

# **AGREEMENT**

**Between**

**CITY OF WEST ALLIS**

**And**

**WEST ALLIS PROFESSIONAL  
FIRE FIGHTER'S ASSOCIATION**

**Local 342, IAFF**



**January 1, 2026 – December 31, 2029**

## Table of Contents

AGREEMENT .....	3
PREAMBLE .....	3
ARTICLE I - HEADNOTE .....	4
ARTICLE II - RECOGNITION .....	5
ARTICLE III - MANAGEMENT RIGHTS .....	6
ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES .....	8
ARTICLE V - DUES/NON-MEMBER FEES DEDUCTIONS AGREEMENT .....	13
ARTICLE VI - SENIORITY .....	15
ARTICLE VII - COMPENSATION.....	16
ARTICLE VIII - UNIFORMS .....	18
ARTICLE IX - HOURS OF WORK .....	19
ARTICLE X - TIME TRADES .....	23
ARTICLE XI - OVERTIME .....	25
ARTICLE XII - HOLIDAY COMPENSATION .....	30
ARTICLE XIII - VACATIONS .....	32
ARTICLE XIV - LEAVES OF ABSENCE.....	34
ARTICLE XV-A - SICKNESS DISABILITY PROGRAM - A .....	35
ARTICLE XV-B - SICKNESS DISABILITY PROGRAM - B.....	44
ARTICLE XVI - HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE .....	51
ARTICLE XVII - MILITARY LEAVE .....	53
ARTICLE XVIII - FUNERAL LEAVE .....	55
ARTICLE XIX - DUTY INCURRED DISABILITY PAY .....	56
ARTICLE XX - LIMITED DUTY .....	58
ARTICLE XXI - PENSIONS .....	60
ARTICLE XXII - TRANSFER OF PERSONNEL .....	61
ARTICLE XXIII - PROMOTIONS.....	62
ARTICLE XXIV - RESIDENCY .....	63
ARTICLE XXV - OFF-DUTY TIME .....	64
ARTICLE XXVI - GRIEVANCE PROCEDURE.....	66
ARTICLE XXVII - EQUAL EMPLOYMENT OPPORTUNITY .....	69
ARTICLE XXVIII - STRIKE PROHIBITION .....	70
ARTICLE XXIX - MAINTENANCE OF STANDARDS .....	71
ARTICLE XXX - MISCELLANEOUS PROVISIONS .....	72
ARTICLE XXXI - AMENDMENTS AND SAVING CLAUSE.....	76
ARTICLE XXXII - DURATION .....	77

APPENDIX A .....	79
PART 1A – Resident (R) – 1/1/26 .....	84
PART 1A – Perimeter (P) – 1/1/26 .....	85
PART 1B – Resident (R) – 7/1/26 .....	86
PART 1B – Perimeter (P) – 7/1/26 .....	87
PART 2A – Resident (R) – 1/1/27 .....	88
PART 2A – Perimeter (P) – 1/1/27 .....	89
PART 2B – Resident (R) – 7/1/27 .....	90
PART 2B – Perimeter (P) – 7/1/27 .....	91
PART 3 – Resident (R) – 7/1/28 .....	92
PART 3 – Perimeter (P) – 7/1/28 .....	93
PART 4 – Resident (R) – 7/1/29 .....	94
PART 4 – Perimeter (P) – 7/1/29 .....	95
APPENDIX B - VACATION AND WORK REDUCTION DAY REGULATIONS .....	96
APPENDIX C - CERTIFICATION OF NATIONAL REGISTRY OF EMT-ADVANCED (PARAMEDIC) .....	105

## AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of West Allis, Wisconsin, hereinafter referred to as the "City" and the West Allis Professional Fire Fighter's Association, Local 342, International Association of Fire Fighters, hereinafter referred to as the "Association", pursuant to the provisions of Chapter 111.70, and subject to the Sections of the Wisconsin Statutes as may be pertinent hereto.

## PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement shall:

- (A) Set forth their agreement with respect to rates of pay, hours of work and other conditions of employment to be observed by the City, the Association and the employees who are covered by this Agreement;
- (B) Provide procedures for fair adjustment of grievances;
- (C) Prevent interruptions of work during the life of this Agreement; and,
- (D) Promote harmonious relations between the City, the Association, and the employees.

## ARTICLE I - HEADNOTE

- (A) Reference to Fire Chief, includes the Fire Chief's designated representative.
- (B) For purposes of simplicity, employees shall be designated by their regularly assigned tour of duty.  
  
Employees assigned to the "24-hour tour of duty" will be referred to as "24-hour employees" and employees assigned to the "8-hour tour of duty" will be referred to as "8-hour employees".
- (C) "Tour of duty", "workday", and "duty day" are synonymous.
- (D) The "base hourly rate" of pay for the 24-hour employee is derived by dividing the bi- weekly base pay by 103.68 hours for 1991 and thereafter.
- (E) The "base hourly rate" of pay for the 8-hour employee is derived by dividing the bi- weekly base pay by 80 hours.
- (F) Reference to a "duty day" for a 24-hour employee means 24 hours. Reference to a "duty day" for an 8-hour employee means 8 hours.
- (G) The "51.84-hour tour of duty for 1991" and thereafter, refers to the weekly work schedule of a 24-hour duty day.
- (H) The "40-hour tour of duty" refers to the weekly work schedule of an 8-hour duty day. Reference to "offs", or "off days" shall mean platoon or work shift off days as they are scheduled in the regular work schedule, unless otherwise specified.
- (I) The "Board of Police and Fire Commissioners" shall be referred to herein as the "Commission".
- (J) Reference to "Fire Fighting Division" means all employees covered by this Agreement, except the 8-hour employees.

## ARTICLE II - RECOGNITION

SECTION 1. The City recognizes the Association as the exclusive collective bargaining agent or representative on all matters of wages, hours and conditions of employment as defined in Section 111.70 (1) (a), Wisconsin Statutes, for all regular full-time sworn employees of the West Allis Fire Department, but excluding supervisory employees as defined in Section 111.70 (1) (o) (2), Wisconsin Statutes, for the purpose of collective bargaining as defined in Section 111.70 (1) (a), Wisconsin Statutes.

SECTION 2. The City agrees that it will not discriminate against any employee covered by this Agreement because of membership or activities in the Association, nor will the City interfere with the right of any employee to become a member of the Association, as provided by Section 111.70 (1) (a), Wisconsin Statutes.

### ARTICLE III - MANAGEMENT RIGHTS

SECTION 1. Any and all rights, powers and authority which existed prior to entering into this Agreement relating to the right to operate and manage its affairs are retained solely and exclusively by the City, except as expressly and specifically abridged, delegated, granted, modified or limited by this Agreement and except as they are subject to the laws of the State of Wisconsin.

SECTION 2. The rights, powers and authorities referred to in Section 1 above shall include, but are not limited to:

(A) The right to determine:

- (1) The size and composition of the work force;
- (2) The number and location of its facilities;
- (3) The services to be rendered and the operations to be conducted;
- (4) The organization of the Department;
- (5) The Policies and Procedures and Operating Guidelines of the Department;
- (6) The training and instructional programs;
- (7) The practices and procedures for the efficient, disciplined and orderly operation of the Department, including the sole right to discipline, suspend and discharge employees for just cause;
- (8) To hire, assign, transfer, promote and determine the qualifications of employees;
- (9) The methods, means, equipment and personnel by which any and all operations are conducted and services rendered;
- (10) Whether and to what extent the work required in the conduct of its operations and in rendering its services shall be performed by employees covered by this Agreement;
- (11) The hours of work and work schedule;
- (12) What work is to be performed by the Department, its place of performance and who is to perform it;

(13) The assignments and job duties.

(B) The right to control the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the conduct of its operations in the rendering of its services.



## ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

SECTION 1. The Association shall keep the Chief and the Board of Police and Fire Commissioners of the City of West Allis currently advised as to the names of the authorized Association Representatives who are designated to act on behalf of the Association for the purpose of investigating and processing grievances. One (1) such representative shall be allowed a reasonable amount of time during working hours, without loss of pay, upon permission being granted by the Chief, Assistant Chief, Deputy Chief, or Battalion Chief, to investigate and/or process grievances in Steps 1 and 2 of the grievance procedure. Permission will be granted provided the activity does not impair the operation of the Department. Any dispute concerning the exercise of discretion in determining the allowable paid grievance time shall be subject to the grievance procedure.

SECTION 2. The Association shall be permitted to conduct executive board or emergency business meetings on City premises under the control of the Fire Department, provided prior permission has been obtained from the Chief. No permission is granted hereunder for on-duty personnel to attend Association meetings during duty hours, with the exception that a maximum of four (4) officers of the Association may attend such meetings without loss of pay. The Chief may grant special permission for other on duty personnel to attend such meetings without loss of pay. It is understood that on duty personnel attending such meetings will respond immediately to any duty demands.

### SECTION 3.

(A) Not more than two (2) Association Representatives will be granted time off without loss of pay during a duty day to attend labor contract negotiation meetings with the City, provided such representatives are members of the Association's negotiating committee and the shift assignments of the representatives are at the same time that a labor contract negotiation meeting is conducted. If negotiation meetings are called by the City during normal working hours, the designated negotiators for the Association who shall participate in such meetings will be granted time off for such meetings without loss of pay.

SECTION 4. Attendance at Association conventions, without loss of pay shall be determined by the Commission; provided, that at least one (1) week's notice of the request shall be given to the Commission and to the Chief. Employees granted such time shall have the granted time added to the employee's compensatory time account. The employee shall make a normal time trade for the actual convention day or days. Any granted time added to an employee's compensatory time account by reason of this Section, must be used prior to the next scheduled convention. The compensatory time must be used in a time frame from the date following convention attendance up to the date of the next year's convention. Any granted time will further not be subject to the pay provisions as outlined in Article XI, Section 4(B), of the labor agreement, but will be subject to any other compensatory time regulations as provided in Article XI. All carryover provisions are excluded per this Section.

SECTION 5. The City will provide the Association the use of a bulletin board at each fire station for the purpose of posting material concerning the following types of subjects: Association meetings, elections, committee reports, rulings or policy statements. No material shall be posted which contains anything defamatory, scurrilous, anything pertaining to candidacy for City of West Allis elective office and incumbents of such offices, or anything reflecting in such manner upon the City or any of its employees, unless such material is the result of Association rulings or policy statements or committee reports and is typed and/or printed on Association stationery. Violation of this Section shall be sufficient reason for removing the unauthorized posted material by direction of the Chief. Any dispute as to the exercise of this discretion by the Chief shall be subject to the grievance procedure.

SECTION 6. The City will provide within a reasonable time, subsequent to a request, therefore, by an authorized Association Representative, such information relative to a pending written grievance, relating to any employee in the bargaining unit as may be contained in the City's record, including but not limited to wages, hours, working conditions, overtime, sick leave, longevity and vacation status. The request for this information shall be in writing and specific in scope, but shall not extend to confidential information and/or records. The personnel file of an employee in the bargaining unit shall not be considered confidential except for the following:

- (A) Recommendations prior to employment with the City;
- (B) Recommendations as to promotion to a position outside of the bargaining unit;
- (C) Records which might reflect upon the character of the employee where the employee does not wish the Association to see the same;
- (D) Medical reports, unless the employee authorizes in writing, the reports to be seen by the Association.

The supplying of such information shall not be unduly burdensome to the City. Any dispute concerning this shall be subject to the grievance procedure.

SECTION 7. Not more than two (2) on duty Association officers or their representatives may attend Police and Fire Commission meetings, provided such personnel shall respond immediately to any alarms or calls for the apparatus to which they are assigned. If operational requirements of the Department permit, the Chief may permit the transfer of apparatus and/or personnel to enable Association Representatives to attend Commission meetings.

SECTION 8. Employee and non-employee Association Representatives shall be permitted to confer with employees during duty hours, concerning Association business which is not in violation of this Agreement or otherwise illegal; provided, the exercise of this privilege does not interfere with the operations of the Department.

SECTION 9. Upon request, any employee covered by this Agreement, who is being interviewed or ordered to appear before any superior officer where disciplinary action may or may not be taken, shall have the right to have an Association Representative present.

SECTION 10. The President of the Association, or in their absence, a designated representative of the Association, shall be granted time off, without loss of pay, not to exceed a maximum of one (1) hour per occasion, to attend executive board meetings, immediately preceding the regular monthly meetings which are not held on Fire Department premises. If the President or designated representative of the Association is a Paramedic, they shall provide a replacement during their absence, to maintain three (3) Paramedics on duty.

SECTION 11. The President of the Association, or, in their absence, a designated representative of the Association, shall be granted time off, without loss of pay, to attend regular and special Association meetings which are not held on Fire Department premises. If the President or designated representative is a Paramedic, they shall provide a replacement during their absence to maintain three (3) Paramedics on duty.

SECTION 12. Two (2) Association members serving as a state director/representative of the State of Wisconsin Professional Fire Fighter's Association shall be authorized thirty-two (32) hours of compensatory time annually, for the purpose of attending State Association meetings. Use of compensatory time shall be governed by the provisions of Article XI, Overtime.

SECTION 13. The privileges authorized by Sections 10 and 11 will be revoked if the absence of the President or representative causes equipment staffing levels to fall below minimums established by the Board of Police and Fire Commissioners.

SECTION 14. The City will provide the Association with an opportunity for members to contribute a portion of their wage toward a Voluntary Employees' Beneficiary Association Retiree Medical Trust called the Medical Expense Reimbursement Plan offered by the International Association of Fire Fighters. The contribution shall be employee-funded through wages only.

(A) The class of employees participating and amounts of contributions within each class shall be established by a memorandum of understanding between the Association and the City. By subsequent memorandums of understanding, the Association may prospectively modify the amount of the mandatory employee monthly contribution during the course of this Agreement, as long as the modification is mandatory for all employees in the Defined Class.

(B) The City shall electronically submit to the Trust Office, through a secure data transfer platform or process for transmission, a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds. The report will include at a minimum:

(1) employee first and last name, with suffix as applicable;

- (2) employee number;
- (3) Social Security Number;
- (4) employee status (e.g., active, on leave);
- (5) date of birth;
- (6) gender;
- (7) date of hire;
- (8) bargaining unit;
- (9) date of change in bargaining unit, as applicable;
- (10) home mailing address;
- (11) employer contribution amount;
- (12) employee contribution amount;
- (13) separation date, as applicable; and
- (14) separation reason.

(C) The Employer shall also provide an initial report of contact information for all contributing employees to the Trust Office, in a format reasonably requested by the Trust, and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

## ARTICLE V - DUES/NON-MEMBER FEES DEDUCTIONS AGREEMENT

SECTION 1. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Association as they see fit. The Association shall not exert pressure on or discriminate against an employee as regards such matters.

SECTION 2. The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally in all job pertained matters.

SECTION 3. The City agrees, upon receipt of written authorizations, to deduct a monthly fee as union dues or an optional non-member fee from the earnings of regular full-time employees in the bargaining unit as described in Article II, Section I, of this Agreement. The Association shall provide the Employer copies of the applicable forms documenting an employee's voluntary authorization to have either the union dues or the non-member fees deducted from their wages (hereafter, "Authorization Forms"); no dues or non-member fees will be deducted by the Employer unless it has copies of the Authorization Forms from the employees. The non-member fees shall represent the authorized contribution by employees who choose not to be members of the Association. Such proportionate fee shall be measured by the amount of dues uniformly required of all Association members as certified not less than annually by the Association. Authorizations of dues or non-member fees deductions by an employee may be revoked upon notice in writing to the Employer and the Association in accordance with the Authorization Form.

SECTION 4. The City shall pay any amounts deducted pursuant to Section 3 above to the treasurer of the Association on or before the end of the month in which the deductions are made.

SECTION 5. The City shall provide the Association with a list of employees from whom such deductions are made when each monthly remittance is made to the Association.

SECTION 6. The City shall not be required to submit any amounts to the Association, under this Article, for employees otherwise covered who are on lay-off, leave of absence, or other status in which they received no earnings for the pay period normally used by the City to make such deductions or for which

the earnings are not sufficient to cover the deduction.

SECTION 7. As to new employees, such deductions shall commence with the month immediately following the date such employee completes the first thirty (30) days of employment and upon the Employer's receipt of the Authorization Form. In the event such employee becomes a member of the Association or agrees to a non-member fee deduction prior thereto, such deductions will commence with the month immediately following the receipt by the City of the Authorization Form from the Association documenting the employee's authorization for the deduction of union dues or non-member fees.

SECTION 8. The City shall not be liable to the Association, employee, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituted as deductions made from employee wages earned per the Authorization Forms. The Association shall defend, indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken or not taken by the City under this Article.

SECTION 9. In the event the Association encourages its members to strike for any reason, this Dues/Non-Member Fees Deductions Agreement shall be immediately cancelled and thereafter be null and void. If an employee represented by the Association engages in a strike, this agreement shall also be cancelled unless the Association immediately takes the necessary affirmative action, to terminate the prohibited conduct, as outlined in Strike Prohibition, Article XXVIII, Section 4. A strike for this purpose shall mean any work stoppage, slowdown, refusal to perform any customarily assigned duties or absence from work because of purported illness while there is a pending labor dispute, as defined in Section 111.70 (1) (g), Wisconsin Statutes.

## ARTICLE VI - SENIORITY

SECTION 1. Seniority shall be determined by the employee's length of service in the Fire Department, for departmental seniority purposes, and the employee's length of continuous service in the employ of the City for other purposes, such as longevity, vacation entitlement and sickness disability benefits.

