

AGREEMENT

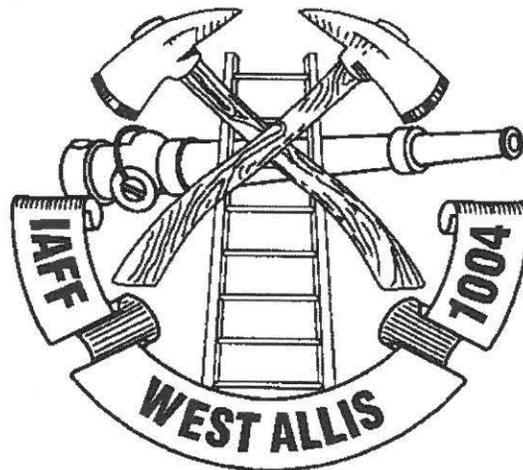
Between The

CITY OF WEST ALLIS

And

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

Local 1004, IAFF



January 1, 2018 – December 31, 2019

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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 1004, 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:

- (1) 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;
- (2) Provide procedures for fair adjustment of grievances;
- (3) Prevent interruptions of work during the life of this Agreement; and,
- (4) Promote harmonious relations between the City, the Association, and the employees.

1 ARTICLE II

2 RECOGNITION

3 SECTION 1. The City recognizes the Association as the exclusive collective bargaining agent or
4 representative on all matters of wages, hours and conditions of employment as defined in Section
5 111.70 (1) (a), Wisconsin Statutes, for all regular full-time sworn employees of the West Allis
6 Fire Department, but excluding supervisory employees as defined in Section 111.70 (1) (o) (2),
7 Wisconsin Statutes, for the purpose of collective bargaining as defined in Section 111.70 (1) (a),
8 Wisconsin Statutes.

9 SECTION 2. The City agrees that it will not discriminate against any employee covered by this
10 Agreement because of membership or activities in the Association, nor will the City interfere
11 with the right of any employee to become a member of the Association, as provided by Section
12 111.70 (1) (a), Wisconsin Statutes.

1 ARTICLE III

2 MANAGEMENT RIGHTS

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

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

10 (A) The right to determine:

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

- 1 (12) What work is to be performed by the Department, its place of performance and
2 who is to perform it;
- 3 (13) The assignments and job duties.
- 4 (B) The right to control the buildings, real estate, materials, parts, tools, machinery and all
5 equipment which may be used in the conduct of its operations in the rendering of its
6 services.

1 (B) If negotiation meetings are called by the City during normal working hours, the
2 designated negotiators for the Association who shall participate in such meetings will be
3 granted time off for such meetings without loss of pay.

4 SECTION 4. Attendance at Association conventions, without loss of pay shall be determined by
5 the Commission; provided, that at least one (1) week's notice of the request shall be given to the
6 Commission and to the Chief. Employees granted such time shall have the granted time added to
7 the employee's compensatory time account. The employee shall make a normal time trade for
8 the actual convention day or days. Any granted time added to an employee's compensatory time
9 account by reason of this Section, must be used prior to the next year's convention. The
10 compensatory time must be used in a time frame from the date following convention attendance
11 up to the date of the next year's convention. Any granted time will further not be subject to the
12 pay provisions as outlined in Article XI, Section 5, of the labor agreement, but will be subject to
13 any other compensatory time regulations as provided in Article XI. All carryover provisions are
14 excluded per this Section.

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

25 SECTION 6. The City will provide within a reasonable time, subsequent to a request, therefore,
26 by an authorized Association Representative, such information relative to a pending written
27 grievance, relating to any employee in the bargaining unit as may be contained in the City's

1 record, including but not limited to wages, hours, working conditions, overtime, sick leave,
2 longevity and vacation status. The request for this information shall be in writing and specific in
3 scope, but shall not extend to confidential information and/or records. The personnel file of an
4 employee in the bargaining unit shall not be considered confidential except for the following:

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

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

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

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

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

25 SECTION 10. The President of the Association, or in his/her absence, a designated
26 representative of the Association, shall be granted time off, without loss of pay, not to exceed a
27 maximum of one (1) hour per occasion, to attend executive board meetings, immediately

1 preceding the regular monthly meetings which are not held on Fire Department premises. If the
2 President or designated representative of the Association is a Paramedic, he/she shall provide a
3 replacement during his/her absence, to maintain three (3) Paramedics on duty.

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

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

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

1 ARTICLE V

2 FAIR SHARE AGREEMENT

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

7 SECTION 2. The Association will represent all of the employees in the bargaining unit,
8 members and non-members, fairly and equally in all job pertained matters. Members and
9 non-members, therefore, will be required to pay their proportionate share of the costs of the
10 Association.

11 SECTION 3. The City agrees to deduct a monthly fee from the earnings of regular full-time
12 employees in the bargaining unit as described in Article II, Section I, of this Agreement, as their
13 proportionate share of the cost of the collective bargaining process and contract administration.
14 Such proportionate fee shall be measured by the amount of dues uniformly required of all
15 Association members as certified not less than annually by the Association.

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

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

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

24 SECTION 7. As to new employees such deductions shall commence with the month
25 immediately following the date such employee completes the first thirty (30) days of
26 employment; provided that in the event such employee becomes a member of the Association

1 prior thereto, such deductions will commence with the month immediately following receipt of
2 notice by the City of his/her Association membership.

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

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

1 ARTICLE VI

2 SENIORITY

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

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

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

14 SECTION 4. Seniority shall terminate upon the occurrence of any of the following:
15 (a) discharge for just cause, (b) resignation, or (c) retirement.

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

1 ARTICLE VII

2 COMPENSATION

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

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

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

16 SECTION 4. PAYDAYS. Departmental paydays for all employees shall be on Friday of the bi-
17 weekly pay period or at the end of the normal working day on Thursday if Friday is a holiday or
18 Wednesday if Thursday and Friday are holidays. All employees shall be enrolled in Direct
19 Deposit.

20 SECTION 5.

- 21 (A) Appendix A of this Agreement shall govern out of classification pay.
22 (B) Article XI of this Agreement shall govern overtime compensation.
23 (C) Article XII of this Agreement shall govern holiday benefits and pay.
24 (D) Article VIII of this Agreement shall govern clothing maintenance.

1 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.

1 (E) Appendix A of this Agreement shall govern the base compensation.
2 SECTION 6. All employees of the West Allis Fire Department shall be or will become, as
3 directed by the Board of Police and Fire Commissioners, licensed by the State of Wisconsin as
4 Emergency Medical Technicians (EMT). The Emergency Medical Technician license shall be
5 maintained in effect at all times and encompasses all job duties up to (but not including)
6 EMT-Paramedic.

7

8

1 ARTICLE VIII

2 UNIFORMS

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

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

1 reduction/compensatory time. Compensatory time, credited in this manner will be
2 distributed and taken during the course of the subsequent calendar year as nine (9)
3 Work Reduction Days, consisting of nine (9) periods of twenty-four (24) hours
4 each.

5 (2) Work Reduction Days will be selected as provided in the departmental order
6 attached as Appendix B.

7 (3) Within each FLSA work period, prescribed by Department order, a 24-hour shift
8 employee may work a greater number of scheduled work hours than authorized by
9 FLSA regulations, relating to overtime. Any overtime compensation to which an
10 employee may be entitled under this circumstance shall be taken as, applied to
11 and satisfied by the 216 hours in 1991, and thereafter, of work
12 reduction/compensatory time, credited as of January 1 of each year.

13 (4) Any balance of the 216 credited hours of work reduction/compensatory time in
14 1991, and thereafter, as to which FLSA overtime hours have not been applied and
15 satisfied, will nonetheless be taken as work reduction hours and will not be
16 available for compensation under Article XI, Overtime, of this Agreement.