SECTION 2. All new appointees to the Department shall be on probation for a period of one (1) year. The probationary period may be extended by the Commission if such is deemed to be necessary. If the appointee proves unsatisfactory or unfit for continuance in the service during the probationary period, the appointee shall be terminated without recourse on recommendation of the Chief.

SECTION 3. The applicable provisions of Section 62.13 (5m), Wisconsin Statutes, shall apply to dismissal and re-employment.

SECTION 4. Seniority shall terminate upon the occurrence of any of the following:

- (A) discharge for just cause,
- (B) resignation, or
- (C) retirement.

SECTION 5. See Article XIII, Section 7, for reinstatement of employee seniority for vacation purposes.



## ARTICLE VII - COMPENSATION

SECTION 1. Salaries of the employees in the bargaining unit shall be established as shown in Appendix A.

SECTION 2. STEP INCREMENTS. Employees will move from the minimum step in the pay range to the maximum step in the pay range in annual increments from the date of appointment. Any employee promoted or reclassified to a higher paying position shall be advanced to that step of the salary range of the higher paying position which will result in a pay increase of not less than Eight Dollars (\$8.00) bi-weekly.

SECTION 3. LONGEVITY ALLOWANCE. All full-time employees of the City of West Allis Fire Department shall be paid a longevity allowance in addition to their basic salaries, said allowance to consist of Five Dollars (\$5.00) per month for every five (5) years of consecutive service with the City, with a maximum allowance of Twenty-five Dollars (\$25.00) per month.<sup>1</sup> Full-time employment by the City, in any classification, shall be used in computing the longevity allowance.

SECTION 4. PAYDAYS. Departmental paydays for all employees shall be on Friday of the bi-weekly pay period or, if that Friday is a banking holiday, the preceding business day. All employees shall be enrolled in Direct Deposit.

SECTION 5.

(A) Appendix A of this Agreement shall govern out of classification pay.

(B) Article XI of this Agreement shall govern overtime compensation.

(C) Article XII of this Agreement shall govern holiday benefits and pay.

(D) Article VIII of this Agreement shall govern clothing maintenance.

(E) Appendix A of this Agreement shall govern the base compensation.

SECTION 6. All employees of the West Allis Fire Department shall be or will become, as directed by

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<sup>1</sup> Effective January 1, 2000, longevity allowance shall only be paid to full-time employees of the City of West Allis Fire Department with fifteen (15) years or more of consecutive service. Effective February 7, 2023, a longevity allowance will no longer be paid to any employees covered under this Agreement.

the Board of Police and Fire Commissioners, licensed by the State of Wisconsin as Emergency Medical Technicians (EMT). The Emergency Medical Technician license shall be maintained in effect at all times and encompasses all job duties up to (but not including) EMT-Paramedic.

## ARTICLE VIII - UNIFORMS

SECTION 1. The City shall maintain a uniform replacement fund. The uniform replacement fund shall be administered by the Fire Department for the purpose of uniform and personal equipment replacement. The Chief or designated representative shall periodically inspect the uniforms and equipment of the employees and may order any needed uniforms and equipment to be purchased from such fund. Amounts in said uniform replacement fund shall at all times be considered as City property, until needed and used.

SECTION 2. All new hires to the Fire Department shall provide all required non-protective uniforms at their expense. Uniforms so purchased shall be the employee's personal property. The City shall provide at no cost to the employee all required fire fighting protective clothing. All new protective clothing and equipment shall meet or exceed NFPA standards. The equipment shall include a protective coat, bunker pants, gloves, bunker boots, hoods, helmet, and suspenders. The City shall also provide without cost the spectacle kit and lenses if they are needed.

## ARTICLE IX - HOURS OF WORK

SECTION 1. For purposes of scheduling work, the fire fighting and rescue personnel of the Fire Department shall be divided into three (3) platoons, pursuant to Section 62.13 (11) (a), Wisconsin Statutes. The normal duty day shall commence at 0800, unless provided otherwise in this Agreement.

### SECTION 2.

(A) The work schedule of non-civilian (sworn) employees of the Fire Department will be a repetitive tour of duty cycle consisting of twenty-four (24) hours on continuous active duty, followed by forty-eight (48) continuous hours off duty, which results in an average 56-hour work week and a 2912.00-hour work year, except:

(1) For 8-hour employees;

(2) In cases of positive necessity occasioned by some sudden and serious emergency which in the judgment of the Chief demands that such work schedule not be followed, in which event, scheduled off days will be rescheduled at such times as will not impair the efficiency of the Department.

(B) Work Reduction Days are days off, with compensation, authorized for 24-hour employees who work a 24-hour duty shift. The effect of Work Reduction Days is to reduce the average work week to 51.84 hours in 1991, and thereafter, and the basic work year to 2695.68 hours in 1991, and thereafter. Work Reduction Days are intended to secure compliance with the standards prescribed by the federal Fair Labor Standards Act (FLSA) and the implementing regulations prescribed by the Department of Labor relating to the length of the work week for employees within the fire service.

(1) Effective January 1, 1991, and on January 1 of each year thereafter, an FLSA sub-account within the compensatory time account on each 24-hour shift employee (Article XI) will be credited with 216 hours in work reduction/compensatory time. Compensatory time, credited in this manner will be distributed and taken during the course of the subsequent calendar year as

- nine (9) Work Reduction Days, consisting of nine (9) periods of twenty-four (24) hours each.
- (2) Work Reduction Days will be selected as provided in the departmental order attached as Appendix B.
- (3) Within each FLSA work period, prescribed by Department order, a 24-hour shift employee may work a greater number of scheduled work hours than authorized by FLSA regulations, relating to overtime. Any overtime compensation to which an employee may be entitled under this circumstance shall be taken as, applied to and satisfied by the 216 hours in 1991, and thereafter, of work reduction/compensatory time, credited as of January 1 of each year.
- (4) Any balance of the 216 credited hours of work reduction/compensatory time in 1991, and thereafter, as to which FLSA overtime hours have not been applied and satisfied, will nonetheless be taken as work reduction hours and will not be available for compensation under Article XI, Overtime, of this Agreement.
- (5) At the time an employee leaves the service of the City for any reason, the 216 hours of work reduction/compensatory time in 1991, and thereafter, credited as of January 1 of each year, shall be considered to have been accrued by the employee at the rate of eighteen (18) hours per month in 1991, and thereafter. An employee appointed on or before the 15th day of any month will be considered to have accrued eighteen (18) hours of work reduction/compensatory time in 1991, and thereafter, for the entire month and an employee appointed after the 15th day of any month will be considered to have accrued no hours of work reduction/compensatory time for that month. Upon leaving the service of the City, an employee shall be paid at straight time for accrued Work Reduction Days which have not been taken. An employee who shall have taken Work Reduction Days which have not been accrued and as to which FLSA overtime hours have not been applied, shall have payment for such Work Reduction Days deducted from the employee's final pay upon termination of employment.

SECTION 3. 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. Effective January 1, 1992, and on January 1 of each year thereafter, the compensatory time account for 8-hour employees will be credited with twenty-four (24) hours in work reduction/compensatory time to be taken as time only, subject to the Fire Chief's approval, with no carryover or payout provisions applying.

SECTION 4. The "report to position" practice has been implemented to replace the traditional "roll call" practice. This permits a member of the on duty platoon to be relieved from their position and excused from duty, by a "coming on duty" member at any time after 0700 hours. The following procedure shall apply to the "report to position" practice:

- (A) The report to position practice will not interfere with the current time trade practices during the last hour prior to the end of the tour of duty;
- (B) The most senior Fire Fighter on a piece of apparatus, shall be the first person relieved, from duty, by a coming on duty Fire Fighter;
- (C) When a member is not relieved by a coming on duty member, they shall remain on duty until 0800 hours, except in cases of less staff on the following shift and the member will not be relieved by another member. In these cases, the Station Commander shall excuse the member at 0750 hours;
- (D) If personnel are not relieved, because their replacement is late, the Captain and/or the Fire Fighting Division Battalion Chief shall determine if the employee can be excused at 0800 hours, or if they will be kept on duty at overtime rates of pay;
- (E) The traditional roll call shall be held at 0800 hours, for the coming on duty members only;
- (F) No compensation shall be paid to any employee coming on duty prior to 0800 hours of any day pursuant to the provisions of this Section.

SECTION 5. Any 24-hour duty employee, who is assigned to work a portion of their tour of duty in the Fire Prevention Bureau, and the balance of the tour of duty in fire fighting, etc. shall be considered as being part of the Fire Fighting Division.

SECTION 6. Off days including assigned vacation may be suspended in case of positive necessity by some sudden or serious emergency which, in the judgment of the Chief, demands that such off days or assigned vacation periods not be given at such time. Vacation and select holiday periods which are suspended shall be reassigned as provided in Article XIII, Vacations, and Article XII, Holidays, respectively. Other off days which are suspended shall be compensated as provided in Article XI, Section 7, Overtime. This Section shall not apply to an employee voluntarily working on an off day as part of a disciplinary action.

## ARTICLE X - TIME TRADES

SECTION 1. A time trade is the circumstance wherein one (1) employee voluntarily works a full or partial tour of duty for another employee.

SECTION 2. Employees will be permitted to make unlimited time trades. Partial daytime trades during scheduled training school days, Tuesday through Friday inclusive, shall be limited to 0800 to 1200/1300 hours, 1200/1300 to 1600 hours, or 0800 to 1600 hours. Restrictions applying to partial daytime trades shall not apply on January 1, July 4, Thanksgiving Day and December 25.

SECTION 3. Time trades shall be made only with personnel capable of performing like duties.

SECTION 4. Except as provided in Section 5 below, time trades shall be the sole responsibility of the personnel involved in the time trades.

SECTION 5. The initiation of a time trade and the return of the time trade shall be recorded utilizing the departments scheduling software. The time trade must be approved and the form signed by the shift commander. Time trade requests may be filled out and submitted at any time prior to the start of a time trade, except as provided herein.

SECTION 6. Short notice time trades (less than seventy-two (72) hours notice) shall not be permitted between personnel who cannot perform like duties except when the transfer of personnel from one (1) piece of apparatus to another within a station will keep qualified personnel on the apparatus. Any time trades, involving transfer of other personnel from one (1) station to another, shall be submitted on the proper form at least seventy-two (72) hours prior to the start of the time trade. For purposes of short notice time trades, EMT certification will be considered as like duties, when the employee initiating the trade is assigned to a rescue squad. Transfer of personnel shall be permitted in such cases, subject, however, to Section 11, below.

SECTION 7. When an employee is promoted to a higher rank, they shall be allowed to pay back time owed to other employees or collect time owed to them by other employees not in the same rank.

SECTION 8. Personnel who fail to report for a time trade shall be penalized as follows:



(A) Except as provided in Paragraph (B), an employee shall not be permitted to initiate any time trade for a period of sixty (60) days if they fail to report for a time trade.

(B) An employee who reports late for a time trade shall be considered late, but shall not forfeit the time trade privilege. An employee's arrival for a time trade will be characterized as late, only if the employee has an acceptable reason for being late.

SECTION 9. In the event an employee working a time trade becomes sick before the workday starts, the employee shall follow current Policies and Procedures and Operating Guidelines of the West Allis Fire Department regarding sick leave notification. In the case of any time trades wherein the first member of a flip-flop trade is already working and the second member calls in sick, the first member shall finish the balance of the trade. If the second member cannot meet the obligation of the return time, they shall be charged with sick time.

SECTION 10. 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 personnel holding any level of EMT licensure who can perform like duties; provided, however, a backup trade with another Paramedic will be required if such is required to maintain three (3) Paramedics on duty during the second half of the trade. The backup trade will be available for contact during the one (1) hour period immediately preceding such trade and shall be required to report for duty if contacted by the Department within such period and if needed to maintain three (3) Paramedics on duty.

SECTION 11. The City shall not be liable for the pyramiding of overtime payments or extra compensation, other than out of classification pay, as the result of the voluntary exchange of duty hours by employees, nor shall the City assume any responsibility for the recovery or payment of time traded.

## ARTICLE XI - OVERTIME

SECTION 1. All services performed by Fire Department employees in excess of the employee's regularly scheduled hours of employment, when such services are authorized by the Chief, Assistant Chief, Deputy Chief, or Battalion Chief, shall be considered overtime. The following provisions apply to personnel assigned to the Fire Fighting Division:

- (A) Personnel required to work overtime to maintain whatever minimum standards of staffing, as determined by the Board of Police and Fire Commission, will be reimbursed in cash for overtime worked on the basis of time and one-half, with a minimum payment of three (3) hours at straight time.
- (B) Personnel ordered to work, subsequent to being relieved from duty pursuant to Article IX, Section 4, will be reimbursed in compensatory time for such overtime worked on the basis of time and one-half, with a minimum payment of three (3) hours at straight time.
- (C) Personnel ordered to work overtime resulting from an extension of the working day due to a first alarm fire, multiple alarm fire, rescue call, service call and any other duties required of personnel in regard to such alarms and calls will be credited in compensatory time on the basis of time and one-half for such overtime worked, with no minimum credit.
- (D) Personnel required to work overtime for any purpose other than set forth in Paragraphs (A) through (C) above will be credited in compensatory time on the basis of time and one-half for such overtime worked, with a minimum credit of three (3) hours at straight time.
- (E) Hourly compensation or credits referred to in this Section shall be based on the hourly rate listed in Appendix A.

SECTION 2. Hourly compensation or credits referred to herein shall be computed by using the hourly rate listed in Appendix A.

SECTION 3. Overtime shall be computed as follows:

1 to 9 minutes	no credit
10 to 19 minutes	15 minutes

20 to 29 minutes	30 minutes
30 to 39 minutes	45 minutes
40 to 49 minutes	60 minutes
50 to 59 minutes	75 minutes
60 to 69 minutes	90 minutes
70 to 79 minutes	105 minutes
80 to 89 minutes	120 minutes
90 to 99 minutes	135 minutes
100 to 109 minutes	150 minutes
110 to 119 minutes	165 minutes
120 to 129 minutes	180 minutes
130 to 139 minutes	195 minutes
140 to 149 minutes	210 minutes
150 to 159 minutes	225 minutes
160 to 169 minutes	240 minutes
170 to 179 minutes	255 minutes
180 to 189 minutes	270 minutes
190 to 199 minutes	285 minutes
200 to 209 minutes	300 minutes
210 to 219 minutes	315 minutes
220 to 229 minutes	330 minutes
230 to 239 minutes	345 minutes
240 to 249 minutes	360 minutes
250 to 259 minutes	375 minutes
260 to 269 minutes	390 minutes
270 to 279 minutes	405 minutes

#### SECTION 4.

(A) Compensatory time earned pursuant to this Article may be used for time off when approved by the Chief. The City will grant compensatory time off. The taking of such compensatory time will not adversely affect the efficient, disciplined and orderly operation of the Department. Employees shall take compensatory time off in accordance with the following:

- (1) Requests to use compensatory time shall be completed utilizing the department's scheduling software. The 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.
- (2) The employee shall be available one (1) hour prior to the starting of the compensatory time requested.
- (3) If the staffing level falls below the standards established by the Board of Police and Fire Commissioners, the employee requesting compensatory time must report for duty, or remain

on duty, or be permitted to make a short notice time trade in accordance with the time trade provisions Article X, Section 6, of this Agreement.

- (4) If an employee cannot be available one (1) hour prior to the starting of the compensatory time request, they shall have a backup time trade. The employee signing the backup time trade shall be available for one (1) hour prior to the starting of the compensatory time. If the employee signing the backup time trade cannot be available because of injury or illness, they shall be required to make arrangements to have another person available for the backup time trade.
  - (5) Employees taking compensatory time during scheduled training school days, Tuesday through Friday inclusive, shall be limited to 0800 to 1200/1300 hours, 1200 to 1600 hours or 0800 to 1600 hours. Restrictions regarding the taking of compensatory time shall not apply on January 1, July 4, Thanksgiving Day and December 25.
  - (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.
  - (7) These provisions shall not apply to emergency leave as set forth in Article XIV, Section 5, of this Agreement.
- (B) On the first payday of December of each year, employees will receive payment for or repay (at straight time) all hours of compensatory time or minus time that are listed in their account as of the last pay period ending in November of that year. Between October 1 and November 1 of each year, employees shall advise the Department Administration as to the number of hours, if any, which the employee wishes to carry forward to the subsequent calendar year. In addition, each employee shall have an option to receive payment in the first payday of March, June, September and December (at straight time) for all or any part of the hours remaining in their account as of the last pay period ending in the previous month, provided they notify the Department Administration Office one (1) week before or three (3) days after such pay period of their election and indicates the amount of such time to be paid. All hours to be paid under this paragraph will be canceled from the employee's account as of such pay period. All hours of compensatory time carried forward to a subsequent

calendar year, shall be taken solely as time off. Compensatory time, for which compensation is requested, must be paid on the first payday subsequent to the calendar year in which the compensatory time is accrued. When compensatory time is taken, accrued time shall first be reduced by those hours carried forward from previous calendar years. Effective January 1, 1994, all hours of compensatory time listed in an employee's account at the time of promotion will be paid at the rate of pay earned prior to promotion and deducted from the employee's account. All hours of compensatory time carried forward after the date of promotion, shall be taken solely as time off.

SECTION 5. The Chief shall establish a list for the purpose of personnel assignments of extra duty days for Fair Week, when an extra engine and personnel are assigned to the Fair Park Fire Station. This list shall be established, so as to evenly divide extra duty days among eligible personnel, taking into consideration seniority and the number of times worked in their rank. The following procedure will be followed:

- (A) Eligibility lists shall be established for Captains, Lieutenants, Equipment Operators and Fire Fighters to fill vacancies created by members transferred to activate the temporary State Fair Park Fire Station.
- (B) New employees completing their probationary year shall be placed in the last position at the time of completion of their probation.
- (C) Promotion to another rank at any time prior to the scheduled extra duty will automatically put an employee at the bottom of the list in their new rank.
- (D) A Fair Park eligibility list of employees and their position on said list shall be posted two (2) weeks prior to the time vacations are to be picked.
- (E) An employee, who is eligible, may refuse to work such overtime, and will still maintain their relative position for the following year. Should the employee refuse the extra duty the second year, they will revert to the last position of eligibility.
- (F) If an employee is sick or injured on an assigned day, the employee shall maintain their relative

position on the list for the following year.

(G) Such overtime shall be reimbursed in cash at time and one-half the employee's base rate of pay.

(H) Employees assigned to work an extra duty day for Fair Week shall not be permitted to make time trades or take compensatory time on the date of or during the extra duty day, subject to the provisions of Subsection (D), above.

(I) The selection of personnel to perform extra duty during Fair Week shall be based solely upon the selection list, without regard to platoon assignment.

SECTION 6. Whenever employees are called for extra duty to fill minimum staffing requirements, such personnel will be reimbursed in cash at time and one-half of their regular base hourly rates, for such time so worked.

SECTION 7. In the event, employees are required to work during any of their scheduled holidays or vacation days, for any reason, all such time worked by employees will be credited on the basis of time and one-half. In addition, vacation and holiday time lost will be rescheduled on the basis of straight time worked as provided in Article XIII, Vacation, and Article XII, Holidays, respectively.

## ARTICLE XII - HOLIDAY COMPENSATION

### SECTION 1.

(A) All employees shall receive holiday compensation payment on the first payday of December of each year. All 8-hour employees shall be entitled to eleven (11) duty days off in each calendar year.

All holiday benefits shall be earned pursuant to the accrual provisions herein, and selected in accordance with current Departmental Orders covering Vacations and Holidays.

(B) Holiday pay shall be the equivalent of eleven (11), 8-hour days, which shall be paid at time and one half. The holiday pay hourly rate shall be computed on the basis of a 38.538-hour week.

SECTION 2. Holiday pay shall be earned at a monthly rate measured by dividing the annual holiday pay for that classification by twelve (12) and then multiplying by the number of months of service in any given calendar year. Holiday time off shall also be earned based on completed months of service. An employee appointed on or before the 15th of any month shall be considered to earn holiday benefits for the entire month and an employee appointed after the 15th of any month shall not earn holiday benefits until the succeeding month.

SECTION 3. An employee, who leaves the service of the City due to any reason shall be paid for earned holiday benefits. In case of the death of the employee, the earned holiday benefits of such employee shall be paid pursuant to Section 109.03 (3), Wisconsin Statutes.

SECTION 4. During the course of a year, an employee working both an 8-hour tour of duty and a 24-hour tour of duty shall have their holiday time off prorated. If an employee is promoted or demoted, the holiday pay shall be prorated.

SECTION 5. Any assigned holiday may be suspended, in case of positive necessity caused by some sudden and serious emergency which, in the judgment of the Chief, demands that such day off not be given at that time. The day will be rescheduled in accordance with Article IX, Section 6.

SECTION 6. Each year's holiday time off must be taken on or before December 31. Time not taken off before the end of the year shall be considered lost, however, individual employees may, if any holiday

cannot be rescheduled by the Chief, carry accumulated holiday time off into the next calendar year if the requested carryover is based on employee sickness, employee injury or Department operational requirements.

SECTION 7. Sections 5 and 6 above apply to 8-hour personnel only.



## ARTICLE XIII - VACATIONS

SECTION 1. Employees of the Fire Department shall be entitled to and shall be granted vacation in accordance with the following schedules:

Years of completed service	24-hour employees monthly rate of accrual (1/12 annual rate)	24-hour employees annual vacation	8-hour employees monthly rate of accrual (1/12 annual rate)	8-hour employees annual vacation
1	10 Hours	5 Duty Days	7 Hours	2 Weeks and 1 Day
8	14 Hours	7 Duty Days	11 Hours	3 Weeks and 1 Day
12	16 Hours	8 Duty Days	12.5 Hours	3 Weeks and 3½ Days
16	18 Hours	9 Duty Days	14 Hours	4 Weeks and 1 Day
19	20 Hours	10 Duty Days	14 Hours	4 Weeks and 1 Day
20	20 Hours	10 Duty Days	14.5 Hours	4 Weeks and 2 Days
21	20 Hours	10 Duty Days	15 Hours	4 Weeks and 3 Days
22	20 Hours	10 Duty Days	16 Hours	4 Weeks and 4 Days
23	24 Hours	12 Duty Days	17 Hours	5 Weeks and 1 Day

SECTION 2. Vacation time shall be earned at a monthly rate measured from the employee's last anniversary date of appointment by dividing the accruable vacation by twelve (12) and then multiplying the number of months served.

SECTION 3. An employee appointed on or before the 15th day of any month shall be considered to accrue vacation for the entire month and an employee appointed after the 15th day of any month shall not accrue vacation until the first of the succeeding month.

SECTION 4. Eligibility for a vacation shall begin after the completion of twelve (12) months of actual service following appointment to the Department, but accumulation shall be retroactive to the time of appointment. An employee whose service is expected to continue so as to complete a year's actual service may, after three (3) months of service, be allowed vacation within the first year of appointment if the convenience of the service would be promoted thereby. However, if such an employee leaves the service of the Department before the completion of the initial twelve (12) month period, any vacation, so taken, shall be deemed unearned and payments made for the vacation shall be deducted from the employee's final pay upon termination of employment.

SECTION 5. Any vacation taken before it has been fully earned shall be considered time owed the City

until it is earned. Any employee who leaves the service of the Department will be paid for earned vacation time. In case of the death of an employee, the accrued vacation allowance of such employee shall be paid pursuant to Section 109.03 (3), Wisconsin Statutes. Any employee who leaves the service of the Department will have the compensation for the vacation time owed the City deducted from their final pay.

SECTION 6. Each year's vacation must be taken on or before December 31. Vacation time not taken off before the end of the calendar year will be considered lost; however, this does not include time accrued since the employee's last anniversary date for vacation accrual purposes. Individual employees may, if any such vacation time cannot be rescheduled by the Chief, carry accumulated vacation into the next calendar year if the requested carryover is based on employee illness, employee injury, or Department operational requirements. The selection of vacation days carried into the next year will have precedence over selection of Work Reduction Days.

SECTION 7. When an employee has resigned from the Department's service and applies for reinstatement, the Board of Police and Fire Commissioners may, in its sole discretion, grant the employee credit for prior service with the Department for vacation purposes if the situation should warrant such action.

SECTION 8. For purposes of vacation entitlement, an employee will receive credit for previous full-time City employment, upon the condition that such service has been continuous, not interrupted by intervening, full-time employment with another employer.

SECTION 9. The Chief shall determine and establish vacation schedules, being guided by the practical considerations involved in the efficient operation of the Department and the need to maintain the necessary strength of personnel. Selection of vacation within the vacation schedule shall be in accordance with current Departmental Orders on Vacation Scheduling.

SECTION 10. Pursuant to Article IX, Section 6, any days of assigned vacation may be suspended, in case of positive necessity caused by some sudden and serious emergency, which, in the judgment of the Chief, demands that such days not be given at such time.

## ARTICLE XIV - LEAVES OF ABSENCE

SECTION 1. SICK LEAVE. See Article XV.

SECTION 2. MILITARY LEAVE. See Article XVII.

SECTION 3. FUNERAL LEAVE. See Article XVIII.

SECTION 4. JURY DUTY. Permanent full-time employees shall be granted time off with pay for jury service upon presentation of satisfactory evidence relating to such service. Any compensation received (exclusive of travel pay) for such duty or service shall be immediately paid over to the City Treasurer.

SECTION 5. EMERGENCY LEAVE/LEAVE OF ABSENCE. Extended leave of absence and emergency leave shall be governed by the Rules of the Board of Police and Fire Commissioners of the City of West Allis and the Policies and Procedures, Operating Guidelines and Department Orders of the West Allis Fire Department.

## ARTICLE XV-A - SICKNESS DISABILITY PROGRAM - A

SECTION 1. All employees represented by the bargaining unit shall, after a term of employment of six (6) months, be qualified to receive payment from the City on account of physical inability to work by reason of sickness or accidental injury occurring outside of employment. It is understood that all employees shall be entitled to full benefits under the program for each incident of sickness except as hereinafter provided. Sickness disability payments shall terminate when disability for work ceases and shall, in no case, extend beyond the periods hereinafter provided.

SECTION 2. The administration of this Sickness Disability Program shall be accomplished by the Chief under such Policies and Procedures and Operating Guidelines as may be prescribed by the Board of Police and Fire Commissioners. The several provisions of this Article shall not be understood to infringe on the statutory power of the Board of Police and Fire Commissioners to conduct investigations and the Board may, at any time, conduct investigations into the operation of the Sickness Disability Program.

SECTION 3. The word "sickness" as it occurs in these provisions shall be understood to include bodily disease and afflictions affecting an employee, except as hereinafter stated, whether or not a precise diagnosis is possible, when such disease is in fact disabling. Sickness shall include any ailment or condition due to bodily injury except such injuries as are exempt because compensable under the Worker's Compensation Act. Injury may be either traumatic, such as that received from falls, wound, and contusions, or may consist of such conditions as heat prostration or electric shock. 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. Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular conditions necessitating attention by an optometrist or ophthalmologist may be recognized as a proper cause for granting sick leave.

SECTION 4. Beginning on the date of execution of this contract, the sickness disability benefits shall be

as follows:

(A) Short Term Disability

- (1) If the employee has completed less than one (1) year of service, no coverage in the amount of eight (8) uncompensated hours for each day the employee remains upon the sick list. An employee with less than one (1) year of service who fails to notify the Department Administration that they are unfit to be removed from the sick list and/or is contacted for a call back or second alarm, shall be subject to disciplinary action.
- (2) If the employee has completed one (1) year of service but less than two (2) years of service:
  - (a) For employees working 8-hour tours of duty, full pay for the third through fifth consecutive working days of absence;
  - (b) For employees working 24-hour tours of duty, full pay for the ninth consecutive hour of absence and continuing for the remainder of the working day. If the employee is absent the next assigned working day, they shall be paid for the ninth consecutive hour of absence of that working day and continuing for the remainder of that working day.
- (3) If the employee has completed two (2) years of service but less than five (5) years of service:
  - (a) For employees working 8-hour tours of duty, full pay for the second through fifth consecutive working days of absence;
  - (b) For employees working 24-hour tours of duty, full pay for the ninth consecutive working hour of absence and continuing through the second consecutive working day of absence.
- (4) If the employee has completed five (5) years of service:
  - (a) For employees working 8-hour tours of duty, full pay for the first through fifth consecutive working days of absence;
  - (b) For employees working 24-hour tours of duty, full pay for the first through the second consecutive working day of absence.

(B) Long Term Disability

- (1) If the employee has completed less than six (6) months of service, no coverage.

- (2) If the employee has completed six (6) months of service but less than two (2) years of service, half pay for fifty-two (52) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (3) If the employee has completed two (2) years of service but less than five (5) years of service, full pay for four (4) weeks then half pay for an additional forty-eight (48) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (4) If the employee has completed five (5) years of service but less than ten (10) years of service, full pay for thirteen (13) weeks then half pay for an additional thirty-nine (39) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (5) If the employee has completed ten (10) years of service but less than fifteen (15) years of service, full pay for twenty (20) weeks and then half pay for an additional thirty-two (32) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (6) If the employee has completed fifteen (15) years of service but less than twenty (20) years of service, full pay for twenty-six (26) weeks then half pay for an additional twenty-six (26) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (7) If the employee has completed twenty (20) years of service but less than twenty-five (25) years of service, full pay for thirty-nine (39) weeks then half pay for an additional thirteen (13) weeks

commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.

- (8) If the employee has completed more than twenty-five (25) years of service, full pay for fifty-two (52) weeks commencing for employees working 8-hour tours of duty on the sixth consecutive working day of absence and for employees working 24-hour tours of duty on the third consecutive working day of absence.
- (9) "Full pay" and "half pay" shall be based on the employee's normal rate of pay as established by Appendix A including longevity, Paramedic pay, and EMT pay if applicable, but excluding any other pay such as, but not limited to, overtime, shift premiums, special duty pay, vacation accrual, holiday pay accrual, clothing maintenance allowance, and incentive pay for the Bureau Heads, and automobile allowance.

**SECTION 5. TERMINATION OF LONG TERM DISABILITY BENEFITS.** Thirty (30) days from the date a health care provider determines that an employee, receiving long term disability benefits, is permanently and totally disabled, or that the employee will never return to unrestricted duty within the fire service, or will not return to unrestricted duty for a period exceeding one (1) year, an employee will make application for disability retirement benefits through the Department of Employee Trust Funds. Thirty (30) days after certification of disability by the Department of Employee Trust Funds, or within thirty (30) days after receipt of the decision of an Administrative Law Judge/hearing examiner, of the Worker's Compensation Division, Department of Workforce Development, determining the employee eligible for benefits under Section 40.65, Wisconsin Statutes, long term disability benefits will cease. Employment will simultaneously terminate, subject to existing rules regarding use of accrued vacation days.

**SECTION 6.** An employee whose long term disability benefits cease between January 1, 2022 through December 31, 2025, under the conditions set forth in Section 5 above, may participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (14) of the Revised

Municipal Code and, if applicable, payment of the premium share addressed in Article XVI, Section 1.

SECTION 7. MEDICAL REPORTS. The City and the Association hereby reacknowledge the authority of the City to require an employee, receiving long term disability benefits, to submit periodic medical reports, as well as to require the employee to be examined by a health care provider retained by the City.

SECTION 8. The employee is to give notification of sickness to their immediate supervisor prior to the scheduled work starting time. In the event the employee has not given such prior notification, sick leave may be granted by the Chief if the circumstances justify it.

SECTION 9. If an employee has received long term disability benefits for any period and is again absent on account of the same sickness within two (2) weeks after the termination of such period, any remaining long term benefits shall begin on the first day of absence.

SECTION 10. Successive periods of sickness from any single cause shall be counted together as one (1) period in computing the period during which an employee shall be entitled to benefits, except that any sickness occurring after an employee has returned to work and has been continuously engaged thereafter in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. Vacation periods of more than one (1) workday taken during the thirteen (13) week continuous service obligation, shall extend such obligation by the amount of vacation time taken. Any other off time of one (1) workday or less will be counted as part of the thirteen (13) week service obligation.

SECTION 11.

(A) Vacation Accrual

- (1) Loss of vacation accrual shall begin after three (3) consecutive months on long term disability, at a loss rate of 1/12 of the employee's annual vacation entitlement for the third month and 1/12 for each succeeding full month on long term disability.
- (2) If an employee goes on long term disability leave on or before the 15th day of the month, they shall be considered to be on long term disability leave for the complete month and if the



employee goes on long term disability leave after the 15th day of a month, that month will not be considered for loss of vacation accrual. If the employee returns to duty prior to completing any full month on long term disability, that month shall not be considered for loss of vacation accrual. If an employee is on long term disability leave on December 31, loss of vacation accrual will, nonetheless, continue into the next year.

(3) Sections 9 and 10 of this Article shall apply to loss of vacation accrual.

(4) If an employee is on long term disability leave on their appointment date, loss of vacation accrual will nonetheless continue.

(B) Holiday Accrual

(1) Loss of holiday pay accrual shall begin after three (3) consecutive months on long term disability, at a loss rate of 1/12 of the employee's holiday pay for the third month and 1/12 for each succeeding full month on long term disability.

(2) If the employee goes on long term disability leave on or before the 15th day of a month, they shall be considered to be on long term disability leave for the complete month and if the employee goes on long term disability leave after the 15th day of a month, that month will not be considered for loss of holiday pay accrual. Likewise, if the employee returns to duty prior to completing any full month on long term disability that month shall not be considered for loss of holiday pay accrual.

(3) Holiday pay is paid for the period of January 1 through December 31 of each year. If an employee is on long term disability leave on December 31, loss of holiday pay accrual will nonetheless continue into the next year.

SECTION 12. This program shall not apply to time lost due to accidental injury arising out of and in the course of employment for the City.

SECTION 13. CERTIFICATION OF SICKNESS.

(A) Sick leave of five (5) consecutive working days or less for 8-hour personnel or of two (2) consecutive scheduled platoon days or less for 24-hour personnel may be permitted without

requiring the employee to submit a health care provider's certification of sickness or illness provided the Chief has other satisfactory evidence of bona fide illness. A one day temporary platoon transfer shall not be considered as a scheduled platoon day for purposes of this paragraph. The granting of sick leave without the necessity of a health care provider's certification is in all cases discretionary with the Chief and shall be subject to such verification as they see fit to require at City expense for the first incident and at employee expense for all subsequent incidents within a twelve (12) month period, upon written notice to the employee. The City shall not pay the expense of any sick leave verification required as the result of a pattern of sick leave use which, subsequent to employee counseling, suggests to the Department Administration that an employee is abusing sick leave benefits. If an employee is outside West Allis at the time of the request for sickness disability, payments shall be made for only certified sickness.