17 (5) At the time an employee leaves the service of the City for any reason, the 216
18 hours of work reduction/compensatory time in 1991, and thereafter, credited as of
19 January 1 of each year, shall be considered to have been accrued by the employee
20 at the rate of eighteen (18) hours per month in 1991, and thereafter. An employee
21 appointed on or before the 15th day of any month will be considered to have
22 accrued eighteen (18) hours of work reduction/compensatory time in 1991, and
23 thereafter, for the entire month and an employee appointed after the 15th day of
24 any month will be considered to have accrued no hours of work reduction/
25 compensatory time for that month. Upon leaving the service of the City, an
26 employee shall be paid at straight time for accrued Work Reduction Days which
27 have not been taken. An employee who shall have taken Work Reduction Days

1 which have not been accrued and as to which FLSA overtime hours have not been
2 applied, shall have payment for such Work Reduction Days deducted from the
3 employee's final pay upon termination of employment.

4 SECTION 3. The work schedule for all 8-hour employees shall consist of eight (8) hours per
5 day which includes a lunch period break, for five (5) days per week which results in a forty (40)
6 hour per week work schedule. Regularly scheduled off days shall be Saturday and Sunday.

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

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

- 15 (A) The report to position practice will not interfere with the current time trade practices
16 during the last hour prior to the end of the tour of duty;
- 17 (B) The most senior Fire Fighter on a piece of apparatus, shall be the first person relieved,
18 from duty, by a coming on duty Fire Fighter;
- 19 (C) When a member is not relieved by a coming on duty member, he/she shall remain on
20 duty until 0800 hours, except in cases of less staff on the following shift and the member
21 will not be relieved by another member. In these cases, the Station Commander shall
22 excuse the member at 0750 hours;
- 23 (D) If personnel are not relieved, because their replacement is late, the Captain and/or the Fire
24 Fighting Division Battalion Chief shall determine if the employee can be excused at 0800
25 hours, or if he/she will be kept on duty at overtime rates of pay;
- 26 (E) The traditional roll call shall be held at 0800 hours, for the coming on duty members
27 only;

1 (F) No compensation shall be paid to any employee coming on duty prior to 0800 hours of
2 any day pursuant to the provisions of this Section.

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

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

1 ARTICLE X

2 TIME TRADES

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

5 SECTION 2. Employees will be permitted to make unlimited time trades. Partial daytime trades
6 during scheduled training school days, Tuesday through Friday inclusive, shall be limited to
7 0800 to 1200/1300 hours, 1200/1300 to 1600 hours, or 0800 to 1600 hours. Restrictions
8 applying to partial daytime trades shall not apply on January 1, July 4, Thanksgiving Day and
9 December 25.

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

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

13 SECTION 5. The initiation of a time trade and the return of the time trade shall be recorded on
14 Form FD-19, and must be signed by the personnel involved as prescribed by the revised
15 Department Order 1306. The time trade must be approved and the form signed by the Station
16 Commander, and the on duty Fire Fighting Division Battalion Chief. Time trade forms may be
17 filled out and submitted at any time prior to the start of a time trade, except as provided herein.

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

1 SECTION 7. When an employee is promoted to a higher rank, he/she shall be allowed to pay
2 back time owed to other employees or collect time owed to him/her by other employees not in
3 the same rank.

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

5 (A) Except as provided in Paragraph (B), an employee shall not be permitted to initiate any
6 time trade for a period of sixty (60) days if he/she fails to report for a time trade.

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

10 SECTION 9. In the event an employee working a time trade becomes sick before the workday
11 starts, the employee shall follow current Policies and Procedures and Operating Guidelines of the
12 West Allis Fire Department regarding sick leave notification.

13 In the case of any time trades wherein the first member of a flip-flop trade is already
14 working and the second member calls in sick, the first member shall finish the balance of the
15 trade. If the second member cannot meet the obligation of the return time, he/she shall be
16 charged with sick time.

17 SECTION 10. In the case of a time trade initiated by a Paramedic, if a trade cannot be made
18 with other Paramedic personnel, the employee will be permitted to trade with EMT certified
19 personnel who can perform like duties; provided, however, a backup trade with another
20 Paramedic will be required if such is required to maintain three (3) Paramedics on duty during
21 the second half of the trade. The backup trade will be available for contact during the one (1)
22 hour period immediately preceding such trade and shall be required to report for duty if
23 contacted by the Department within such period and if needed to maintain three (3) Paramedics
24 on duty.

25 SECTION 11. The City shall not be liable for the pyramiding of overtime payments or extra
26 compensation, other than out of classification pay, as the result of the voluntary exchange of duty

- 1 hours by employees, nor shall the City assume any responsibility for the recovery or payment of
- 2 time traded.

1 ARTICLE XI

2 OVERTIME

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

7 (A) Personnel required to work overtime to maintain whatever minimum standards of
8 staffing, as determined by the Board of Police and Fire Commission, will be reimbursed
9 in cash for overtime worked on the basis of time and one-half, with a minimum payment
10 of three (3) hours at straight time.

11 (B) Personnel ordered to work, subsequent to being relieved from duty pursuant to Article
12 IX, Section 5, will be reimbursed in compensatory time for such overtime worked on the
13 basis of time and one-half, with a minimum payment of three (3) hours at straight time.

14 (C) Personnel ordered to work overtime resulting from an extension of the working day due
15 to a first alarm fire, multiple alarm fire, rescue call, service call and any other duties
16 required of personnel in regard to such alarms and calls will be credited in compensatory
17 time on the basis of time and one-half for such overtime worked, with no minimum
18 credit.

19 (D) Personnel required to work overtime for any purpose other than set forth in Paragraphs
20 (A) through (C) above will be credited in compensatory time on the basis of time and
21 one-half for such overtime worked, with a minimum credit of three (3) hours at straight
22 time.

23 (E) Hourly compensation or credits referred to in this Section shall be based on the hourly
24 rate listed in Appendix A.

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

1 SECTION 3. Overtime shall be computed as follows:

2	1 to 9 minutes	no credit
3	10 to 19 minutes	15 minutes
4	20 to 29 minutes	30 minutes
5	30 to 39 minutes	45 minutes
6	40 to 49 minutes	60 minutes
7	50 to 59 minutes	75 minutes
8	60 to 69 minutes	90 minutes
9	70 to 79 minutes	105 minutes
10	80 to 89 minutes	120 minutes
11	90 to 99 minutes	135 minutes
12	100 to 109 minutes	150 minutes
13	110 to 119 minutes	165 minutes
14	120 to 129 minutes	180 minutes
15	130 to 139 minutes	195 minutes
16	140 to 149 minutes	210 minutes
17	150 to 159 minutes	225 minutes
18	160 to 169 minutes	240 minutes
19	170 to 179 minutes	255 minutes
20	180 to 189 minutes	270 minutes
21	190 to 199 minutes	285 minutes
22	200 to 209 minutes	300 minutes
23	210 to 219 minutes	315 minutes
24	220 to 229 minutes	330 minutes
25	230 to 239 minutes	345 minutes
26	240 to 249 minutes	360 minutes

27

1	250 to 259 minutes	375 minutes
2	260 to 269 minutes	390 minutes
3	270 to 279 minutes	405 minutes

4 SECTION 4.

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

- 10 (1) FD-18 Request Form shall be completed, signed and approved. The FD-18
11 Request Form will be submitted not more than thirty (30) days prior to the
12 requested time off. This time limit may be waived by the Chief under exceptional
13 circumstances.
- 14 (2) The employee shall be available one (1) hour prior to the starting of the
15 compensatory time requested.
- 16 (3) If the staffing level falls below the standards established by the Board of Police
17 and Fire Commissioners, the employee requesting compensatory time must report
18 for duty, or remain on duty, or be permitted to make a short notice time trade in
19 accordance with the time trade provisions Article X, Section 6, of this Agreement.
- 20 (4) If an employee cannot be available one (1) hour prior to the starting of the
21 compensatory time request, he/she shall have a backup time trade. The employee
22 signing the backup time trade shall be available for one (1) hour prior to the
23 starting of the compensatory time. If the employee signing the backup time trade
24 cannot be available because of injury or illness, he/she shall be required to make
25 arrangements to have another person available for the backup time trade.