- (B) When sick leave extends beyond the fifth consecutive working day of absence for 8-hour personnel or beyond the second consecutive scheduled platoon day of absence for 24-hour personnel, a statement from a health care provider (when appropriate) certifying the nature and extent of the sickness and the anticipated date of return is required in all cases. There shall be no payment for sickness in excess of five (5) consecutive scheduled days for 8-hour employees or two (2) consecutive scheduled platoon days for 24-hour employees until certification is received by the Chief. A one (1) day temporary platoon transfer shall not be considered as a scheduled platoon day for the purpose of this paragraph.
- (C) Employees receiving long term disability benefits shall periodically submit reports regarding the nature of the sickness. Said reports shall include the health care provider's estimate of the date the employee will be able to return to duty. The Chief, keeping in mind the nature of the sickness, shall determine the interval between reports.
- (D) An employee, upon returning to work after receiving long term disability benefits, shall submit a health care provider's report certifying that the employee is able to return to full duty.
- (E) The word health care provider as it occurs herein is defined as provided under State and Federal

FMLA – a doctor of medicine, doctor of osteopathy, physician’s assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, or Christian Science Practitioner.

SECTION 14. An employee with less than five (5) years of service credited may utilize accrued vacation or compensatory time to offset any period of unpaid absence under Section 4, above.

SECTION 15. Sick leave will not be granted in cases of sickness occurring on vacation. Vacation days will not be rescheduled as the result of sickness occurring in the course of a period of vacation. Vacation shall be rescheduled as the result of sickness occurring prior to the first day of a scheduled vacation period and continuing on the first and subsequent days of a scheduled vacation period, only under the following conditions:

(A) The Department Administration must be provided notice of the fact of the employee's sickness occurring prior to the first day of a scheduled vacation period, and that a health care provider’s certificate will be timely provided to the Department Administration;

(B) Within three (3) calendar days of the notice provided under Paragraph (A) above, the employee will provide to the Department Administration or have postmarked, a Department Form FD-52, Medical Certification/Release, completed by a treating health care provider, certifying the fact of employee sickness occurring prior to the first day of a scheduled vacation period. Failure or inability of a treating health care provider to certify the fact of sickness prior to a scheduled vacation period will result in denial of sick leave for the scheduled vacation period and the vacation period will proceed as scheduled.

(C) Certification upon a Department Form FD-52, of an employee's fitness to return to duty during a scheduled vacation period, shall result in the termination of sick leave and continuation of the balance of the employee's scheduled vacation period. An employee receiving long term disability benefits on the first day of a vacation period, scheduled in advance of the onset of sickness, may reschedule the vacation period on future dates. The actual dates upon which vacation days are rescheduled, pursuant to this Section, shall be a matter within the discretion of the Chief

of the Department.

SECTION 16. Willful violation of any of the Policies and Procedures and Operating Guidelines of sick leave by an employee or willful making of any false report regarding illness or sick leave shall subject the employee committing such violation or making such false report to disciplinary action and shall be considered cause for discharge, suspension or demotion, subject to the law and rules regulating such actions.

SECTION 17. An employee, receiving sickness or injury disability benefits, may leave the City with the permission of their health care provider during the period of such disability, commencing on the second consecutive day of absence. However, prior to leaving the City for a period of twenty-four (24) hours or more, the employee will advise the Department Administration of their intent to leave the City and will provide, whenever possible, a phone number and address at which the employee may be reached while outside the City. If the employee anticipates that the period of absence is to be greater than seven (7) days in duration, the employee shall, prior to leaving the City, submit a written report to the Chief. Such report shall include:

- (A) A health care provider's statement disclosing the nature of the disability, that the employee is fit to travel, and an estimate by the health care provider as to the date the employee will be able to return to duty.
- (B) An address at which the employee may be reached while outside the City.
- (C) A telephone number at which the employee may be reached while outside the City. Employees on long term disability leave who have left the City, shall be subject to the provisions of Section 10 of this Article.

SECTION 18. An employee on long term disability leave, who sustains an injury in the course of performing work for another employer, shall advise the Department Administration of the occurrence of the injury. Payments made to the employee pursuant to the terms of this Article, shall be reduced by the amount of worker's compensation payments, if any, received by the employee as the result of the off duty injury.

## ARTICLE XV-B - SICKNESS DISABILITY PROGRAM - B<sup>2</sup>

SECTION 1. All employees represented by the bargaining unit shall be qualified to receive payment from the City on account of physical inability to work by reason of sickness or accidental injury occurring outside of employment. Sickness disability payments shall terminate when disability for work ceases and shall, in no case, extend beyond the periods hereinafter provided.

SECTION 2. The administration of this Sickness Disability Program shall be accomplished by the Chief under such Policies and Procedures and Operating Guidelines as may be prescribed by the Board of Police and Fire Commissioners. The several provisions of this Article shall not be understood to infringe on the statutory power of the Board of Police and Fire Commissioners to conduct investigations and the Board may, at any time, conduct investigations into the operation of the Sickness Disability Program.

SECTION 3. The word "sickness" as it occurs in these provisions shall be understood to include bodily disease and afflictions affecting an employee, except as hereinafter stated, whether or not a precise diagnosis is possible, when such disease is in fact disabling. Sickness shall include any ailment or condition due to bodily injury except such injuries as are exempt because compensable under the Worker's Compensation Act. Injury may be either traumatic, such as that received from falls, wound, and contusions, or may consist of such conditions as heat prostration or electric shock. 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. Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular conditions necessitating attention by an optometrist or

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<sup>2</sup> Effective January 1, 1996, all new hires are required to participate in "Sickness Disability Program - B". Employees hired prior to January 1, 1996 and currently in Sickness Disability Program - A, may change to Program - B anytime during the term of the 1996-98 contract with a thirty (30) day notice to the Human Resources Office. This change is irreversible. Current employee balances will be equal to the years of service (X 80 hours) less sick time used during prior years of service.

ophthalmologist may be recognized as a proper cause for granting sick leave.

SECTION 4. BENEFITS. Beginning on the date of execution of this contract, the sickness disability benefits shall be as follows:

(A) 24-hour personnel shall earn 15 hours of sick leave per month.

(B) 8-hour personnel shall earn 6.67 hours per month.

SECTION 5. TERMINATION OF LONG TERM DISABILITY BENEFITS. Thirty (30) days from the date a health care provider determines that an employee is permanently and totally disabled, or that the employee will never return to unrestricted duty within the fire service, or will not return to unrestricted duty for a period exceeding one (1) year, an employee will make application for disability retirement benefits through the Department of Employee Trust Funds. Thirty (30) days after certification of disability by the Department of Employee Trust Funds, or within thirty (30) days after receipt of the decision of an Administrative Law Judge/hearing examiner, of the Worker's Compensation Division, Department of Workforce Development, determining the employee eligible for benefits under Section 40.65, Wisconsin Statutes, sickness disability benefits will cease. Employment will simultaneously terminate, subject to existing rules regarding use of accrued vacation days.

SECTION 6. An employee whose sickness disability benefits cease between January 1, 2022, through December 31, 2025, under the conditions set forth in Section 5 above, may participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (14) of the Revised Municipal Code and, if applicable, payment of the premium share addressed in Article XVI, Section 1.

SECTION 7. MEDICAL REPORTS. The City and the Association hereby reacknowledge the authority of the City to require an employee, receiving sickness disability benefits, to submit periodic medical reports, as well as to require the employee to be examined by a health care provider retained by the City.

SECTION 8. The employee is to give notification of sickness to their immediate supervisor prior to the scheduled work starting time. In the event the employee has not given such prior notification, sick leave may be granted by the Chief if the circumstances justify it.

## SECTION 9.

### (A) Vacation Accrual

- (1) Loss of vacation accrual shall begin after three (3) consecutive months on sickness disability, at a loss rate of 1/12 of the employee's annual vacation entitlement for the third month and 1/12 for each succeeding full month on sickness disability.
- (2) If an employee goes on sickness disability leave on or before the 15th day of the month, they shall be considered to be on sickness disability leave for the complete month and if the employee goes on sickness disability leave after the 15th day of a month, that month will not be considered for loss of vacation accrual. If the employee returns to duty prior to completing any full month on sickness disability, that month shall not be considered for loss of vacation accrual. If an employee is on sickness disability leave on December 31, loss of vacation accrual will, nonetheless, continue into the next year.
- (3) If an employee is on sickness disability leave on their appointment date, loss of vacation accrual will nonetheless continue.

### (B) Holiday Accrual

- (1) Loss of holiday pay accrual shall begin after three (3) consecutive months on sickness disability, at a loss rate of 1/12 of the employee's holiday pay for the third month and 1/12 for each succeeding full month on sickness disability.
- (2) If the employee goes on sickness disability leave on or before the 15th day of a month, they shall be considered to be on sickness disability leave for the complete month and if the employee goes on sickness disability leave after the 15th day of a month, that month will not be considered for loss of holiday pay accrual. Likewise, if the employee returns to duty prior to completing any full month on sickness disability that month shall not be considered for loss of holiday pay accrual.
- (3) Holiday pay is paid for the period of January 1 through December 31 of each year. If an employee is on sickness disability leave on December 31, loss of holiday pay accrual will

nonetheless continue into the next year.

SECTION 10. This program shall not apply to time lost due to accidental injury arising out of and in the course of employment for the City.

SECTION 11. CERTIFICATION OF SICKNESS.

(A) Sick leave of five (5) consecutive working days or less for 8-hour personnel or of two (2) consecutive scheduled platoon days or less for 24-hour personnel may be permitted without requiring the employee to submit a health care provider's certification of sickness or illness provided the Chief has other satisfactory evidence of bona fide illness. A one (1) day temporary platoon transfer shall not be considered as a scheduled platoon day for purposes of this paragraph. The granting of sick leave without the necessity of a health care provider's certification is in all cases discretionary with the Chief and shall be subject to such verification as they see fit to require at City expense for the first incident and at employee expense for all subsequent incidents within a twelve (12) month period, upon written notice to the employee. The City shall not pay the expense of any sick leave verification required as the result of a pattern of sick leave use which, subsequent to employee counseling, suggests to the Department Administration that an employee is abusing sick leave benefits. If an employee is outside West Allis at the time of the request for sickness disability, payments shall be made for only certified sickness.

(B) When sick leave extends beyond the fifth consecutive working day of absence for 8-hour personnel or beyond the second consecutive scheduled platoon day of absence for 24-hour personnel, a statement from a health care provider (when appropriate) certifying the nature and extent of the sickness and the anticipated date of return is required in all cases. There shall be no payment for sickness in excess of five (5) consecutive scheduled days for 8-hour employees or two (2) consecutive scheduled platoon days for 24-hour employees until certification is received by the Chief. A one (1) day temporary platoon transfer shall not be considered as a scheduled platoon day for the purpose of this paragraph.

(C) Employees receiving sickness disability benefits shall periodically submit reports regarding the



nature of the sickness. Said reports shall include the health care provider's estimate of the date the employee will be able to return to duty. The Chief, keeping in mind the nature of the sickness, shall determine the interval between reports.

(D) An employee, upon returning to work after receiving sickness disability benefits, shall submit a health care provider's report certifying that the employee is able to return to full duty.

(E) The word health care provider as it occurs herein is defined as provided under State and Federal FMLA – a doctor of medicine, doctor of osteopathy, physician's assistant, podiatrist, dentist, clinical psychologist, optometrist, chiropractor, nurse practitioner, nurse midwife, or Christian Science Practitioner.

SECTION 12. Sick leave will not be granted in cases of sickness occurring on vacation. Vacation days will not be rescheduled as the result of sickness occurring in the course of a period of vacation. Vacation shall be rescheduled as the result of sickness occurring prior to the first day of a scheduled vacation period and continuing on the first and subsequent days of a scheduled vacation period, only under the following conditions:

(A) The Department Administration must be provided notice of the fact of the employee's sickness occurring prior to the first day of a scheduled vacation period, and that a health care provider's certificate will be timely provided to the Department Administration;

(B) Within three (3) calendar days of the notice provided under Paragraph (A) above, the employee will provide to the Department Administration or have postmarked, a Department Form FD-52, Medical Certification/Release, completed by a treating health care provider, certifying the fact of employee sickness occurring prior to the first day of a scheduled vacation period. Failure or inability of a treating health care provider to certify the fact of sickness prior to a scheduled vacation period will result in denial of sick leave for the scheduled vacation period and the vacation period will proceed as scheduled.

(C) Certification upon a Department Form FD-52, of an employee's fitness to return to duty during a scheduled vacation period, shall result in the termination of sick leave and continuation of the

balance of the employee's scheduled vacation period. An employee receiving sickness disability benefits on the first day of a vacation period, scheduled in advance of the onset of sickness, may reschedule the vacation period on future dates. The actual dates upon which vacation days are rescheduled, pursuant to this Section, shall be a matter within the discretion of the Chief of the Department.

SECTION 13. Willful violation of any of the Policies and Procedures and Operating Guidelines of sick leave by an employee or willful making of any false report regarding illness or sick leave shall subject the employee committing such violation or making such false report to disciplinary action and shall be considered cause for discharge, suspension or demotion, subject to the law and rules regulating such actions.

SECTION 14. An employee, receiving sickness or injury disability benefits, may leave the City with the permission of their health care provider during the period of such disability, commencing on the second consecutive day of absence. However, prior to leaving the City for a period of twenty-four (24) hours or more, the employee will advise the Department Administration of their intent to leave the City and will provide, whenever possible, a phone number and address at which the employee may be reached while outside the City. If the employee anticipates that the period of absence is to be greater than seven (7) days in duration, the employee shall, prior to leaving the City, submit a written report to the Chief. Such report shall include:

- (A) A health care provider's statement disclosing the nature of the disability, that the employee is fit to travel, and an estimate by the health care provider as to the date the employee will be able to return to duty.
- (B) An address at which the employee may be reached while outside the City.
- (C) A telephone number at which the employee may be reached while outside the City.

SECTION 15. An employee on sickness disability leave, who sustains an injury in the course of performing work for another employer, shall advise the Department Administration of the occurrence of the injury. Payments made to the employee pursuant to the terms of this Article, shall be reduced by

the amount of worker's compensation payments, if any, received by the employee as the result of the off duty injury.

## ARTICLE XVI - HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE

### 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 December 1, 2021 through December 31, 2025:

(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.<sup>3</sup>

(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>4</sup>

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

### SECTION 2.

(A) An employee who retires between January 1, 2022 and December 31, 2025, shall be eligible to participate in health insurance provided by the City for retirees upon compliance with Section 2.76 (14) of the Revised Municipal Code and, if applicable, payment of the premium share addressed in Section 1 above.

(B) Effective January 1, 1986, a retiring employee may elect to participate in the health insurance program through payment of fifty percent (50%) of the prescribed premium until they and the employee's spouse reach age 65. This is an irrevocable decision which will be made at the time of retirement.

SECTION 3. The City's safety eyeglass program shall continue in effect.

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<sup>3</sup> If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in (A)(1). An employee's eligible child(ren)) may participate in City- sponsored HRA's

<sup>4</sup> If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in (A)(1). An employee's eligible child(ren)) may participate in City- sponsored HRA's

SECTION 4. Employees shall be covered for life insurance under the State of Wisconsin Life Insurance Program in accordance with Section 40.70 through 40.74, Wisconsin Statutes. The City shall pay one hundred percent (100%) of the employee life insurance premium under the City's existing Wisconsin Group Life Insurance Program for each employee enrolled.

SECTION 5.

(A) Effective January 1, 1981, employees within the bargaining unit shall be covered for dental insurance under the dental insurance program established for employees within the managerial, supervisory, confidential and professional service of the City of West Allis, pursuant to City Resolution No. 19987, July 1, 1980.

(B) The City shall pay one hundred percent (100%) of the premium for dental insurance effective January 1, 2022 through December 31, 2025.

## ARTICLE XVII - MILITARY LEAVE

SECTION 1. It is the policy of the City of West Allis to provide for the reinstatement of officers and employees when they enter military service in times of national emergency and to encourage its officers and employees to affiliate with reserve components of the military establishment to further the preparedness of the nation and to insure that the officer and employee sustain no financial loss as a consequence of fulfilling their obligations as a responsible citizen.

SECTION 2. Any full-time employee other than any person employed on a provisional basis who is now or hereafter becomes an active member of the military during a period officially proclaimed to be a national emergency or a limited national emergency or under PL 87-117 shall be granted a leave of absence during the period of such service. Upon completion or release from active duty under honorable conditions, the person shall be reinstated to the position held at the time said leave of absence was taken or to a position of like seniority, status, pay and salary advancement; provided, however, that the employee still be qualified to perform the duties of the position or similar positions and if the employee is not so qualified, the employee shall be employed in such position for which they shall be qualified at seniority status, pay and salary advancement of the position held at the time of taking such leave. Any person occupying a probationary status upon commencing military leave, shall revert to such status upon reinstatement. The person appointed to fill such position during the absence of the employee on military leave shall, upon the latter's reinstatement, be transferred to a similar position if one is available. If not, the name of that employee shall be placed on the appropriate reinstatement list in accordance with the rules of the Police and Fire Commission. All military leaves of absence shall be terminated in case a person granted such leave shall fail to make application for re-employment within ninety (90) days after being released from active service in the military of the United States, unless such person is hospitalized by the United States Government for a disability incurred or aggravated in line of duty in which case the ninety (90) day period shall be enforced after discharge from the hospital. In the event the person continues to remain on active duty after being eligible for release or discharge,

application for reinstatement shall be made within fifteen (15) months after becoming so eligible. Nothing contained herein shall be construed as limiting the authority of the Board of Police and Fire Commissioners to require a person to provide positive proof of discharge under honorable conditions or any other pertinent administrative data.