1 (5) Employees taking compensatory time during scheduled training school days,
2 Tuesday through Friday inclusive, shall be limited to 0800 to 1200/1300 hours,
3 1200 to 1600 hours or 0800 to 1600 hours. Restrictions regarding the taking of
4 compensatory time shall not apply on January 1, July 4, Thanksgiving Day and
5 December 25.

6 (6) An employee who fails to be available or report for duty at the designated time
7 shall be penalized in accordance with Article X, Section 8, of this Agreement and
8 Department Order 1072.

9 (7) These provisions shall not apply to emergency leave as set forth in Article XIV,
10 Section 5, of this Agreement.

11 (B) In December of each year, employees will receive payment for or repay (at straight time)
12 all hours of compensatory time or minus time that are listed in their account as of the last
13 pay period ending in November of that year. Between October 1 and November 1 of
14 each year, employees shall advise the Department Administration as to the number of
15 hours, if any, which the employee wishes to carry forward to the subsequent calendar
16 year. In addition, each employee shall have an option to receive payment in March, June,
17 September and December (at straight time) for all or any part of the hours remaining in
18 his/her account as of the last pay period ending in the previous month, provided he/she
19 notifies the Department Administration Office one (1) week before or three (3) days after
20 such pay period of his/her election and indicates the amount of such time to be paid. All
21 hours to be paid under this paragraph will be canceled from the employee's account as of
22 such pay period.

23 All hours of compensatory time carried forward to a subsequent calendar year,
24 shall be taken solely as time off. Compensatory time, for which compensation is
25 requested, must be paid at the end of the calendar year in which the compensatory time is
26

1 accrued. When compensatory time is taken, accrued time shall first be reduced by those
2 hours carried forward from previous calendar years.

3 Effective January 1, 1994, all hours of compensatory time listed in an employee's
4 account at the time of promotion will be paid at the rate of pay earned prior to promotion
5 and deducted from the employee's account. All hours of compensatory time carried
6 forward after the date of promotion, shall be taken solely as time off.

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

- 12 (A) Eligibility lists shall be established for Captains, Lieutenants, Equipment Operators and
13 Fire Fighters to fill vacancies created by members transferred to activate the temporary
14 State Fair Park Fire Station.
- 15 (B) New employees completing their probationary year shall be placed in the last position at
16 the time of completion of their probation.
- 17 (C) Promotion to another rank at any time prior to the scheduled extra duty will automatically
18 put an employee at the bottom of the list in his/her new rank.
- 19 (D) A Fair Park eligibility list of employees and their position on said list shall be posted two
20 (2) weeks prior to the time vacations are to be picked.
- 21 (E) An employee, who is eligible, may refuse to work such overtime, and will still maintain
22 his/her relative position for the following year. Should the employee refuse the extra
23 duty the second year, he/she will revert to the last position of eligibility.
- 24 (F) If an employee is sick or injured on an assigned day, the employee shall maintain his/her
25 relative position on the list for the following year.
- 26 (G) Such overtime shall be reimbursed in cash at time and one-half the employee's base rate
27 of pay.

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

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

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

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

1 ARTICLE XII

2 HOLIDAY COMPENSATION

3 SECTION 1.

4 (A) All employees shall receive holiday compensation payment on or about December 1 of
5 each year. All 8-hour employees shall be entitled to eleven (11) duty days off in each
6 calendar year. All holiday benefits shall be earned pursuant to the accrual provisions
7 herein, and selected in accordance with current Departmental Orders covering Vacations
8 and Holidays.

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

12 SECTION 2. Holiday pay shall be earned at a monthly rate measured by dividing the annual
13 holiday pay for that classification by twelve (12) and then multiplying by the number of months
14 of service in any given calendar year. Holiday time off shall also be earned based on completed
15 months of service. An employee appointed on or before the 15th of any month shall be
16 considered to earn holiday benefits for the entire month and an employee appointed after the
17 15th of any month shall not earn holiday benefits until the succeeding month.

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

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

24 SECTION 5. Any assigned holiday may be suspended, in case of positive necessity caused by
25 some sudden and serious emergency which, in the judgment of the Chief, demands that such day
26

1 off not be given at that time. The day will be rescheduled in accordance with Article IX,

2 Section 6.

3 SECTION 6. Each year's holiday time off must be taken on or before December 31. Time not
4 taken off before the end of the year shall be considered lost, however, individual employees may,
5 if any holiday cannot be rescheduled by the Chief, carry accumulated holiday time off into the
6 next calendar year if the requested carryover is based on employee sickness, employee injury or
7 Department operational requirements.

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

9

1 ARTICLE XIII

2 VACATIONS

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

5
6

7	8	9	10	11	12
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	
11	1	10 Hours	5 Duty Days	7 Hours	2 Weeks and 1 Day
12	8	14 Hours	7 Duty Days	11 Hours	3 Weeks and 1 Day
13	12	16 Hours	8 Duty Days	12.5 Hours	3 Weeks and 3½ Days
14	16	18 Hours	9 Duty Days	14 Hours	4 Weeks and 1 Day
15	19	20 Hours	10 Duty Days	14 Hours	4 Weeks and 1 Day
16	20	20 Hours	10 Duty Days	14.5 Hours	4 Weeks and 2 Days
17	21	20 Hours	10 Duty Days	15 Hours	4 Weeks and 3 Days
18	22	20 Hours	10 Duty Days	16 Hours	4 Weeks and 4 Days
19	23	24 Hours	12 Duty Days	17 Hours	5 Weeks and 1 Day

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

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

26 SECTION 4. Eligibility for a vacation shall begin after the completion of twelve (12) months of
27 actual service following appointment to the Department, but accumulation shall be retroactive to
28 the time of appointment. An employee whose service is expected to continue so as to complete a
29 year's actual service may, after three (3) months of service, be allowed vacation within the first
30 year of appointment if the convenience of the service would be promoted thereby. However, if

1 such an employee leaves the service of the Department before the completion of the initial
2 twelve (12) month period, any vacation, so taken, shall be deemed unearned and payments made
3 for the vacation shall be deducted from the employee's final pay upon termination of
4 employment.

5 SECTION 5. Any vacation taken before it has been fully earned shall be considered time owed
6 the City until it is earned. Any employee who leaves the service of the Department will be paid
7 for earned vacation time. In case of the death of an employee, the accrued vacation allowance of
8 such employee shall be paid pursuant to Section 109.03 (3), Wisconsin Statutes. Any employee
9 who leaves the service of the Department will have the compensation for the vacation time owed
10 the City deducted from his/her final pay.

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

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

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

25 SECTION 9. The Chief shall determine and establish vacation schedules, being guided by the
26 practical considerations involved in the efficient operation of the Department and the need to

1 maintain the necessary strength of personnel. Selection of vacation within the vacation schedule
2 shall be in accordance with current Departmental Orders on Vacation Scheduling.

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

1 ARTICLE XIV

2 LEAVES OF ABSENCE

3 SECTION 1. SICK LEAVE. See Article XV.

4 SECTION 2. MILITARY LEAVE. See Article XVII.

5 SECTION 3. FUNERAL LEAVE. See Article XVIII.

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

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

1 ARTICLE XV

2 SICKNESS DISABILITY PROGRAM - A

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

10 SECTION 2. The administration of this Sickness Disability Program shall be accomplished by
11 the Chief under such Policies and Procedures and Operating Guidelines as may be prescribed by
12 the Board of Police and Fire Commissioners.

13 The several provisions of this Article shall not be understood to infringe on the statutory
14 power of the Board of Police and Fire Commissioners to conduct investigations and the Board
15 may, at any time, conduct investigations into the operation of the Sickness Disability Program.