SECTION 3. Except as provided in Section 4, any employee other than those employed on a provisional basis shall be granted a leave of absence not to exceed fifteen (15) successive days, including Saturdays, Sundays, and legal holidays, during the calendar year to take training as members of a reserve component of the military establishment whether under the direction of the state or federal authorities. Said leave shall be granted by the Chief on presentation of satisfactory evidence of military authority to take such training. The Finance Director/Comptroller shall pay to the person for the period of such leave, including travel time, the difference between the employee's salary (without overtime) and the employee's basic military pay if the military pay is the lesser. The Finance Director/Comptroller shall require the person to furnish proof as to the number of days spent on active duty training, including travel time, and as to the amount of basic military pay by certified copy of the person's orders, or such other form as the Finance Director/Comptroller may, in their judgment, deem acceptable.

SECTION 4. Leave of absence for training or other valid military purpose beyond the fifteen (15) days limitation set forth herein may be granted by the Chief, but, in no event, shall such leave exceed forty-five (45) consecutive days including Saturdays, Sundays and legal holidays during any calendar year.

## ARTICLE XVIII - FUNERAL LEAVE

SECTION 1. In case of the death of the employee's spouse, child, step-child, mother, father, mother-in-law, and father-in-law, the Chief shall grant up to seven (7) calendar days leave, if needed, but:

- (A) Not exceeding two (2) workdays for 24-hour employees, or forty-eight (48) hours total;
- (B) Not exceeding five (5) workdays for 8-hour employees, or forty hours (40) total.

SECTION 2. In case of the death of the employee's brother, sister, son-in-law or daughter-in-law (and step relations of the same relationships), the Chief shall grant leave, if needed, as follows:

- (A) Not exceeding one (1) workday for 24-hour employees, or twenty-four (24) hours total.
- (B) Not exceeding three (3) workdays for 8-hour employees, or twenty-four (24) hours total.

SECTION 3. In case of the death of the employee's grandmother, grandfather, grandchild, aunt, uncle, brother-in-law<sup>5</sup> and sister-in-law,<sup>6</sup> and in exceptional circumstances, step relations of the same, the Chief shall grant leave, if needed, as follows:

- (A) Not exceeding one (1) workday, twenty-four (24) hours, for 24-hour employees in order to attend the burial or memorial service in cases of cremation or donations where there is to be no burial or internment.
- (B) Not exceeding one (1) workday, eight (8) hours, for 8-hour employees to attend the burial or memorial service in cases of cremation or donations where there is to be no burial or internment.

SECTION 4. In case of the death of any other relative, an employee will be permitted to make a time trade in order to attend the funeral.

SECTION 5. In case of the death of a co-worker, the Chief may grant up to one (1) workday leave in order to attend the funeral. Leave to attend the funeral of a co-worker shall be limited to two (2) employees represented by the bargaining unit.

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<sup>5</sup> The following 1979 definition provided by the City Attorney's Office is used for brother-in-law and sister-in-law: Deceased is married to employee's sibling or deceased is spouse's sibling.

<sup>6</sup> The following 1979 definition provided by the City Attorney's Office is used for brother-in-law and sister-in-law: Deceased is married to employee's sibling or deceased is spouse's sibling.



## ARTICLE XIX - DUTY INCURRED DISABILITY PAY

SECTION 1. Effective January 1, 1985, an employee who sustains an injury while performing within the scope of their employment, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), will receive eighty percent (80%) of base salary, as "injury pay," in lieu of worker's compensation for the period of time they may be temporarily, totally or partially, disabled because of this injury. Upon notification that a duty disability injury would require an employee to be off platoon assignment for a period of two (2) weeks or more, the employee will be required to start limited duty after a period of five (5) calendar days.

SECTION 2. Base salary is defined as base pay plus longevity, and paramedic pay if applicable, but excluding all other pays and allowances.

SECTION 3. In providing injury pay in an amount equal to eighty percent (80%) of the employee's base salary, the employee acknowledges that the City will make a payroll adjustment to their bi-weekly pay check, deducting an amount equal to twenty percent (20%) of base salary for that portion of the pay period they received injury pay and will make no subsequent claim for this amount. The payroll deduction will be administered so as not to reduce the employee's pension benefits. For purposes of this paragraph, the term, "base salary", means the employee's base salary pay rate in effect during the pay period during which they claim injury pay. An appeals process is available through the Finance Director/Comptroller.

SECTION 4. Questions and disputes involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Workforce Development relative to worker's compensation.

SECTION 5. Whenever an employee sustains a compensable injury, they shall immediately notify the Commanding Officer of this fact.

SECTION 6. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of this determination, the City

will not deduct twenty percent (20%) from injury pay benefits as provided herein.

SECTION 7. When the City has paid injury pay and the employee makes claim for damages against any third party or their insurer, the City shall be entitled to receive from any damages recovered by such employee, reimbursement for such wages and medical expenses paid in the same proportion as prescribed by Section 102.29, Wisconsin Statutes, for worker's compensation payments.

SECTION 8. Travel outside the City while receiving injury pay shall be governed by the provisions of Article XV, Section 15, Sickness Disability Program.

## ARTICLE XX - LIMITED DUTY

SECTION 1. Employees who suffer an injury but who are able to perform limited duties shall be required to do so rather than take injury leave. Whether or not an employee is able to perform limited duties shall be determined by the employee's doctor, the City's doctor, or both, or in the case of disagreement, a doctor mutually agreed upon by the City and the Association. Limited duty shall consist of working eight (8) hours per day, forty (40) hours per week, and the member performing such duty shall not be considered part of their regular duty shift. Limited duty shall require the employee to work as a member of a normal shift but the member shall only perform those duties approved by their doctor, the City's doctor, both doctors, or in the case of disagreement, a doctor mutually agreed upon by the City and the Association.

SECTION 2. A member performing limited duty for eight (8) hours per day or forty (40) hours per week shall not be charged injury leave during the calendar week when such duties are performed. If the employee works less than eight (8) hours per day or forty (40) hours per week, they will be charged injury leave upon a pro rata basis determined on the total number of hours they normally would work.

SECTION 3. The City shall make the determination of whether an employee shall perform limited duty subject only to approval of the medical authority as described herein.

SECTION 4. The various duties to be performed as "limited duties" shall be made available in advance to the medical authority making the determination of whether or not a member can perform such duties. The City and the Association shall review every thirty (30) days, duties performed by an employee when limited duties are involved; medical advice shall be sought during such review.

SECTION 5. It is understood and agreed, however, that the City shall have the final determination of how long and when limited duty shall be continued or terminated.

SECTION 6. "Limited" duties shall include, but shall not be limited to the following:

(A) Inspection duties

(B) Kitchen duties

(C) Housekeeping duties (cleaning, sorting, dusting, sweeping, polishing, etc.)

(D) Statistical reports

(E) Conduct and/or schedule training sessions (CPR, first aid, etc.)

(F) Document management (e.g. scanning)

(G) Updating occupancy records

(H) Pre-fire planning

SECTION 7. The list of duties to be performed as "limited" duty may be revised from time to time by the City in consultation with the Association and medical personnel.

SECTION 8. An employee performing limited duties shall not engage in outside employment unless such employment is limited to the duties allowable while on limited duty.

SECTION 9. An employee performing limited duties shall not be subject to the provisions of Section 11, Article XV, nor Article XIX.

SECTION 10. An employee on sickness disability leave may opt to participate in the limited duty program as stated above. However, said participation is at the discretion of the City as stated in Sections 3 and 5 above. The decision to participate must be made at the onset of the disability or as soon thereafter as possible, but not later than five (5) calendar days after the onset of the disability.

SECTION 11. While on limited duty, no work reduction changes will be allowed, however, the employee will have off on previously scheduled Work Reduction Days. Work reduction changes outside the expected duration of the limited duty period are permissible.

## ARTICLE XXI - PENSIONS

SECTION 1. Employees shall be enrolled in the Wisconsin Retirement System (WRS) pursuant to Section 40.22, Wisconsin Statutes.

(A) Effective January 1, 1987, the City shall pay up to eight percent (8%) of all paid earnings to the Wisconsin Retirement Fund; this payment will be made in lieu of the retirement contributions otherwise required to be deducted earnings of participating employees pursuant to Section 40.05 (1), Wisconsin Statutes.

(B) Effective October 1, 2012, employees shall pay three percent (3%) of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

(C) Effective April 1, 2013, employees shall pay up to six percent (6%) of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

(D) Effective the first full pay period after December 1, 2017, employees shall pay the full portion of the employee contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

SECTION 2. It is understood that any employee hired on or after July 1, 2011, is subject to paying the requisite portion of the employee required contribution in accordance with Section 40.05 (1), Wisconsin Statutes and any other applicable laws.

## ARTICLE XXII - TRANSFER OF PERSONNEL

SECTION 1. 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 November 1 of each year all personnel shall pick their 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 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.

SECTION 2. TEMPORARY TRANSFERS. 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. Transfers shall be made prior to 2000 hours, if possible, except Paramedics may be transferred back to the Medic Unit up to 0400 hours. Probationary Fire Fighters shall not be subject to temporary transfers for the first twelve (12) months of their employment, unless the Department Administration deems necessary. Personnel assigned to shop duty shall be exempt from temporary transfers for that day. When an employee is required to transfer from station to station, during their tour of duty, the Battalion Chief shall arrange to have the employee transported in a Department vehicle. If the transfer is for the remainder of the employee's tour of duty, the employee will be responsible for their own transportation after the tour of duty is completed. If the employee has their vehicle at the station, they will be allowed to use their own vehicle for transportation.

## ARTICLE XXIII - PROMOTIONS

SECTION 1. Promotion to the positions of Equipment Operator, Lieutenant, and Captain shall be governed by the provisions of current Department Orders.

SECTION 2. All employees, scheduled off duty on a day during which they are to take a written promotional examination will not make a time trade so as to be on duty when the written examination is administered.

SECTION 3.

- (A) Any member of the bargaining unit that is voluntarily or involuntarily demoted within the first year probationary period, shall be returned to the rank previously held (i.e., Fire Fighter, Equipment Operator, Lieutenant, etc.) in the seniority position they held prior to the promotion.
- (B) Any member of the bargaining unit that is voluntarily or involuntarily demoted after they have completed the first year probationary period, shall be returned to the rank previously held (Equipment Operator, Lieutenant) in the seniority position equal to the amount of time they served in that position (i.e., if a member was a Lieutenant for eight (8) years prior to demotion from Captain, the member is positioned as an 8-year Lieutenant). The only exception shall be anyone returned to the Fire Fighter rank shall have seniority determined from the date of hire.
- (C) Any member of the bargaining unit that accepts a non-bargaining unit position shall have the one (1) year probationary period to return to their unit rank without loss of seniority (as in Paragraph (A)). After the one (1) year probationary period, a non-unit employee can only return to the Fire Fighter rank with seniority from date of hire.
- (D) No bargaining unit member will be demoted because of a voluntary or involuntary demotion of another employee.
- (E) Any member of the bargaining unit that returns to a rank previously held (because of voluntary or involuntary demotion) shall retain and be credited all seniority earned while in that rank.

## ARTICLE XXIV - RESIDENCY

### SECTION 1.

(A) Members may reside within any municipality, and shall, at all times, maintain a telephone in their residence, or may substitute a cellular and/or wireless telephone that enables reliable contact with the employee through the use of ordinary voice communications. (Employees who substitute cellular and/or wireless telephones for the telephone in their residence shall have no expectation of compensation for carrying the phone, or for any expenses related to the activation, replacement or costs of using the wireless telephone.) Employees who substitute a cellular and/or wireless telephone for the landline telephone in their residence shall maintain the device in good working order and shall consider any phone call received from the West Allis Fire Department to be a record of contact with the employee. This would be a record of contact for vacation picking, overtime, minimum staffing, etc. The member shall within twenty-four (24) hours notify the Chief of any change of address or telephone number through which they may be reached in cases of emergency or special duty.

#### (B) Two-Tier Residency Program

- (1) A two-tier wage scale shall be established for resident and non-resident employees.
- (2) An employee's wage scale (resident (R) or non-resident (P)) shall be determined on an ongoing basis by the actual locational status of the employee from the exact date that residency to non-residency or non-residency to residency occurs; no post-dating or pre-dating shall take place. Employees shall notify the City within twenty-four (24) hours of any change in residency.



## ARTICLE XXV - OFF-DUTY TIME

SECTION 1. The City shall not impose regulations primarily related to wages, hours and conditions of employment upon an employee's off-duty time except in the case of a call back for duty and conduct which:

- (A) Brings discredit upon the City of West Allis or the West Allis Fire Department; or
- (B) Results in the use of public employment for private gain.

SECTION 2. Conduct in contravention of this Article shall be subject to disciplinary action. The Board of Police and Fire Commissioners of the City of West Allis may adopt rules, not inconsistent herewith, for the implementation of this Article.

SECTION 3. For the reasons stated below the Chief of the West Allis Fire Department shall prohibit employees of the West Allis Fire Department from performing fire fighting duties for municipalities operating a paid or volunteer fire department other than the City of West Allis.

- (A) The provision of fire protection services to the public is a dangerous occupation requiring highly trained, capable personnel using appropriate methods and equipment under the direction of experienced supervisors. As such, the performance of fire protection duties without the requisite training, methods, equipment, or supervision may threaten the health and well-being of employees and the public.
- (B) Employees who perform fire protection duties on a voluntary basis or as a result of outside employment are subject to increased exposure to hazardous conditions that may result in a greater incidence of illness or injury. Consequently, the performance of such duties for other municipalities may have a direct bearing on employee's ability to perform fire protection duties for the City of West Allis.
- (C) State statute has established a presumptive relationship between an employee's fire suppression duties and heart or respiratory impairment or disease (891.45), infectious disease (891.453), and cancer (891.455), the employee may develop. The City of West Allis and its taxpayers are

financially liable for the employee's duty disability benefits, and must be confident that such disabilities are the result of the employee's work for the City of West Allis and not for other municipalities.

- (D) The prohibition against employees of the West Allis Fire Department from performing fire fighting duties for municipalities other than the City of West Allis shall be in effect beginning on the first day of April, 1996. Violation of this Section, after one (1) written warning shall result in discharge from service of said employee. 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.

## ARTICLE XXVI - GRIEVANCE PROCEDURE

SECTION 1. A grievance shall consist only of a dispute involving the interpretations or application of provisions of this Agreement, including a complaint involving working conditions established by this Agreement and the application of the Fire Department Policies and Procedures and Operating Guidelines which are primarily related to wages, hours and conditions of employment. The grievance procedure shall not apply to departmental operations and proceedings, disciplinary actions, promotional procedures, job classifications, or any other matter contained in Section 62.13, Wisconsin Statutes. All matters subject to the provisions of Section 62.13, Wisconsin Statutes, not covered in this Agreement, shall be processed in accordance with such statute.

SECTION 2. A grievance shall be governed and controlled by the following procedure:

(A) STEP 1. If an employee has a grievance, they shall first present and discuss the grievance orally with the Battalion Chief in charge of their platoon or the Battalion Chief on duty, either alone or accompanied by an Association Representative. The employee is to state that they are presenting a first step grievance and the Association Representative is to identify their position and authority. The Battalion Chief shall orally communicate a decision to the employee before the end of the employee's next regularly scheduled workday. In order to be timely, a grievance must be presented at the Step 1 level within five (5) calendar days of knowledge of the circumstances causing the grievance.

(B) STEP 2. The grievance shall be considered settled at the Step 1 level, unless within five (5) business days after the communication of the Battalion Chief's decision, the employee and/or Association Representative shall reduce the grievance to writing and present it to the Chief. The written grievance shall specifically state the provision or provisions of this Agreement, Department Policies and Procedures and Operating Guidelines which are alleged to have been violated. The Chief shall meet with the grievant and/or Association Representatives for the purpose of discussing and attempting to resolve the grievance. The meeting shall be scheduled at the mutual convenience

of the parties. Within ten (10) calendar days after the date of said meeting, the Chief shall provide a written answer to the grievant with copies to the Grievance Committee and the Association Representative. The written answer shall state the resolution agreed to for the grievance or the reason(s) for rejecting the grievance, and may state a suggested resolution of the grievance if rejected. The grievance shall be considered settled in accordance with the written answer of the Chief unless written notice is given by either the grievant or the Association of the desire to appeal the grievance to either the Commission or to private arbitration. In order to be timely, the written notice of appeal must be presented to the Chief and Board of Police and Fire Commissioners of the City of West Allis within fifteen (15) calendar days after the date of the Chief's written answer. The written notice shall state the form of arbitration which has been selected.

(C) STEP 3. POLICE AND FIRE COMMISSION APPEAL. The Commission shall schedule and hold a hearing within thirty (30) calendar days or sooner after the date the written notice of appeal is filed. The Commission shall render its decision within ten (10) calendar days after the hearing. A copy of the decision shall be forwarded to the grievant(s), Grievance Committee and the Association. The decision of the Commission shall be final and binding upon the parties. In rendering its decision, the Commission shall neither add to, detract from, nor modify the intent and/or language of this Agreement or departmental rules, regulations and procedures.

(D) STEP 4. ARBITRATION APPEAL. The private arbitration of a grievance shall be governed and controlled by the following procedures:

- (1) Absent a mutual agreement as to the selection of an arbitrator, the Association shall make a written request to the Wisconsin Employment Relations Commission to provide a panel of five (5) arbitrators. This request must be made within ten (10) calendar days after the date of the written notice of further appeal.
- (2) Upon receipt of the panel of arbitrators from the Wisconsin Employment Relations Commission, the City and the Association, or their designated representatives, shall select an arbitrator to hear and determine the grievance from the panel by the process of elimination. The

City and the Association shall have the right to delete two (2) names from the panel, each in alternate strikes, with the remaining person being the selected arbitrator. The party to strike first shall be determined by a form of chance to be agreed to by the parties.