16 SECTION 3. The word "sickness" as it occurs in these provisions shall be understood to include
17 bodily disease and afflictions affecting an employee, except as hereinafter stated, whether or not
18 a precise diagnosis is possible, when such disease is in fact disabling. Sickness shall include any
19 ailment or condition due to bodily injury except such injuries as are exempt because
20 compensable under the Worker's Compensation Act. Injury may be either traumatic, such as that
21 received from falls, wound, and contusions, or may consist of such conditions as heat prostration
22 or electric shock. Mental or nervous afflictions may be recognized as sickness when they take
23 the form of mental diseases recognized by the medical profession, but the term "sickness" shall
24 not be extended to include mere mental attitudes, such as anxiety, worry, grief, or mental shock,
25 even though such may be, in fact, disabling and may necessarily cause absence from duty.
26 Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular

1 conditions necessitating attention by an optometrist or ophthalmologist may be recognized as a
2 proper cause for granting sick leave.

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

5 (A) Short Term Disability

6 (1) If the employee has completed less than one (1) year of service, no coverage in
7 the amount of eight (8) uncompensated hours for each day the employee remains
8 upon the sick list. An employee with less than one (1) year of service who fails to
9 notify the Department Administration that he/she is unfit to be removed from the
10 sick list and/or is contacted for a call back or second alarm, shall be subject to
11 disciplinary action.

12 (2) If the employee has completed one (1) year of service but less than two (2) years
13 of service:

14 (a) For employees working 8-hour tours of duty, full pay for the third through
15 fifth consecutive working days of absence;

16 (b) For employees working 24-hour tours of duty, full pay for the ninth
17 consecutive hour of absence and continuing for the remainder of the
18 working day. If the employee is absent the next assigned working day,
19 he/she shall be paid for the ninth consecutive hour of absence of that
20 working day and continuing for the remainder of that working day.

21 (3) If the employee has completed two (2) years of service but less than five (5) years
22 of service:

23 (a) For employees working 8-hour tours of duty, full pay for the second
24 through fifth consecutive working days of absence;

25 (b) For employees working 24-hour tours of duty, full pay for the ninth
26 consecutive working hour of absence and continuing through the second
27 consecutive working day of absence.

- 1 (4) If the employee has completed five (5) years of service:
2 (a) For employees working 8-hour tours of duty, full pay for the first through
3 fifth consecutive working days of absence;
4 (b) For employees working 24-hour tours of duty, full pay for the first through
5 the second consecutive working day of absence.

6 (B) Long Term Disability

- 7 (1) If the employee has completed less than six (6) months of service, no coverage.
8 (2) If the employee has completed six (6) months of service but less than two (2)
9 years of service, half pay for fifty-two (52) weeks commencing for employees
10 working 8-hour tours of duty on the sixth consecutive working day of absence and
11 for employees working 24-hour tours of duty on the third consecutive working
12 day of absence.
13 (3) If the employee has completed two (2) years of service but less than five (5) years
14 of service, full pay for four (4) weeks then half pay for an additional forty-eight
15 (48) weeks commencing for employees working 8-hour tours of duty on the sixth
16 consecutive working day of absence and for employees working 24-hour tours of
17 duty on the third consecutive working day of absence.
18 (4) If the employee has completed five (5) years of service but less than ten (10)
19 years of service, full pay for thirteen (13) weeks then half pay for an additional
20 thirty-nine (39) weeks commencing for employees working 8-hour tours of duty
21 on the sixth consecutive working day of absence and for employees working
22 24-hour tours of duty on the third consecutive working day of absence.
23 (5) If the employee has completed ten (10) years of service but less than fifteen (15)
24 years of service, full pay for twenty (20) weeks and then half pay for an additional
25 thirty-two (32) weeks commencing for employees working 8-hour tours of duty
26 on the sixth consecutive working day of absence and for employees working
27 24-hour tours of duty on the third consecutive working day of absence.

1 (6) If the employee has completed fifteen (15) years of service but less than twenty
2 (20) years of service, full pay for twenty-six (26) weeks then half pay for an
3 additional twenty-six (26) weeks commencing for employees working 8-hour
4 tours of duty on the sixth consecutive working day of absence and for employees
5 working 24-hour tours of duty on the third consecutive working day of absence.

6 (7) If the employee has completed twenty (20) years of service but less than
7 twenty-five (25) years of service, full pay for thirty-nine (39) weeks then half pay
8 for an additional thirteen (13) weeks commencing for employees working 8-hour
9 tours of duty on the sixth consecutive working day of absence and for employees
10 working 24-hour tours of duty on the third consecutive working day of absence.

11 (8) If the employee has completed more than twenty-five (25) years of service, full
12 pay for fifty-two (52) weeks commencing for employees working 8-hour tours of
13 duty on the sixth consecutive working day of absence and for employees working
14 24-hour tours of duty on the third consecutive working day of absence.

15 (9) "Full pay" and "half pay" shall be based on the employee's normal rate of pay as
16 established by Appendix A including longevity, Paramedic pay, and EMT pay if
17 applicable, but excluding any other pay such as, but not limited to, overtime, shift
18 premiums, special duty pay, vacation accrual, holiday pay accrual, clothing
19 maintenance allowance, and incentive pay for the Bureau Heads, and automobile
20 allowance.

21 SECTION 5. TERMINATION OF LONG TERM DISABILITY BENEFITS. Thirty (30) days
22 from the date a health care provider determines that an employee, receiving long term disability
23 benefits, is permanently and totally disabled, or that the employee will never return to
24 unrestricted duty within the fire service, or will not return to unrestricted duty for a period
25 exceeding one (1) year, an employee will make application for disability retirement benefits
26 through the Department of Employee Trust Funds. Thirty (30) days after certification of
27 disability by the Department of Employee Trust Funds, or within thirty (30) days after receipt of

1 the decision of an Administrative Law Judge/hearing examiner, of the Worker's Compensation
2 Division, Department of Workforce Development, determining the employee eligible for benefits
3 under Section 40.65, Wisconsin Statutes, long term disability benefits will cease. Employment
4 will simultaneously terminate, subject to existing rules regarding use of accrued vacation days.

5 SECTION 6. An employee whose long term disability benefits cease between January 1, 2018
6 through December 31, 2019, under the conditions set forth in Section 5 above, may participate in
7 health insurance provided by the City for retirees upon compliance with Section 2.76 (12) of the
8 Revised Municipal Code and, if applicable, payment of the premium share addressed in Article
9 XVI, Section 1.

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

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

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

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

1 vacation time taken. Any other off time of one (1) workday or less will be counted as part of the
2 thirteen (13) week service obligation.

3 SECTION 11.

4 (A) Vacation Accrual

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

9 (2) If an employee goes on long term disability leave on or before the 15th day of the
10 month, he/she shall be considered to be on long term disability leave for the
11 complete month and if the employee goes on long term disability leave after the
12 15th day of a month, that month will not be considered for loss of vacation
13 accrual. If the employee returns to duty prior to completing any full month on
14 long term disability, that month shall not be considered for loss of vacation
15 accrual. If an employee is on long term disability leave on December 31, loss of
16 vacation accrual will, nonetheless, continue into the next year.

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

18 (4) If an employee is on long term disability leave on his/her appointment date, loss
19 of vacation accrual will nonetheless continue.

20 (B) Holiday Accrual

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

24 (2) If the employee goes on long term disability leave on or before the 15th day of a
25 month, he/she shall be considered to be on long term disability leave for the
26 complete month and if the employee goes on long term disability leave after the
27 15th day of a month, that month will not be considered for loss of holiday pay

1 accrual. Likewise, if the employee returns to duty prior to completing any full
2 month on long term disability that month shall not be considered for loss of
3 holiday pay accrual.

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

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

9 SECTION 13. CERTIFICATION OF SICKNESS.

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

24 (B) When sick leave extends beyond the fifth consecutive working day of absence for 8-hour
25 personnel or beyond the second consecutive scheduled platoon day of absence for
26 24-hour personnel, a statement from a health care provider (when appropriate) certifying
27 the nature and extent of the sickness and the anticipated date of return is required in all

1 cases. There shall be no payment for sickness in excess of five (5) consecutive scheduled
2 days for 8-hour employees or two (2) consecutive scheduled platoon days for 24-hour
3 employees until certification is received by the Chief. A one (1) day temporary platoon
4 transfer shall not be considered as a scheduled platoon day for the purpose of this
5 paragraph.

6 (C) Employees receiving long term disability benefits shall periodically submit reports
7 regarding the nature of the sickness. Said reports shall include the health care provider's
8 estimate of the date the employee will be able to return to duty. The Chief, keeping in
9 mind the nature of the sickness, shall determine the interval between reports.

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

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

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

19 SECTION 15. Sick leave will not be granted in cases of sickness occurring on vacation.

20 Vacation days will not be rescheduled as the result of sickness occurring in the course of a period
21 of vacation. Vacation shall be rescheduled as the result of sickness occurring prior to the first
22 day of a scheduled vacation period and continuing on the first and subsequent days of a
23 scheduled vacation period, only under the following conditions:

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

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

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

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

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

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

1 the employee shall, prior to leaving the City, submit a written report to the Chief. Such report
2 shall include:

3 (A) A health care provider's statement disclosing the nature of the disability, that the
4 employee is fit to travel, and an estimate by the health care provider as to the date the
5 employee will be able to return to duty.

6 (B) An address at which the employee may be reached while outside the City.

7 (C) A telephone number at which the employee may be reached while outside the City.

8 Employees on long term disability leave who have left the City, shall be subject to the
9 provisions of Section 10 of this Article.

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

15

1 even though such may be, in fact, disabling and may necessarily cause absence from duty.
2 Necessary dental care shall be recognized as a proper cause for granting sick leave. Ocular
3 conditions necessitating attention by an optometrist or ophthalmologist may be recognized as a
4 proper cause for granting sick leave.

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

7 (A) 24-hour personnel shall earn 15 hours of sick leave per month from the date of hire with
8 total accumulation not exceeding 2696 hours or one (1) year.

9 (B) 8-hour personnel shall earn 6.67 hours per month with total accumulation not to exceed
10 2080 hours or maximum of one (1) year.

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

22 SECTION 6. An employee whose sickness disability benefits cease between January 1, 2018
23 through December 31, 2019, under the conditions set forth in Section 5 above, may participate in
24 health insurance provided by the City for retirees upon compliance with Section 2.76 (12) of the
25 Revised Municipal Code and, if applicable, payment of the premium share addressed in Article
26 XVI, Section 1.

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

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

8 SECTION 9.

9 (A) Vacation Accrual

10 (1) Loss of vacation accrual shall begin after three (3) consecutive months on
11 sickness disability, at a loss rate of 1/12 of the employee's annual vacation
12 entitlement for the third month and 1/12 for each succeeding full month on
13 sickness disability.

14 (2) If an employee goes on sickness disability leave on or before the 15th day of the
15 month, he/she shall be considered to be on sickness disability leave for the
16 complete month and if the employee goes on sickness disability leave after the
17 15th day of a month, that month will not be considered for loss of vacation
18 accrual. If the employee returns to duty prior to completing any full month on
19 sickness disability, that month shall not be considered for loss of vacation accrual.
20 If an employee is on sickness disability leave on December 31, loss of vacation
21 accrual will, nonetheless, continue into the next year.

22 (3) If an employee is on sickness disability leave on his/her appointment date, loss of
23 vacation accrual will nonetheless continue.

24 (B) Holiday Accrual

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

1 (2) If the employee goes on sickness disability leave on or before the 15th day of a
2 month, he/she shall be considered to be on sickness disability leave for the
3 complete month and if the employee goes on sickness disability leave after the
4 15th day of a month, that month will not be considered for loss of holiday pay
5 accrual. Likewise, if the employee returns to duty prior to completing any full
6 month on sickness disability that month shall not be considered for loss of holiday
7 pay accrual.

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

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

13 SECTION 11. CERTIFICATION OF SICKNESS.

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

1 (B) When sick leave extends beyond the fifth consecutive working day of absence for 8-hour
2 personnel or beyond the second consecutive scheduled platoon day of absence for
3 24-hour personnel, a statement from a health care provider (when appropriate) certifying
4 the nature and extent of the sickness and the anticipated date of return is required in all
5 cases. There shall be no payment for sickness in excess of five (5) consecutive scheduled
6 days for 8-hour employees or two (2) consecutive scheduled platoon days for 24-hour
7 employees until certification is received by the Chief. A one (1) day temporary platoon
8 transfer shall not be considered as a scheduled platoon day for the purpose of this
9 paragraph.

10 (C) Employees receiving sickness disability benefits shall periodically submit reports
11 regarding the nature of the sickness. Said reports shall include the health care provider's
12 estimate of the date the employee will be able to return to duty. The Chief, keeping in
13 mind the nature of the sickness, shall determine the interval between reports.

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

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

21 SECTION 12. Sick leave will not be granted in cases of sickness occurring on vacation.

22 Vacation days will not be rescheduled as the result of sickness occurring in the course of a period
23 of vacation. Vacation shall be rescheduled as the result of sickness occurring prior to the first
24 day of a scheduled vacation period and continuing on the first and subsequent days of a
25 scheduled vacation period, only under the following conditions:

- 1 (A) The Department Administration must be provided notice of the fact of the employee's
2 sickness occurring prior to the first day of a scheduled vacation period, and that a health
3 care provider's certificate will be timely provided to the Department Administration;
- 4 (B) Within three (3) calendar days of the notice provided under Paragraph (A) above, the
5 employee will provide to the Department Administration or have postmarked, a
6 Department Form FD-52, Medical Certification/Release, completed by a treating health
7 care provider, certifying the fact of employee sickness occurring prior to the first day of a
8 scheduled vacation period. Failure or inability of a treating health care provider to certify
9 the fact of sickness prior to a scheduled vacation period will result in denial of sick leave
10 for the scheduled vacation period and the vacation period will proceed as scheduled.
- 11 (C) Certification upon a Department Form FD-52, of an employee's fitness to return to duty
12 during a scheduled vacation period, shall result in the termination of sick leave and
13 continuation of the balance of the employee's scheduled vacation period.

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

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

23 SECTION 14. An employee, receiving sickness or injury disability benefits, may leave the City
24 with the permission of his/her health care provider during the period of such disability,
25 commencing on the second consecutive day of absence. However, prior to leaving the City for a
26 period of twenty-four (24) hours or more, the employee will advise the Department
27 Administration of his/her intent to leave the City and will provide, whenever possible, a phone

1 number and address at which the employee may be reached while outside the City. If the
2 employee anticipates that the period of absence is to be greater than seven (7) days in duration,
3 the employee shall, prior to leaving the City, submit a written report to the Chief. Such report
4 shall include:

5 (A) A health care provider's statement disclosing the nature of the disability, that the
6 employee is fit to travel, and an estimate by the health care provider as to the date the
7 employee will be able to return to duty.

8 (B) An address at which the employee may be reached while outside the City.

9 (C) A telephone number at which the employee may be reached while outside the City.

10 SECTION 15. An employee on sickness disability leave, who sustains an injury in the course of
11 performing work for another employer, shall advise the Department Administration of the
12 occurrence of the injury. Payments made to the employee pursuant to the terms of this Article,
13 shall be reduced by the amount of worker's compensation payments, if any, received by the
14 employee as the result of the off duty injury.

15

1 ARTICLE XVI

2 HOSPITAL/SURGICAL CARE, DENTAL AND LIFE INSURANCE

3 SECTION 1.

4 (A) Employees who participate in health insurance provided to them by the City in
5 accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following
6 monthly premium share contributions effective March 1, 2017 through February 28,
7 2019:

8 (1) Employees who participate in a City-sponsored Health Risk Assessment (HRA)
9 shall contribute ten percent (10%) towards their monthly premium share¹.

10 (2) Employees who do not participate in a City-sponsored Health Risk Assessment
11 (HRA) shall contribute twenty percent (20%) towards their monthly premium
12 share¹.