- (3) The arbitrator, so selected, shall hold a hearing at a time and place convenient to the parties, and shall take such evidence as is in the judgment of the arbitrator appropriate for the proper determination of the grievance. The arbitrator shall have initial authority to determine whether or not the grievance is arbitrable and when so determined, the arbitrator shall proceed to determine the merits of the grievance submitted to arbitration.
- (4) The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the close of the hearing, or thirty (30) calendar days after the receipt of post hearing briefs. The arbitrator in arriving at a decision shall neither add to, detract from, nor modify the language of this Agreement or Department Policies and Procedures and Operating Guidelines. The arbitrator shall adjudicate and not legislate or determine interests.
- (5) If the arbitrator rules that the subject matter is not arbitrable, the Association may submit the matter to the proper jurisdiction.
- (6) Expenses for the services of the arbitrator and the proceedings shall be borne equally by the City and the Association. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing such party pays for the record. If both parties desire a verbatim record, such costs shall be borne equally between the parties.

SECTION 3. The time limits set forth in the procedures of this Article may be extended by mutual agreement between the parties, but such agreements shall be evidenced in writing.

## ARTICLE XXVII - EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The City shall not discriminate against any employee with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, age, marital or veteran's status, sex, national origin, disability, or any other legally protected status.

## ARTICLE XXVIII - STRIKE PROHIBITION

SECTION 1. The Association agrees, individually and collectively, not to strike, slow down, engage in mass sick calls, or by any similar manner impede the operational efficiency of the Fire Department, including refusals to perform customarily assigned fire duties, which include the working of overtime.

SECTION 2. The Association shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 1.

SECTION 3. Participation by employees in the actions prohibited by Section 1 shall be sufficient basis for disciplinary action, including discharge.

SECTION 4. When the Association is notified by the City of a violation of this Article, the Association shall immediately take necessary affirmative action to terminate the prohibited conduct. The Association shall be liable, financially or otherwise, to the City for such prohibited conduct unless such necessary affirmative action is immediately taken. Affirmative action shall include the following:

(A) Officers of the Association shall talk with those responsible for or participating in such prohibited conduct, stating to them that:

- (1) their action violates this Agreement which subjects them to discipline, including discharge;
- (2) the prohibited conduct is not authorized by the Association and the Association does not approve or condone it; and
- (3) the prohibited conduct should immediately cease and the involved personnel should immediately return to their respective and assigned duties.

(B) The Association shall immediately post a notice signed by its President stating the information listed in (A) above.

## ARTICLE XXIX - MAINTENANCE OF STANDARDS

Except where specifically provided for in this Agreement or where subsequently modified as the result of negotiation, all conditions of employment primarily related to wages, hours of work, and general working conditions, which have been continuous and are known and sanctioned by the Chief of the Fire Department, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement.



## ARTICLE XXX - MISCELLANEOUS PROVISIONS

SECTION 1. Any motions, resolutions, and/or ordinances heretofore adopted by the City Council, which are contradicted by the terms of this Agreement, are hereby superseded by this Agreement. Likewise, any Department Orders, Policies and Procedures and Operating Guidelines that have been adopted by the Chief and/or the Commission, which are inconsistent with the provisions of this Agreement, are hereby superseded by this Agreement.

SECTION 2. A fund is established for the purpose of purchasing kitchen maintenance supplies within the fire stations. Sums within the fund shall be expended for kitchen linen rental fees, soap, cooking utensils, tableware, and small kitchen appliances. On January 1 of each calendar year, the City will allocate or transfer to the fund One Thousand Five Hundred Dollars (\$1500.00). All bills will be reviewed by the Fire Department officer assigned to supervise the company fund and shall be forwarded to the Chief of the Department for approval and payment. All sums within the fund which are not expended during any calendar year shall be carried forward to the subsequent calendar year.

SECTION 3. The City will provide tuition reimbursement under the terms and conditions set forth herein:

(A) 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 (\$1,000.00) per year of tuition and seminar costs incurred through enrollment in courses or seminars directly related to an employee's job.

(B) Reimbursable tuition costs shall include tuition, course materials, books, library fees, student fees, supplies, registration, etc.

(C) Reimbursable tuition costs shall not include mileage or other transportation costs, meals or lodging.

(D) Reimbursement shall not be made to an employee if reimbursable costs are paid by other sources.

(E) Course and subject approval shall be obtained in advance from the Fire Chief in order to qualify

for later reimbursement.

(F) In order to qualify for reimbursement, the employee must submit proof to the Police and Fire Commission of satisfactory completion of each semester's work with at least a grade point average of "C" or the equivalent, or an attendance certificate, whichever is appropriate.

(G) Course work will be accomplished during non-working hours.

**SECTION 4. LATERAL HIRES.** Lateral hires will only apply to the position of entry level Fire Fighter.

Entry level Fire Fighters hired under this lateral hire provision may receive a starting annual salary in the Fire Fighter pay range and a vacation allowance commensurate with their education, training and years of experience prior to beginning their employment with the City of West Allis and the West Allis Fire Department. Such determination shall be at the discretion of the Fire Chief, with approval from the Police and Fire Commission. All other provisions of this Agreement apply. Lateral hires will enter the Department as probationary Fire Fighters and all probationary requirements shall be governed by Department Policies and Procedures and Operating Guidelines.

**SECTION 5.** 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

**SECTION 6. MOBILE INTEGRATED HEALTH.**

(A) The delivery of community risk reduction ("CRR") services shall be provided by at least three (3) bargaining unit members or full-time fire department chief officers. If no member(s) of good standing voluntarily fill vacant CRR positions, the department reserves the right to provide CRR services, which may include the use of non-represented and/or non-sworn employees.

(B) The parties recognize two (2) bargaining unit pay classifications entitled:

(1) CRR Coordinator (80 hours), the pay rate for which shall be the same as the Lieutenant (80

- hour) pay rate as set forth under Appendix A of the current collective bargaining agreement; or the member's normal pay rate, whichever is higher, and;
- (2) CRR Provider (103.68 hours), the pay rate for which shall be the same as the Lieutenant (103.68 hours) as set forth under Appendix A of the current collective bargaining agreement.
- (C) Members of the bargaining unit who are CEMS certified, fire inspector certified, and who are appointed to CRR positions by the Fire Chief, as opposed to providing such services on an acting basis, shall be paid at the appropriate CRR Coordinator or CRR Provider pay rate. This provision shall not apply to bargaining unit members who provide CRR services on an "acting basis".
- (D) Length of term. Appointment terms for CRR Providers shall be three (3) years in length. The Fire Chief may elect to appoint individuals for subsequent and/or concurrent terms. Terms may end before three years of service due to other factors, including, but not limited to, reassignment to other bureaus, promotions, or departmental needs.
- (E) Filling of CRR Provider positions shall be at the Fire Chief's discretion, subject to the following:
- (1) Employees appointed to CRR Provider positions shall have the option to relinquish their appointment with the approval of the Fire Chief, with no adverse employment action.
  - (2) In the event an employee relinquishes his or her appointment, they shall be returned to their previously held position and compensated as such.
  - (3) The CRR Coordinator and CRR Providers serve at the will of the Fire Chief. The Fire Chief may elect to remove a member from the CRR program at any time. If a member is non-voluntarily removed from the CRR program, they shall return to their previous rank, role, and pay grade that was held before assignment to the CRR program, with a continuation of seniority of the previously held title.
- (F) Acting Pay. The acting pay for temporary filling of a CRR role will be based on the certifications of the member in the acting capacity. Fire Fighters who provide CRR services on an acting basis and who have obtained both the CEMS and Fire Inspection certification will receive their base rate plus the acting pay received by

- (G) Fire Fighters who serve as Lieutenants, as set forth under Appendix A of the collective bargaining agreement. Fire Fighters who provide CRR services on an acting basis and who have obtained only one of the required certifications (either CEMS or Fire Inspection) will receive their base rate plus the acting pay received by Fire Fighters who serve as Equipment Operators, as set forth under Appendix A of the current collective bargaining agreement.
- (H) This agreement is contingent upon the delivery of CRR services by the City.
- (I) This agreement applies to full-time CRR Provider positions within the Department. Each party reserves its rights with respect to the expansion of the CRR program. In the event the program is expanded, Local 342's right to bargain shall be limited to bargaining over the wages, hours, and conditions of employment related to said expansion and shall not involve negotiations over the exercise of managerial rights. Moreover, subject to the terms of this agreement and the labor agreement, the City specifically reserves the management right to design and implement the CRR program. Local 342 reserves the right to bargain over the impact of any changes in program design and/or implementation. Each party specifically reserves any residual rights, and this agreement shall be non-precedent-setting with respect to any other matter between the parties.
- (J) Employees engaged in off-duty Department-mandated CRR training shall be compensated under Article XI. Tuition costs for employees engaged in Department-mandated CRR training shall be paid by the City.

## ARTICLE XXXI - AMENDMENTS AND SAVING CLAUSE

SECTION 1. This Agreement is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the City and the Association where mutually agreeable. The waiver of any breach, term or condition of this contract by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 2. If any provision of this Agreement, or any addenda thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained or broadened by operation of law or any such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision. In the absence of a mutual agreement, either or both parties may proceed to interest arbitration.

SECTION 3. This Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

## ARTICLE XXXII - DURATION

SECTION 1. This Agreement shall become effective from the effective dates of the ordinances adopting and approving the Agreements and shall remain in effect to and including December 31, 2029, and thereafter shall be automatically renewed from year to year, unless, at least sixty (60) days prior to the date of expiration, either party shall by written notice served on the other state the desire to terminate the Agreement.

WEST ALLIS PROFESSIONAL FIRE FIGHTER'S ASSOCIATION, LOCAL 342

By: \_\_\_\_\_  
Name: Daniel Becker  
Title: President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Brandon Foley  
Title: Secretary/Treasurer  
Date: \_\_\_\_\_

CITY OF WEST ALLIS

By: \_\_\_\_\_  
Name: Erin Hirn  
Title: City Administrator  
Date: \_\_\_\_\_

WEST ALLIS POLICE AND FIRE COMMISSION

As to the provisions of the Contract which address operational functions.

By: \_\_\_\_\_  
Name: Mark Manthei  
Title: President  
Date: \_\_\_\_\_

Countersigned this \_\_\_\_ day of \_\_\_\_\_, 2025, and I hereby certify that provision has been made to pay the liability that will accrue under this contract between the City of West Allis and the West Allis Professional Fire Fighter's Association, Local 342.

By: \_\_\_\_\_  
Name: Jason Kaczmarek  
Title: Comptroller  
Date: \_\_\_\_\_

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
Name: Kail Decker  
Title: City Attorney  
Date: \_\_\_\_\_

## APPENDIX A

### SECTION 1. Rate Calculation

(A) 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).

(B) Base hourly rate for 8-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).

### SECTION 2. Additional Compensation. Employees listed in all Parts of this Appendix shall receive additional compensation for assignments by the Fire Chief as follows:

(A) Effective July 1, 2007:

(1) Individuals actively employed as a Paramedic by the West Allis Fire Department shall receive an additional monthly payment equal to five percent (5%) of the top step Fire Fighter monthly salary as Paramedic incentive pay.

(2) Individuals actively employed as intern status Paramedics by the West Allis Fire Department shall receive an additional monthly payment equal to three percent (3%) of the top step Fire Fighter monthly salary as intern status Paramedic incentive pay.

(3) No employee actively employed by the West Allis Fire Department as a Paramedic as of October 18, 2006 shall be unreasonably denied the opportunity to continue to be so employed.

(B) Fire Inspectors are to receive an additional monthly payment equal to five percent (5%) of a top step Fire Fighter's base salary. Those appointed as Fire Inspectors and actively employed as paramedics shall receive pay consistent with Section 2(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.

(C) Employees holding the position of Lieutenant of the Bureau of Fire Prevention and the Lieutenant



of Fire Safety/Information Officer shall receive an incentive payment in the amount of Thirty-six Dollars (\$36.00) bi-weekly.

- (D) Effective January 1, 2022, 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.
- (E) Effective February 7, 2023, 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.
- (F) Effective May 7, 2016, Fire Fighters assigned as Equipment Operators or Inspectors will receive their base rate plus Seventy-five Cents (75 cents) per hour for all hours so worked.
- (G) Effective May 7, 2016, Fire Fighters assigned as Lieutenants will receive their base rate plus One Dollar and Fifteen Cents (\$1.15) per hour for all hours so worked.
- (H) Effective May 7, 2016, Equipment Operators or Inspectors assigned as Lieutenants will receive their base rate plus Eighty-five Cents (85 cents) per hour for all hours so worked.
- (I) Effective May 7, 2016, Lieutenants assigned as Captains will receive their base rate plus One Dollar and Fifteen Cents (\$1.15) per hour for all hours so worked.
- (J) Effective May 7, 2016, Lieutenant of Fire Inspection when assigned as Deputy Chief of Fire Inspection will receive their base rate plus One Dollar and Seventy-five Cents (\$1.75) per hour for all hours so assigned. This provision only applies when an Officer in Charge of the Bureau is inaccessible.
- (K) Effective May 7, 2016, personnel assigned to shop duties shall receive Fourteen Dollars and Fifty Cents (\$14.50) per full duty day.
- (L) Effective May 7, 2016, those members who are specifically appointed by Fire Administration to perform the SCBA repair and maintenance duties on a regular basis and hold the applicable certifications will receive an SCBA Repair and Maintenance Certification pay of Three Hundred Dollars (\$300.00) per year; said amount to be payable the first payday in December for each year of the contract.

- (M) Effective May 7, 2016, Captains assigned as Battalion Chiefs will receive their base rate plus One Dollar and Fifty Cents (\$1.50) per hour for all hours so worked.
- (N) Effective May 7, 2016, personnel assigned as Paramedic Officer will receive their base rate plus One Dollar (\$1.00) per hour for all hours so assigned.
- (O) Effective May 7, 2016, Cot Maintenance Certification of Two Hundred Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payday in December for each year of the contract.
- (P) Effective May 7, 2016, Extrication Equipment Certification of Two Hundred Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payday in December for each year of the contract.
- (Q) Effective May 7, 2016, Emergency Vehicle Technician Certification of Two Hundred Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform the duties on a regular basis and hold applicable certifications will receive this pay; to be payable the first payday in December for each year of the contract.

## PART 1A – Resident (R) – 1/1/26

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2026 RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.082	25.568	27.813	30.056	31.749	33.191
	Bi-Weekly	2,289.43	2,650.91	2,883.69	3,116.16	3,291.77	3,441.20
	Annual	59,525.12	68,923.57	74,975.98	81,020.24	85,586.07	89,471.23
	Holiday	3,920.86	4,539.93	4,938.60	5,336.73	5,637.47	5,893.39
	Total Annual Pay	63,445.98	73,463.50	79,914.57	86,356.97	91,223.54	95,364.62
Equipment Operator (103.68 hr)	Hourly	34.804					
	Bi-Weekly	3,608.44					
	Annual	93,819.36					
	Holiday	6,179.79					
	Total Annual Pay	99,999.16					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	35.295	36.589				
	Bi-Weekly	3,659.43	3,793.58				
	Annual	95,145.18	98,633.08				
	Holiday	6,267.12	6,496.87				
	Total Annual Pay	101,412.30	105,129.95				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	45.743	47.420				
	Bi-Weekly	3,659.43	3,793.58				
	Annual	95,145.18	98,633.08				
	Holiday	6,267.12	6,496.87				
	Total Annual Pay	101,412.30	105,129.95				
Captain (103.68 hr)	Hourly	37.388	39.002				
	Bi-Weekly	3,876.41	4,043.75				
	Annual	100,786.66	105,137.50				
	Holiday	6,638.72	6,925.31				
	Total Annual Pay	107,425.38	112,062.81				
Captain (80 hr)	Hourly	48.455	50.547				
	Bi-Weekly	3,876.41	4,043.75				
	Annual	100,786.66	105,137.50				
	Holiday	6,638.72	6,925.31				
	Total Annual Pay	107,425.38	112,062.81				

# PART 1A – Perimeter (P) – 1/1/26

## FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2026 PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	21.673	25.088	27.287	29.488	31.159	32.564
	Bi-Weekly	2,247.02	2,601.16	2,829.13	3,057.31	3,230.52	3,376.28
	Annual	58,422.46	67,630.27	73,557.41	79,490.07	83,993.40	87,783.24
	Holiday	3,848.23	4,454.74	4,845.16	5,235.94	5,532.57	5,782.20
	Total Annual Pay	62,270.69	72,085.01	78,402.57	84,726.01	89,525.96	93,565.44
Equipment Operator (103.68 hr)	Hourly	34.150					
	Bi-Weekly	3,540.69					
	Annual	92,057.84					
	Holiday	6,063.76					
	Total Annual Pay	98,121.61					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	34.626	35.896				
	Bi-Weekly	3,590.02	3,721.65				
	Annual	93,340.52	96,762.90				
	Holiday	6,148.25	6,373.68				
	Total Annual Pay	99,488.77	103,136.58				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	44.875	46.521				
	Bi-Weekly	3,590.02	3,721.65				
	Annual	93,340.52	96,762.90				
	Holiday	6,148.25	6,373.68				
	Total Annual Pay	99,488.77	103,136.58				
Captain (103.68 hr)	Hourly	36.687	38.266				
	Bi-Weekly	3,803.66	3,967.44				
	Annual	98,895.16	103,153.44				
	Holiday	6,514.13	6,794.62				
	Total Annual Pay	105,409.29	109,948.06				
Captain (80 hr)	Hourly	47.546	49.593				
	Bi-Weekly	3,803.66	3,967.44				
	Annual	98,895.16	103,153.44				
	Holiday	6,514.13	6,794.62				
	Total Annual Pay	105,409.29	109,948.06				

## PART 1B – Resident (R) – 7/1/26

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2026 RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.523	26.080	28.370	30.657	32.384	33.854
	Bi-Weekly	2,335.22	2,703.92	2,941.37	3,178.49	3,357.61	3,510.03
	Annual	60,715.62	70,302.04	76,475.50	82,640.65	87,297.79	91,260.66
	Holiday	3,999.28	4,630.73	5,037.37	5,443.46	5,750.22	6,011.25
	Total Annual Pay	64,714.90	74,932.77	81,512.86	88,084.11	93,048.01	97,271.91
Equipment Operator (103.68 hr)	Hourly	35.500					
	Bi-Weekly	3,680.61					
	Annual	95,695.75					
	Holiday	6,303.39					
	Total Annual Pay	101,999.14					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	36.001	37.321				
	Bi-Weekly	3,732.62	3,869.45				
	Annual	97,048.08	100,605.74				
	Holiday	6,392.47	6,626.80				
	Total Annual Pay	103,440.55	107,232.55				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	46.658	48.368				
	Bi-Weekly	3,732.62	3,869.45				
	Annual	97,048.08	100,605.74				
	Holiday	6,392.47	6,626.80				
	Total Annual Pay	103,440.55	107,232.55				
Captain (103.68 hr)	Hourly	38.136	39.782				
	Bi-Weekly	3,626.62	3,953.94				
	Annual	102,802.39	107,240.25				
	Holiday	6,771.50	7,063.81				
	Total Annual Pay	109,573.89	114,304.06				
Captain (80 hr)	Hourly	49.424	51.558				
	Bi-Weekly	3,953.94	4,124.63				
	Annual	102,802.39	107,240.25				
	Holiday	6,771.50	7,063.81				
	Total Annual Pay	109,573.89	114,304.06				

## PART 1B – Perimeter (P) – 7/1/26

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2026 PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.106	25.590	27.833	30.078	31.782	33.216
	Bi-Weekly	2,291.96	2,653.19	2,885.71	3,118.46	3,295.13	3,443.80
	Annual	59,590.91	68,982.87	75,028.56	81,079.87	85,673.27	89,538.91
	Holiday	3,925.20	4,543.84	4,942.06	5,340.65	5,643.22	5,897.84
	Total Annual Pay	63,516.11	73,526.71	79,970.62	86,420.53	91,316.48	95,436.75
Equipment Operator (103.68 hr)	Hourly	34.833					
	Bi-Weekly	3,611.50					
	Annual	93,899.00					
	Holiday	6,185.04					
	Total Annual Pay	100,084.04					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	35.318	36.613				
	Bi-Weekly	3,661.82	3,796.08				
	Annual	95,207.33	98,698.16				
	Holiday	6,271.22	6,501.15				
	Total Annual Pay	101,478.55	105,199.31				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	45.773	47.451				
	Bi-Weekly	3,661.82	3,796.08				
	Annual	95,207.33	98,698.16				
	Holiday	6,271.22	6,501.15				
	Total Annual Pay	101,478.55	105,199.31				
Captain (103.68 hr)	Hourly	37.420	39.032				
	Bi-Weekly	3,879.73	4,046.79				
	Annual	100,873.06	105,216.51				
	Holiday	6,644.41	6,930.51				
	Total Annual Pay	107,517.48	112,147.02				
Captain (80 hr)	Hourly	48.497	50.585				
	Bi-Weekly	3,879.73	4,046.79				
	Annual	100,873.06	105,216.51				
	Holiday	6,644.41	6,930.51				
	Total Annual Pay	107,517.48	112,147.02				

## PART 2A – Resident (R) – 1/1/27

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2027 RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.861	26.471	28.795	31.117	32.870	34.362
	Bi-Weekly	2,370.24	2,744.48	2,985.49	3,226.16	3,407.97	3,562.68
	Annual	61,626.35	71,356.57	77,622.63	83,880.26	88,607.25	92,629.57
	Holiday	4,059.27	4,700.19	5,112.93	5,525.11	5,836.48	6,101.42
	Total Annual Pay	65,685.62	76,056.76	82,735.56	89,405.37	94,443.73	98,730.99
Equipment Operator (103.68 hr)	Hourly	36.032					
	Bi-Weekly	3,735.81					
	Annual	97,131.19					
	Holiday	6,397.94					
	Total Annual Pay	103,529.13					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	36.541	37.881				
	Bi-Weekly	3,788.61	3,927.49				
	Annual	98,503.80	102,114.83				
	Holiday	6,488.35	6,726.21				
	Total Annual Pay	104,992.16	108,841.03				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	47.358	49.094				
	Bi-Weekly	3,788.61	3,927.49				
	Annual	98,503.80	102,114.83				
	Holiday	6,488.35	6,726.21				
	Total Annual Pay	104,992.16	108,841.03				
Captain (103.68 hr)	Hourly	38.708	40.379				
	Bi-Weekly	3,717.24	4,013.25				
	Annual	104,344.43	108,848.85				
	Holiday	6,873.07	7,169.77				
	Total Annual Pay	111,217.50	116,018.62				
Captain (80 hr)	Hourly	50.166	52.331				
	Bi-Weekly	4,013.25	4,186.49				
	Annual	104,344.43	108,848.85				
	Holiday	6,873.07	7,169.77				
	Total Annual Pay	111,217.50	116,018.62				

## PART 2A – Perimeter (P) – 1/1/27

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JANUARY 1, 2027 PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.438	25.974	28.250	30.529	32.258	33.714
	Bi-Weekly	2,326.34	2,692.99	2,929.00	3,165.23	3,344.55	3,495.46
	Annual	60,484.77	70,017.62	76,153.99	82,296.07	86,958.36	90,881.99
	Holiday	3,984.07	4,611.99	5,016.19	5,420.76	5,727.87	5,986.31
	Total Annual Pay	64,468.85	74,629.61	81,170.18	87,716.83	92,686.23	96,868.30
Equipment Operator (103.68 hr)	Hourly	35.356					
	Bi-Weekly	3,665.67					
	Annual	95,307.49					
	Holiday	6,277.81					
	Total Annual Pay	101,585.30					
Lieutenant (103.68 hr)	Hourly	35.848	37.163				
	Bi-Weekly	3,716.75	3,853.02				
MIH Lieutenant	Annual	96,635.44	100,178.63				
MIH/CCP Lieutenant	Holiday	6,365.28	6,598.67				
	Total Annual Pay	103,000.73	106,777.30				
Lieutenant (80 hr)	Hourly	46.459	48.163				
	Bi-Weekly	3,716.75	3,853.02				
MIH Lieutenant	Annual	96,635.44	100,178.63				
MIH/CCP Lieutenant	Holiday	6,365.28	6,598.67				
	Total Annual Pay	103,000.73	106,777.30				
Captain (103.68 hr)	Hourly	37.982	39.617				
	Bi-Weekly	3,647.46	3,937.93				
	Annual	102,386.16	106,794.76				
	Holiday	6,744.08	7,034.47				
	Total Annual Pay	109,130.24	113,829.23				
Captain (80 hr)	Hourly	49.224	51.344				
	Bi-Weekly	3,937.93	4,107.49				
	Annual	102,386.16	106,794.76				
	Holiday	6,744.08	7,034.47				
	Total Annual Pay	109,130.24	113,829.23				



## PART 2B – Resident (R) – 7/1/27

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2027 RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	23.318	27.000	29.371	31.739	33.527	35.049
	Bi-Weekly	2,417.65	2,799.37	3,045.20	3,290.69	3,476.13	3,633.93
	Annual	62,858.88	72,783.71	79,175.08	85,557.86	90,379.40	94,482.16
	Holiday	4,140.45	4,794.19	5,215.19	5,635.62	5,953.21	6,223.45
	Total Annual Pay	66,999.34	77,577.90	84,390.27	91,193.48	96,332.61	100,705.61
Equipment Operator (103.68 hr)	Hourly	36.753					
	Bi-Weekly	3,810.53					
	Annual	99,073.81					
	Holiday	6,525.90					
	Total Annual Pay	105,599.71					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	37.272	38.639				
	Bi-Weekly	3,864.38	4,006.04				
	Annual	100,473.88	104,157.12				
	Holiday	6,618.12	6,860.73				
	Total Annual Pay	107,092.00	111,017.86				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	48.305	50.076				
	Bi-Weekly	3,864.38	4,006.04				
	Annual	100,473.88	104,157.12				
	Holiday	6,618.12	6,860.73				
	Total Annual Pay	107,092.00	111,017.86				
Captain (103.68 hr)	Hourly	39.482	41.187				
	Bi-Weekly	3,838.03	4,093.51				
	Annual	106,431.32	111,025.83				
	Holiday	7,010.53	7,313.17				
	Total Annual Pay	113,441.85	118,339.00				
Captain (80 hr)	Hourly	51.169	53.378				
	Bi-Weekly	4,093.51	4,270.22				
	Annual	106,431.32	111,025.83				
	Holiday	7,010.53	7,313.17				
	Total Annual Pay	113,441.85	118,339.00				

## PART 2B – Perimeter (P) – 7/1/27

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2027 PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	22.886	26.493	28.815	31.139	32.904	34.388
	Bi-Weekly	2,372.86	2,746.84	2,987.58	3,228.54	3,411.44	3,565.37
	Annual	61,694.47	71,417.97	77,677.07	83,941.99	88,697.53	92,699.63
	Holiday	4,063.76	4,704.23	5,116.51	5,529.18	5,842.42	6,106.04
	Total Annual Pay	65,758.22	76,122.20	82,793.58	89,471.17	94,539.95	98,805.67
Equipment Operator (103.68 hr)	Hourly	36.063					
	Bi-Weekly	3,738.99					
	Annual	97,213.64					
	Holiday	6,403.37					
	Total Annual Pay	103,617.01					
Lieutenant (103.68 hr)	Hourly	36.565	37.906				
	Bi-Weekly	3,791.08	3,930.08				
MIH Lieutenant	Annual	98,568.15	102,182.20				
MIH/CCP Lieutenant	Holiday	6,492.59	6,730.64				
	Total Annual Pay	105,060.74	108,912.85				
Lieutenant (80 hr)	Hourly	47.389	49.126				
	Bi-Weekly	3,791.08	3,930.08				
MIH Lieutenant	Annual	98,568.15	102,182.20				
MIH/CCP Lieutenant	Holiday	6,492.59	6,730.64				
	Total Annual Pay	105,060.74	108,912.85				
Captain (103.68 hr)	Hourly	38.741	40.409				
	Bi-Weekly	3,765.97	4,016.69				
	Annual	104,433.88	108,930.65				
	Holiday	6,878.96	7,175.16				
	Total Annual Pay	111,312.84	116,105.81				
Captain (80 hr)	Hourly	50.209	52.371				
	Bi-Weekly	4,016.69	4,189.64				
	Annual	104,433.88	108,930.65				
	Holiday	6,878.96	7,175.16				
	Total Annual Pay	111,312.84	116,105.81				

## PART 3 – Resident (R) – 7/1/28

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2028 RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	24.018	27.810	30.252	32.691	34.533	36.101
	Bi-Weekly	2,490.18	2,883.35	3,136.55	3,389.41	3,580.41	3,742.95
	Annual	64,744.65	74,967.22	81,550.33	88,124.60	93,090.78	97,316.62
	Holiday	4,264.67	4,938.02	5,371.64	5,804.68	6,131.80	6,410.15
	Total Annual Pay	69,009.32	79,905.24	86,921.98	93,929.28	99,222.58	103,726.78
Equipment Operator (103.68 hr)	Hourly	37.855					
	Bi-Weekly	3,924.85					
	Annual	102,046.03					
	Holiday	6,721.68					
	Total Annual Pay	108,767.70					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	38.390	39.798				
	Bi-Weekly	3,980.31	4,126.22				
	Annual	103,488.10	107,281.84				
	Holiday	6,816.66	7,066.55				
	Total Annual Pay	110,304.76	114,348.39				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	49.754	51.578				
	Bi-Weekly	3,980.31	4,126.22				
	Annual	103,488.10	107,281.84				
	Holiday	6,816.66	7,066.55				
	Total Annual Pay	110,304.76	114,348.39				
Captain (103.68 hr)	Hourly	40.667	42.422				
	Bi-Weekly	4,216.32	4,398.33				
	Annual	109,624.26	114,356.61				
	Holiday	7,220.85	7,532.56				
	Total Annual Pay	116,845.10	121,889.17				
Captain (80 hr)	Hourly	52.704	54.979				
	Bi-Weekly	4,216.32	4,398.33				
	Annual	109,624.26	114,356.61				
	Holiday	7,220.85	7,532.56				
	Total Annual Pay	116,845.10	121,889.17				

## PART 3 – Perimeter (P) – 7/1/28

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2028 PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	23.573	27.288	29.680	32.074	33.891	35.420
	Bi-Weekly	2,444.05	2,829.25	3,077.21	3,325.39	3,513.79	3,672.33
	Annual	63,545.30	73,560.51	80,007.38	86,460.25	91,358.46	95,480.62
	Holiday	4,185.67	4,845.36	5,270.01	5,695.05	6,017.70	6,289.22
	Total Annual Pay	67,730.97	78,405.87	85,277.39	92,155.31	97,376.15	101,769.84
Equipment Operator (103.68 hr)	Hourly	37.145					
	Bi-Weekly	3,851.16					
	Annual	100,130.04					
	Holiday	6,595.47					
	Total Annual Pay	106,725.52					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	37.662	39.043				
	Bi-Weekly	3,904.82	4,047.99				
	Annual	101,525.19	105,247.67				
	Holiday	6,687.37	6,932.56				
	Total Annual Pay	108,212.56	112,180.23				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	48.810	50.600				
	Bi-Weekly	3,904.82	4,047.99				
	Annual	101,525.19	105,247.67				
	Holiday	6,687.37	6,932.56				
	Total Annual Pay	108,212.56	112,180.23				
Captain (103.68 hr)	Hourly	39.903	41.622				
	Bi-Weekly	4,137.19	4,315.33				
	Annual	107,566.90	112,198.57				
	Holiday	7,085.33	7,390.41				
	Total Annual Pay	114,652.23	119,588.98				
Captain (80 hr)	Hourly	51.715	53.942				
	Bi-Weekly	4,137.19	4,315.33				
	Annual	107,566.90	112,198.57				
	Holiday	7,085.33	7,390.41				
	Total Annual Pay	114,652.23	119,588.98				

## PART 4 – Resident (R) – 7/1/29

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2029 RESIDENT (R) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	24.738	28.644	31.160	33.672	35.569	37.184
	Bi-Weekly	2,564.88	2,969.86	3,230.65	3,491.09	3,687.83	3,855.24
	Annual	66,686.99	77,216.23	83,996.84	90,768.33	95,883.51	100,236.12
	Holiday	4,392.61	5,086.16	5,532.79	5,978.82	6,315.76	6,602.46
	Total Annual Pay	71,079.60	82,302.39	89,529.64	96,747.16	102,199.26	106,838.58
Equipment Operator (103.68 hr)	Hourly	38.991					
	Bi-Weekly	4,042.59					
	Annual	105,107.41					
	Holiday	6,923.33					
	Total Annual Pay	112,030.73					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	39.542	40.992				
	Bi-Weekly	4,099.72	4,250.01				
	Annual	106,592.74	110,500.29				
	Holiday	7,021.16	7,278.55				
	Total Annual Pay	113,613.90	117,778.84				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	51.247	53.125				
	Bi-Weekly	4,099.72	4,250.01				
	Annual	106,592.74	110,500.29				
	Holiday	7,021.16	7,278.55				
	Total Annual Pay	113,613.90	117,778.84				
Captain (103.68 hr)	Hourly	41.887	43.695				
	Bi-Weekly	4,342.81	4,530.28				
	Annual	112,912.98	117,787.30				
	Holiday	7,437.47	7,758.54				
	Total Annual Pay	120,350.46	125,545.84				
Captain (80 hr)	Hourly	54.285	56.629				
	Bi-Weekly	4,342.81	4,530.28				
	Annual	112,912.98	117,787.30				
	Holiday	7,437.47	7,758.54				
	Total Annual Pay	120,350.46	125,545.84				

## PART 4 – Perimeter (P) – 7/1/29

### FIRE UNION PAY SCHEDULE EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2029 PERIMETER (P) PAY SCALE

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Fighter (103.68 hr)	Hourly	24.280	28.107	30.570	33.036	34.907	36.482
	Bi-Weekly	2,517.37	2,914.13	3,169.52	3,425.16	3,619.20	3,782.50
	Annual	65,451.66	75,767.32	82,407.60	89,054.06	94,099.21	98,345.04
	Holiday	4,311.24	4,990.72	5,428.11	5,865.91	6,198.23	6,477.89
	Total Annual Pay	69,762.90	80,758.04	87,835.71	94,919.96	100,297.44	104,822.93
Equipment Operator (103.68 hr)	Hourly	38.259					
	Bi-Weekly	3,966.69					
	Annual	103,133.95					
	Holiday	6,793.34					
	Total Annual Pay	109,927.28					
Lieutenant (103.68 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	38.792	40.214				
	Bi-Weekly	4,021.96	4,169.43				
	Annual	104,570.95	108,405.10				
	Holiday	6,887.99	7,140.54				
	Total Annual Pay	111,458.94	115,545.64				
Lieutenant (80 hr) MIH Lieutenant MIH/CCP Lieutenant	Hourly	50.274	52.118				
	Bi-Weekly	4,021.96	4,169.43				
	Annual	104,570.95	108,405.10				
	Holiday	6,887.99	7,140.54				
	Total Annual Pay	111,458.94	115,545.64				
Captain (103.68 hr)	Hourly	41.101	42.870				
	Bi-Weekly	4,261.30	4,444.79				
	Annual	110,793.91	115,564.53				
	Holiday	7,297.89	7,612.13				
	Total Annual Pay	118,091.80	123,176.65				
Captain (80 hr)	Hourly	53.266	55.560				
	Bi-Weekly	4,261.30	4,444.79				
	Annual	110,793.91	115,564.53				
	Holiday	7,297.89	7,612.13				
	Total Annual Pay	118,091.80	123,176.65				

**APPENDIX B -  
VACATION AND WORK REDUCTION DAY REGULATIONS  
EFFECTIVE DECEMBER 1, 2016**

**SECTION 1. COMPUTATION:** Vacation time is as follows and will be scheduled as listed herein. All vacation time must be taken within the calendar year. In the interest of administration and equality, these totals are broken down into units of three (3) days each. Each unit contains one (1) scheduled on duty day for each platoon.