13 (B) Employees who participate in health insurance provided to them by the City in
14 accordance with Section 2.76 (12) of the Revised Municipal Code shall pay the following
15 monthly premium share contributions effective March 1, 2019:

16 (1) Employees who, along with their spouse, participate in a City-sponsored Health
17 Risk Assessment (HRA) shall contribute twelve percent (12%) towards their
18 monthly premium share².

19 (2) Employees who, along with their spouse, do not participate in a City-sponsored
20 Health Risk Assessment (HRA) shall contribute twenty percent (20%) towards
21 their monthly premium share².

22

¹ 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). Eligible dependents (spouse/child(ren)) may participate in City-sponsored HRA's.

² If a Health Risk Assessment (HRA) is not offered in any given plan year, employees will be subject to the rate listed in (B)(1). An employee's eligible child(ren) may participate in City-sponsored HRA's.

1 SECTION 2.

2 (A) An employee who retires between January 1, 2018 and December 31, 2019, shall be
3 eligible to participate in health insurance provided by the City for retirees upon
4 compliance with Section 2.76 (12) of the Revised Municipal Code and, if applicable,
5 payment of the premium share addressed in Section 1 above.

6 (B) Effective January 1, 1986, a retiring employee may elect to participate in the
7 health insurance program through payment of fifty percent (50%) of the
8 prescribed premium until he/she and the employee's spouse reach age 65.

9 This is an irrevocable decision which will be made at the time of retirement.

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

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

15 SECTION 5.

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

20 (B) The City shall pay one hundred percent (100%) of the premium for dental insurance
21 effective January 1, 2018 through December 31, 2019.

22 SECTION 6. By December 1 of each year the bargaining unit shall notify the City in writing
23 which Hospital/Surgical Care Division the bargaining unit shall participate in. (Note: Division
24 represents a group within a Health Plan. For example, the "WAPPA Division" or "Non-Represented/Elected
25 Officials Division" of the PPO Plan.) (See proviso set forth in the January 1, 2015 through December 31, 2017,
26 Summary of Negotiated Settlement, at 5.b.)

1 person continues to remain on active duty after being eligible for release or discharge,
2 application for reinstatement shall be made within fifteen (15) months after becoming so eligible.
3 Nothing contained herein shall be construed as limiting the authority of the Board of Police and
4 Fire Commissioners to require a person to provide positive proof of discharge under honorable
5 conditions or any other pertinent administrative data.

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

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

1 ARTICLE XVIII

2 FUNERAL LEAVE

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

6 (A) Not exceeding two (2) workdays for 24-hour employees, or forty-eight (48) hours total;

7 (B) Not exceeding five (5) workdays for 8-hour employees, or forty hours (40) total.

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

11 (A) Not exceeding one (1) workday for 24-hour employees, or twenty-four (24) hours total.

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

13 SECTION 3. In case of the death of the employee's grandmother, grandfather, grandchild, aunt,
14 uncle, brother-in-law* and sister-in-law*, and in exceptional circumstances, step relations of the
15 same, the Chief shall grant leave, if needed, as follows:

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

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

22 * The following 1979 definition provided by the City Attorney's Office is used for brother-in-law
23 and sister-in-law: Deceased is married to employee's sibling or deceased is spouse's sibling.

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

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

1 determination, the City will not deduct twenty percent (20%) from injury pay benefits as
2 provided herein.

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

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

- 1 (B) Kitchen duties
- 2 (C) Housekeeping duties (cleaning, sorting, dusting, sweeping, polishing, etc.)
- 3 (D) Statistical reports
- 4 (E) Conduct and/or schedule training sessions (CPR, first aid, etc.)
- 5 (F) Document management (e.g. scanning)
- 6 (G) Updating occupancy records
- 7 (H) Pre-fire planning

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

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

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

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

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

1 If the transfer is for the remainder of the employee's tour of duty, the employee will be
2 responsible for his/her own transportation after the tour of duty is completed. If the employee
3 has his/her vehicle at the station, he/she will be allowed to use his/her own vehicle for
4 transportation.
5

1 ARTICLE XXIII

2 PROMOTIONS

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

5 SECTION 2. Promotion to the staff positions of Chief in Charge of the Bureau of Emergency
6 Medical Services, Chief in Charge of the Bureau of Training and Safety, and Chief in Charge of
7 the Bureau of Fire Prevention if applicable shall be governed by the provisions of Section 62.13,
8 Wisconsin Statutes.

9 SECTION 3. All employees, scheduled off duty on a day during which they are to take a written
10 promotional examination will not make a time trade so as to be on duty when the written
11 examination is administered.

12 SECTION 4.

13 (A) Any member of the bargaining unit that is voluntarily or involuntarily demoted within the
14 first year probationary period, shall be returned to the rank previously held (i.e., Fire
15 Fighter, Equipment Operator, Lieutenant, etc.) in the seniority position he/she held prior
16 to the promotion.

17 (B) Any member of the bargaining unit that is voluntarily or involuntarily demoted after
18 he/she has completed the first year probationary period, shall be returned to the rank
19 previously held (Equipment Operator, Lieutenant) in the seniority position equal to the
20 amount of time he/she served in that position (i.e., if a member was a Lieutenant for
21 eight (8) years prior to demotion from Captain, the member is positioned as an 8-year
22 Lieutenant). The only exception shall be anyone returned to the Fire Fighter rank shall
23 have seniority determined from the date of hire.

24 (C) Any member of the bargaining unit that accepts a non-bargaining unit position shall have
25 the one (1) year probationary period to return to his/her unit rank without loss of
26

1 seniority (as in Paragraph (A)). After the one (1) year probationary period, a non-unit
2 employee can only return to the Fire Fighter rank with seniority from date of hire.

3 (D) No bargaining unit member will be demoted because of a voluntary or involuntary
4 demotion of another employee.

5 (E) Any member of the bargaining unit that returns to a rank previously held (because of
6 voluntary or involuntary demotion) shall retain and be credited all seniority earned while
7 in that rank.

1 ARTICLE XXIV

2 RESIDENCY

3 SECTION 1.

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

17 Newly appointed members shall establish City residency or perimeter residency
18 within eighteen (18) months of their appointment.

19 (B) Two-Tier Residency Program

20 (1) A two-tier wage scale shall be established for resident and non-resident perimeter
21 employees.

22 (2) An employee's wage scale (either Wage Scale R or Wage Scale P) shall be
23 determined on an ongoing basis by the actual locational status of the employee
24 from the exact date that residency to non-residency or non-residency to residency
25 occurs; no post dating or pre-dating shall take place. Employees shall notify the
26 City within twenty-four (24) hours of any change in residency.

1 (3) The perimeter for establishing non-residency is one (1) hour report time with an
2 approximately one-half (1/2) hour of drive time to Station 3 during normal driving
3 conditions, the exact boundaries to be determined by the Chief. The
4 determination of drive time shall be subject to Article XXVI, Grievance
5 Procedure.

6 (4) (a) Current employees who have not established residency prior to the
7 ratification of this Agreement (August 27, 1999) shall be paid at Wage
8 Scale R for a period of not more than eighteen (18) months from their date
9 of hire. If the current employee establishes new residency within the
10 designated perimeter and not in the City of West Allis prior to the
11 expiration of the eighteen (18) months, he/she shall be paid at Wage
12 Scale P upon establishing such residency.

13 (b) Any new non-resident employee hired after the ratification of this
14 Agreement (August 27, 1999) shall be paid at Wage Scale P. Residency
15 within the City limits or the designated perimeter must be established
16 within eighteen (18) months of appointment. The appropriate wage scale
17 shall apply.

18 (5) Notwithstanding any of the above, residency within the City or the designated
19 perimeter remains a condition of employment.
20
21

1 ARTICLE XXV

2 OFF-DUTY TIME

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

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

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

- 11 (C) For the reasons stated below the Chief of the West Allis Fire Department shall prohibit
12 employees of the West Allis Fire Department from performing fire fighting duties for
13 municipalities operating a paid or volunteer fire department other than the City of West
14 Allis.