After one (1) year of service	15 Days - 5 Duty Days = 5 Units
After eight (8) years of service	21 Days - 7 Duty Days = 7 Units
After twelve (12) years of service	24 Days - 8 Duty Days = 8 Units
After sixteen (16) years of service	27 Days - 9 Duty Days = 9 Units
After nineteen (19) years of service	30 Days - 10 Duty Days = 10 Units
After twenty-one (21) years of service	30 Days - 10 Duty Days = 10 Units
After twenty-two (22) years of service	30 Days - 10 Duty Days = 10 Units
After twenty-three (23) years of service	36 Days - 12 Duty Days = 12 Units

Eight-hour personnel will receive vacation as follows:

After one (1) year of service	2 Weeks + 1 Day
After eight (8) years of service	3 Weeks + 1 Day
After twelve (12) years of service	3 Weeks + 3.5 Days
After sixteen (16) years of service	4 Weeks + 1 Day
After nineteen (19) years of service	4 Weeks + 1 Day
After twenty (20) years of service	4 Weeks + 2 Days
After twenty-one (21) years of service	4 Weeks + 3 Days
After twenty-two (22) years of service	4 Weeks + 4 Days
After twenty-three (23) years of service	5 Weeks + 1 Day

**SECTION 2.** Loss of vacation accrual and holiday pay during sickness disability leave will be in accordance with Article XV of the Agreement between the City of West Allis and the West Allis Professional Fire Fighter's Association, Local 342, IAFF.

**SECTION 3.** The calendar year will be divided into cycles, each consisting of three (3) units, or nine (9) calendar days. The cycles will begin in January and extend through December 31 of each year. The cycle schedule will be posted through Department Order each year and shall be consistent with the previous year's work schedule.

**SECTION 3. TIME OF SELECTIONS:** Vacation and Work Reduction Days will be chosen starting on

December 1, and completed by December 21, of each year. Vacations will be chosen first, with Work Reduction Days to be picked immediately following. No vacation exchanges will be permitted until all vacation and Work Reduction Days are completed, except in cases of emergency. There will be no exchanges of Work Reduction Days at ANY TIME.

SECTION 4. ORDER OF VACATION SELECTIONS: Each platoon will select vacations in a separate schedule. Members will select according to rank and seniority in rank on the platoon. Where ties exist, position on the list in order of appointment will govern.

SECTION 5. SUMMER PERIOD: During the summer period a maximum of two (2) cycles may be selected. Summer vacation periods will start on June 8 and end on September 5. A member can select a one (1) or two (2) cycle vacation, but cannot split the vacation. They have to be consecutive with their columns. The beginning of the vacation must start on the cycle date. An exception can be made for an individual if they have a long trip planned. The employee may forward a letter to the Chief, stating the reason, and the request will be given consideration. Such letters must be in the Chief's office before selections are made. Additional summer period vacation time so granted, must be used for the purpose stated. If a change in plans indicates that the time will not be used, the Chief shall be notified before the start of the vacation and the additional time will be rescheduled out of the summer period at the convenience of the Department.

SECTION 6. SPLITTING VACATIONS: The full earned vacation may be taken at one (1) time, providing it conforms with Section 5, or may be split into two (2) or more segments. Vacation picks must be minimum of one (1) cycle duration, however, an employee having only one (1) unit remaining may select any unit in a cycle, except in the summer period on their initial pick.

SECTION 7. TOTAL NUMBER OF EMPLOYEES OFF: Provisions of this Section apply to the vacation and Work Reduction Day selection period, as well as any vacation and Work Reduction Day changes that occur through the calendar year. The total number of employees scheduled to be on vacation on each platoon during each unit shall not exceed five (5), exclusive of Battalion Chiefs. There will be no more than two (2) Equipment Operators on vacation per platoon at one (1) time. Work



Reduction Days shall be selected in all (5) columns, exclusive of Battalion Chiefs. The vacation and work reduction schedule will provide for a minimum of four (4) Officers, including a minimum of one (1) Captain on duty on each platoon. The work schedule of the Battalion Chief shall be taken into account when making this determination. The vacation and work reduction schedule will also provide for a minimum of four (4) Paramedics on duty on each platoon.

**SECTION 8. REGULATION OF SELECTIONS:** The vacation schedule on each platoon shall be filled as follows (Column priorities refer to vacation days only):

(A) Column No. 1 Captains shall have priority

(B) Column No. 2 Lieutenants and Equipment Operators shall have priority as provided below

(C) Column No. 3 Equipment Operators shall have priority

(D) Column No. 4 & 5 Fire Inspectors and Fire Fighters shall have priority

(E) Column No. 6 Shall be used to track Battalion Chiefs' vacation and work reduction selections and may be used for vacation and work reduction selections as necessary or at the discretion of the Fire Chief.

**SECTION 9. OFFICERS:** Officers may select nine (9) cycles in Column (2), but no more than four (4) cycles during the summer period. Refer to the provisions of Section 7.

**SECTION 10. CAPTAINS:** Refer to the provisions of Section 7. The vacation and work reduction schedule will provide for a minimum of four (4) Officers, including a minimum of one (1) Captain on duty on each platoon. The work schedule of the Battalion Chief shall be taken into account when making this determination. To the extent possible, Officer vacation will be scheduled on the platoon they will be assigned to at the time.

**SECTION 11. LIEUTENANTS:** A Lieutenant on each platoon may select a vacation that may coincide or overlap with a vacation selection of a Captain in their platoon. All else remains the same and this provision becomes effective December, 1990 for 1991 and thereafter vacation selection.

**SECTION 12. EQUIPMENT OPERATORS:** Equipment Operators may select fourteen (14) cycles in Column (2), but not to exceed six (6) cycles in the summer period, after Officers. During these fourteen

(14) cycles, two (2) Equipment Operators may be on vacation. A total of three (3) Equipment Operators on a platoon may be off at one (1) time.

SECTION 13. FIRE INSPECTORS AND FIRE FIGHTERS: Fire Inspectors and Fire Fighters may select any vacation time, in any column, not previously picked by Officers or Equipment Operators. They shall pick according to their fire fighting platoon seniority, except that no Fire Inspector shall be on vacation or work reduction during the week in which the State Fair opens, the week during State Fair or during Fire Prevention Week.

SECTION 14. 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. Exchange may be made only with other employees of the same rank. 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 Work Reduction/Vacation Change Request form will be submitted for approval to the station commander and shift commander.

SECTION 15. 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, shall be filled out by selecting "Vacation" and by inserting the date(s) to be changed.

(C) The completed request form will be submitted to the station commander and shift commander for approval.

(D) Upon approval, the request form will be 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 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.

(E) Proper cycles or units shall be observed and Section 7 of Appendix B, effective December 1, 2016, is applicable.

(F) Column priorities:

(1) Column (1)

- (a) Captains have first priority, by seniority in rank.
- (b) Lieutenants have second priority, by seniority in rank.
- (c) Equipment Operators/Fire Inspectors/Fire Fighters have third priority by seniority within the Department.

(2) Column (2)

- (a) Lieutenants have first priority, by seniority in rank for nine (9) cycles during the summer period.
- (b) Equipment Operators have second priority by seniority in rank for fourteen (14) cycles during the summer period.
- (c) Captains, Fire Inspectors and Fire Fighters have third priority by Department seniority.
- (d) If Fire Inspectors and Fire Fighters with third priority do not request a vacation period when the total number of Lieutenant's and Equipment Operator's cycles are selected, then a Captain, Lieutenant, or Equipment Operator may request a vacation period change by seniority within Department.

(3) Column (3)

- (a) Equipment Operators have first priority by seniority in rank.
- (b) Captains, Lieutenants, Fire Inspectors and Fire Fighters have second priority by Department seniority.

(4) Column (4) and (5)

- (a) Fire Inspectors and Fire Fighters have first priority by Department seniority.
- (b) Captains, Lieutenants, Equipment Operators have second priority by Department seniority.

- (G) A request to select a vacant vacation cycle will be accorded priority over a request to select a vacant one (1) or two (2) unit vacation period in the summer. When selecting vacant vacation cycles in the summer period, Section 5 of Appendix B, effective December 1, 2016, shall be observed.
- (H) The vacation change shall take effect after the forty-eight (48) hour period if all guidelines are met.
- (I) If the vacant vacation period requested is the next workday, all possible notice will be given to all stations. If request meets these guidelines, the vacation period will be assigned to the employee making the request.
- (J) A vacation change will supersede a work reduction change.
- (K) Only one (1) vacation period change is permitted at a time. For example, employees may select one (1) unit or two (2) units or one (1) cycle or two (2) cycles, each of which is considered a separate change.
- (L) After an employee makes a vacation change, all other employees who request a change will be given an opportunity to change a vacation period, subject to these guidelines, before the employee changes a second vacation period.
- (M) The Chief of the Department may reassign vacation periods for an employee who was on sick or injured disability leave at time of scheduled vacation within any open Column. Assignments of vacation periods by the Chief under these circumstances shall have priority over all requests to select vacant vacation periods.

**SECTION 16. SICK OR INJURED AT VACATION OR WORK REDUCTION:** Employees on sick or injured leave at the time their vacation date arrives will continue on sick or injured leave until released to return to duty as provided for in the Department rules and will be subject to rules governing such leaves during that period except as hereinafter provided. The member shall have the option to either continue on sick or injured leave in lieu of the scheduled vacation, or indicate in writing to the Chief that they be placed on the scheduled vacation instead of using sick leave during those periods, provided the member presents the required medical release prior to returning to regular duty. When the option to use vacation is chosen, the member must notify the Department by 2000 of the last day prior to the next

scheduled workday whether they will return to regular duty or be placed back on sick or injured leave. If they have been off two (2) scheduled workdays or less, they shall call the station Commander to be taken off sick leave. If an employee is on sick or injured leave during a work reduction, that day shall not be rescheduled.

**SECTION 17. RESCHEDULING OF VACATION DAYS:** A member who is excused from regular duty because of illness, injury, jury duty, military leave, Paramedic training, or other reason and who has qualified to reschedule vacation days to a future date because of this excused time, may remove vacation days from the current vacation calendar. From July 1 through December 31, the vacated days will be "blackened out", so no other member will be eligible to move vacation or Work Reduction Days into the vacated days. This provision does not extend to dates vacated due to retirement, resignation, or dismissal. Effective January 1, 2002, an employee may move a vacation day to extend funeral leave. The date of the original vacation day shall be "blackened out" so that no other employee shall be eligible to move a vacation day or Work Reduction Day into the vacated day. Vacation days removed from the calendar may be rescheduled according to other provisions of this contract, provided the rescheduled vacation days do not cause staffing levels to fall below minimum acceptable staffing levels in effect at the time of rescheduling. Total shift staffing will be considered for this purpose, including all members previously excused from duty, regardless of their listing on the vacation calendar, shift commander monthly master or other record at the time of rescheduling.

**SECTION 18. WORK REDUCTION DAYS:** Battalion Chiefs will select their Work Reduction Days with the other employees for the purposes of maintaining a minimum of four (4) officers on duty at all times. The Battalion Chiefs' Work Reduction Days will be recorded in Column (6). Work reduction will be selected by platoon seniority, regardless of rank. Date of appointment to the Department and position on appointment list will determine the order of selection. For 1991 and thereafter, the nine (9) Work Reduction Days will be selected in five (5) round robin picks. The first round will be a single pick and the remaining four (4) rounds will be double picks. The work reduction schedule for members on 24-hour platoon duty shall be nine (9) working days in addition to holiday pay as stated in the City

Ordinance in effect for that year. Work Reduction Days will be selected in five (5) columns, within the provisions of Section 7 of this Appendix, effective December 1, 2016, "Total Number of Employees Off", and with no restrictions for summer selections, except beginning January 1, 1985, any new employee appointed to the Department after Work Reduction Days have been selected can pick Work Reduction Days earned in the year of appointment with the following restrictions being applied:

(A) Only one (1) Work Reduction Day in the summer period,

(B) Only two (2) Work Reduction Days in a row and,

(C) None of the following holidays:

(1) New Year's Day (January 1)

(2) Memorial Day (last Monday in May)

(3) July 4

(4) Labor Day (first Monday in September)

(5) Easter Sunday

(6) Thanksgiving Day

(7) Christmas Eve (December 24)

(8) Christmas Day (December 25)

(9) New Year's Eve (December 31)

If any vacation period opens up because of retirement, it will remain open for ten (10) calendar days before any probationary person is moved in to it. At the time of selections, the vacation and work reduction schedule will provide for four (4) Paramedics on duty on each platoon.

(D) Selected Work Reduction Days may not cause staffing levels to fall below minimum acceptable staffing levels in effect at the time of selection, unless approved by the Fire Chief. Total shift staffing will be considered for this purpose, including all members previously excused from duty, regardless of their listing on the vacation calendar, shift commander monthly master or other record at the time of selection.

**SECTION 19. CHANGING WORK REDUCTION DAYS:** All bargaining unit employees who receive

Work Reduction Days will be allowed to make four (4) changes of their Work Reduction Days after all vacation and Work Reduction Days are selected. There must be an open period in one (1) of the five (5) columns which the member may select as a Work Reduction Day. A vacation change will have precedence over a Work Reduction Day change. Any Work Reduction Day change will be electronically communicated to all employees of the fire department, the same as a vacation change. All other rules concerning vacation and Work Reduction Day selection will be followed, such as total number of employees off, etc. After a member makes one (1) Work Reduction Day change, all other members who have requested a change will change one (1) day before any member changes a second Work Reduction Day. Effective January 1, 2002, an employee may move a Work Reduction Day to extend funeral leave. The date of the original Work Reduction Day shall be “blacked out” so that no other employee shall be eligible to move a vacation day or Work Reduction Day into the vacated day. The electronic Work Reduction/Vacation Change Request form will be used for work reduction changes as well as vacation changes. Any Work Reduction Day which falls during a period when the employee is on long term sick or injured will be lost and will not be changed.

SECTION 20. NUMBER OF EMPLOYEES OFF ON WORK REDUCTION: Employees in selecting work reduction, will be held, insofar as it is possible and practical, to the vacation regulations on the number of each rank that can be off at one (1) time.

SECTION 21. WORK REDUCTION IN VACATION COLUMNS: Any open day in the vacation schedule may be selected as work reduction, providing it conforms to Sections 7 and 12 of Appendix B, effective December 1, 2016, and all other vacation and work reduction rules provided herein. Any overflow of work reduction will be in the sixth column in January.

## APPENDIX C - CERTIFICATION OF NATIONAL REGISTRY OF EMT-ADVANCED (PARAMEDIC)

SECTION 1. All existing classified Fire Department employees who, as part of their classification duties, are required, through the agreement between the City of West Allis, and Milwaukee County for the Provision of Emergency Medical Services, to maintain their Paramedic National Registry certification must obtain and retain this certification while employed in their job classification.

SECTION 2. Any existing Fire Department employees seeking appointment to or ordered/assigned into a position, which requires Paramedic National Registry certification, shall be required to obtain certification prior to placement in the new position.

SECTION 3. Any new, non-certified person seeking appointment to a position within the classified service shall be required to obtain Paramedic National Registry certification prior to placement in the service.

SECTION 4. The Department has offered and subsequently provided training for the knowledge of the Paramedic National Registry examination to existing employees affected or potentially affected by the Paramedic National Registry requirement. Employees have been allowed to attend training programs during regular work hours, on detached duty at a training center selected by the Department.

SECTION 5. Employees affected or potentially affected by the Paramedic National Registry requirement have been allowed to take any exams administered by the approved training center on duty, and at the City's expense, sometimes incurring overtime.

SECTION 6. Employees affected or potentially affected by the Paramedic National Registry requirement have been allowed to attend any required refresher training administered by the approved training center on duty, and at the City's expense, sometimes incurring overtime.

SECTION 7. Employees affected or potentially affected by the Paramedic National Registry requirement who maintain their Wisconsin EMT-Paramedic license, are paid an incentive rate as determined by the Agreement between the City of West Allis and the West Allis Professional Fire Fighters Association,



IAFF Local 342.

SECTION 8. The City will only pay the Paramedic National Registry certification fee for those employees whose classification requires them to maintain Paramedic National Registry certification.

SECTION 9. This Appendix becomes invalid upon cessation of any Paramedic National Registry certification mandates within the City's agreement with Milwaukee County or upon cessation of the City's agreement with Milwaukee County.