15 (1) The provision of fire protection services to the public is a dangerous occupation
16 requiring highly trained, capable personnel using appropriate methods and
17 equipment under the direction of experienced supervisors. As such, the
18 performance of fire protection duties without the requisite training, methods,
19 equipment, or supervision may threaten the health and well-being of employees
20 and the public.

21 (2) Employees who perform fire protection duties on a voluntary basis or as a result
22 of outside employment are subject to increased exposure to hazardous conditions
23 that may result in a greater incidence of illness or injury. Consequently, the
24 performance of such duties for other municipalities may have a direct bearing on
25 employee's ability to perform fire protection duties for the City of West Allis.
26

- 1 (3) State statute has established a presumptive relationship between an employee's
2 fire suppression duties and heart and lung disability the employee may develop.
3 The City of West Allis and its taxpayers are financially liable for the employee's
4 duty disability benefits, and must be confident that such disabilities are the result
5 of the employee's work for the City of West Allis and not for other municipalities.
- 6 (4) The prohibition against employees of the West Allis Fire Department from
7 performing fire fighting duties for municipalities other than the City of West Allis
8 shall be in effect beginning on the first day of April, 1996. Violation of this
9 Section, after one (1) written warning shall result in discharge from service of said
10 employee.

1 ARTICLE XXVI

2 GRIEVANCE PROCEDURE

3 SECTION 1. A grievance shall consist only of a dispute involving the interpretations or
4 application of provisions of this Agreement, including a complaint involving working conditions
5 established by this Agreement and the application of the Fire Department Policies and
6 Procedures and Operating Guidelines which are primarily related to wages, hours and conditions
7 of employment. The grievance procedure shall not apply to departmental operations and
8 proceedings, disciplinary actions, promotional procedures, job classifications, or any other matter
9 contained in Section 62.13, Wisconsin Statutes. All matters subject to the provisions of Section
10 62.13, Wisconsin Statutes, not covered in this Agreement, shall be processed in accordance with
11 such statute.

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

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

22 STEP 2. The grievance shall be considered settled at the Step 1 level, unless within five (5)
23 business days after the communication of the Battalion Chief's decision, the
24 employee and/or Association Representative shall reduce the grievance to writing
25 and present it to the Chief. The written grievance shall specifically state the
26 provision or provisions of this Agreement, Department Policies and Procedures and
27 Operating Guidelines which are alleged to have been violated. The Chief shall

1 meet with the grievant and/or Association Representatives for the purpose of
2 discussing and attempting to resolve the grievance. The meeting shall be scheduled
3 at the mutual convenience of the parties. Within ten (10) calendar days after the
4 date of said meeting, the Chief shall provide a written answer to the grievant with
5 copies to the Grievance Committee and the Association Representative. The
6 written answer shall state the resolution agreed to for the grievance or the reason(s)
7 for rejecting the grievance, and may state a suggested resolution of the grievance if
8 rejected. The grievance shall be considered settled in accordance with the written
9 answer of the Chief unless written notice is given by either the grievant or the
10 Association of the desire to appeal the grievance to either the Commission or to
11 private arbitration. In order to be timely, the written notice of appeal must be
12 presented to the Chief and Board of Police and Fire Commissioners of the City of
13 West Allis within fifteen (15) calendar days after the date of the Chief's written
14 answer. The written notice shall state the form of arbitration which has been
15 selected.

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

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

- 26 (1) Absent a mutual agreement as to the selection of an arbitrator, the
27 Association shall make a written request to the Wisconsin Employment

1 Relations Commission to provide a panel of five (5) arbitrators. This
2 request must be made within ten (10) calendar days after the date of the
3 written notice of further appeal.

4 (2) Upon receipt of the panel of arbitrators from the Wisconsin Employment
5 Relations Commission, the City and the Association, or their designated
6 representatives, shall select an arbitrator to hear and determine the
7 grievance from the panel by the process of elimination. The City and the
8 Association shall have the right to delete two (2) names from the panel,
9 each in alternate strikes, with the remaining person being the selected
10 arbitrator. The party to strike first shall be determined by a form of chance
11 to be agreed to by the parties.

12 (3) The arbitrator, so selected, shall hold a hearing at a time and place
13 convenient to the parties, and shall take such evidence as is in the judgment
14 of the arbitrator appropriate for the proper determination of the grievance.
15 The arbitrator shall have initial authority to determine whether or not the
16 grievance is arbitrable and when so determined, the arbitrator shall proceed
17 to determine the merits of the grievance submitted to arbitration.

18 (4) The decision of the arbitrator shall be final and binding on the parties and
19 the arbitrator shall be requested to issue a decision within thirty (30)
20 calendar days after the close of the hearing, or thirty (30) calendar days after
21 the receipt of post hearing briefs. The arbitrator in arriving at a decision
22 shall neither add to, detract from, nor modify the language of this
23 Agreement or Department Policies and Procedures and Operating
24 Guidelines. The arbitrator shall adjudicate and not legislate or determine
25 interests.

26 (5) If the arbitrator rules that the subject matter is not arbitrable, the
27 Association may submit the matter to the proper jurisdiction.

1 (6) Expenses for the services of the arbitrator and the proceedings shall be
2 borne equally by the City and the Association. However, each party shall
3 be responsible for compensating its own representatives and witnesses. If
4 either party desires a verbatim record of the proceedings, it may cause such
5 a record to be made providing such party pays for the record. If both parties
6 desire a verbatim record, such costs shall be borne equally between the
7 parties.

8 SECTION 3. The time limits set forth in the procedures of this Article may be extended by
9 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.

1 ARTICLE XXVIII

2 STRIKE PROHIBITION

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

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

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

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

- 16 (A) Officers of the Association shall talk with those responsible for or participating in such
17 prohibited conduct, stating to them that:
- 18 (1) their action violates this Agreement which subjects them to discipline, including
19 discharge;
 - 20 (2) the prohibited conduct is not authorized by the Association and the Association
21 does not approve or condone it; and
 - 22 (3) the prohibited conduct should immediately cease and the involved personnel
23 should immediately return to their respective and assigned duties.
- 24 (B) The Association shall immediately post a notice signed by its President stating the
25 information listed in (A) above.

1 ARTICLE XXIX

2 MAINTENANCE OF STANDARDS

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

8

1 ARTICLE XXX

2 MISCELLANEOUS PROVISIONS

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

8 SECTION 2. A fund is established for the purpose of purchasing kitchen maintenance supplies
9 within the fire stations. Sums within the fund shall be expended for kitchen linen rental fees,
10 soap, cooking utensils, tableware, and small kitchen appliances. On January 1 of each calendar
11 year, the City will allocate or transfer to the fund One Thousand Five Hundred Dollars
12 (\$1500.00). All bills will be reviewed by the Fire Department officer assigned to supervise the
13 company fund and shall be forwarded to the Chief of the Department for approval and payment.
14 All sums within the fund which are not expended during any calendar year shall be carried
15 forward to the subsequent calendar year.

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

- 18 (A) Effective January 1, 2012, the City will reimburse up to Six Hundred Dollars (\$600.00)
19 per year of tuition and seminar costs incurred through enrollment in courses or seminars
20 directly related to an employee's job.
- 21 (B) Reimbursable tuition costs shall include tuition, course materials, books, library fees,
22 student fees, supplies, registration, etc.
- 23 (C) Reimbursable tuition costs shall not include mileage or other transportation costs, meals
24 or lodging.
- 25 (D) Reimbursement shall not be made to an employee if reimbursable costs are paid by other
26 sources.

1 (E) Course and subject approval shall be obtained in advance from the Fire Chief in order to
2 qualify for later reimbursement.

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

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

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

10 Entry level Fire Fighters hired under this lateral hire provision may receive a starting
11 annual salary in the Fire Fighter pay range and a vacation allowance commensurate with their
12 education, training and years of experience prior to beginning their employment with the City of
13 West Allis and the West Allis Fire Department. Such determination shall be at the discretion of
14 the Fire Chief, with approval from the Police and Fire Commission.

15 All other provisions of this Agreement apply. Lateral hires will enter the Department as
16 probationary Fire Fighters and all probationary requirements shall be governed by Department
17 Policies and Procedures and Operating Guidelines.

18

19

1 ARTICLE XXXI

2 AMENDMENTS AND SAVING CLAUSE

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

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

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

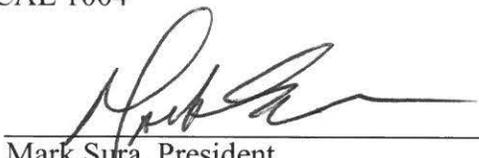
1 ARTICLE XXXII

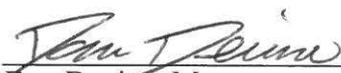
2 DURATION

3 SECTION 1. This Agreement shall become effective from the effective dates of the ordinances
4 adopting and approving the Agreements and shall remain in effect to and including
5 December 31, 2019, and thereafter shall be automatically renewed from year to year, unless, at
6 least sixty (60) days prior to the date of expiration, either party shall by written notice served on
7 the other state the desire to terminate the Agreement.

8
9 For the
10
11 WEST ALLIS PROFESSIONAL
12 FIRE FIGHTER'S ASSOCIATION,
13 LOCAL 1004

For the
CITY OF WEST ALLIS

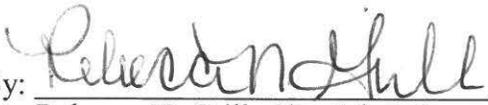
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17 By: 
18 Mark Sura, President

By: 
Dan Devine, Mayor

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21 Date Signed 6-26-18

Date Signed 6/25/18

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25 By: 
26 Michael Gundersen, Secretary/Treasurer

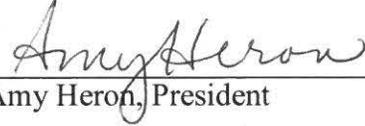
By: 
Rebecca N. Grill, City Administrator

27
28
29 Date Signed 6/29/18

Date Signed 7/9/18

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For the
POLICE AND FIRE COMMISSION
As to the provisions of the Contract which address
operational functions



Amy Heron, President

Date Signed 7/13/2018



Mark Manthei, Secretary

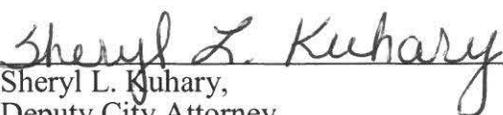
Date Signed 7/5/18

Countersigned this 29th day of June, 2018, 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 1004.



Peggy Steeno
Finance Director/Comptroller/City Treasurer

Approved as to form this 26th
day of June, 2018.



Sheryl L. Kuhary,
Deputy City Attorney

1 APPENDIX A

2 SECTIONS I AND II, AND PARTS 1 THROUGH 3

3 Section I - Rate Calculation

4 Base hourly rate based on 103.68 hours bi-weekly pay, or a 2695.68-hour year. Annual
5 rate is twenty-six (26) times total bi-weekly, not including holiday pay. Monthly rate is annual
6 rate divided by twelve (12).

7 *Base hourly rate for 80-hour personnel (Fire Inspector, Lieutenant, Captain, Fire
8 Safety/Information Officer).

9 Section II - Additional Compensation

10 Employees listed in Part 1 shall receive additional compensation for assignments by the
11 Fire Chief as follows:

12 Effective July 1, 2007:

- 13 (a) Individuals actively employed as a Paramedic by the West Allis Fire
14 Department shall receive an additional monthly payment equal to five percent
15 (5%) of the top step Fire Fighter monthly salary as Paramedic incentive pay.
- 16 (b) Individuals actively employed as intern status Paramedics by the West Allis Fire
17 Department shall receive an additional monthly payment equal to three percent
18 (3%) of the top step Fire Fighter monthly salary as intern status Paramedic
19 incentive pay.
- 20 (c) No employee actively employed by the West Allis Fire Department as a
21 Paramedic as of October 18, 2006 shall be unreasonably denied the opportunity
22 to continue to be so employed.

23 Fire Inspectors are to receive an additional monthly payment equal to five percent (5%)
24 of a top step Fire Fighter's base salary. This does not apply to incumbent Fire Inspectors or to
25 any employee selected for this position prior to the effective date of this Agreement.

1 Employees holding the position of Lieutenant of the Bureau of Fire Prevention and the
2 Lieutenant of Fire Safety/Information Officer shall receive an incentive payment in the amount
3 of Thirty-six Dollars (\$36.00) bi-weekly.

4 Effective January 1, 2010, Rescue Squad Personnel are to receive Fifteen Dollars
5 (\$15.00) per full duty day when assigned to rescue service duty.

6 Effective May 7, 2016, Fire Fighters assigned as Equipment Operators or Inspectors will
7 receive their base rate plus Seventy-five Cents (75 cents) per hour for all hours so worked.

8 Effective May 7, 2016, Fire Fighters assigned as Lieutenants will receive their base rate
9 plus One Dollar and Fifteen Cents (\$1.15) per hour for all hours so worked.

10 Effective May 7, 2016, Equipment Operators or Inspectors assigned as Lieutenants will
11 receive their base rate plus Eighty-five Cents (85 cents) per hour for all hours so worked.

12 Effective May 7, 2016, Lieutenants assigned as Captains will receive their base rate plus
13 One Dollar and Fifteen Cents (\$1.15) per hour for all hours so worked.

14 Effective May 7, 2016, Lieutenant of Fire Inspection when assigned as Deputy Chief of
15 Fire Inspection will receive his/her base rate plus One Dollar and Seventy-five Cents (\$1.75) per
16 hour for all hours so assigned. This provision only applies when an Officer in Charge of the
17 Bureau is inaccessible.

18 Effective May 7, 2016, personnel assigned to shop duties shall receive Fourteen Dollars
19 and Fifty Cents (\$14.50) per full duty day.

20 Effective May 7, 2016, those members who are specifically appointed by Fire
21 Administration to perform the SCBA repair and maintenance duties on a regular basis and hold
22 the applicable certifications will receive an SCBA Repair and Maintenance Certification pay of
23 Three Hundred Dollars (\$300.00) per year; said amount to be payable the first payroll in
24 December for each year of the contract.

25 Effective May 7, 2016, Captains assigned as Battalion Chiefs will receive their base rate
26 plus One Dollar and Fifty Cents (\$1.50) per hour for all hours so worked.

27

1 Effective May 7, 2016, personnel assigned as Paramedic Officer will receive their base
2 rate plus One Dollar (\$1.00) per hour for all hours so assigned.

3 Effective May 7, 2016, Cot Maintenance Certification of Two Hundred Dollars (\$200.00)
4 per year. Only those members appointed by Fire Administration who perform the duties on a
5 regular basis and hold applicable certifications will receive this pay; to be payable the first
6 payroll in December for each year of the contract.

7 Effective May 7, 2016, Extrication Equipment Certification of Two Hundred Dollars
8 (\$200.00) per year. Only those members appointed by Fire Administration who perform the
9 duties on a regular basis and hold applicable certifications will receive this pay; to be payable the
10 first payroll in December for each year of the contract.

11 Effective May 7, 2016, Emergency Vehicle Technician Certification of Two Hundred
12 Dollars (\$200.00) per year. Only those members appointed by Fire Administration who perform
13 the duties on a regular basis and hold applicable certifications will receive this pay; to be payable
14 the first payroll in December for each year of the contract.

APPENDIX A
PART 1

The following represent the negotiated rates effective on the first full pay period following January 1, 2018 for members of the West Allis Professional Fire Fighter's Association, as they appear in the enabling ordinance O-2018-0023 dated May 18, 2018.

FIRE DEPARTMENT RANGES AND INTERMEDIATE STEPS – FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2018
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	18.032	20.879	22.712	24.542	25.928	27.104
	Bi-Weekly	1,869.56	2,164.73	2,354.78	2,544.51	2,688.22	2,810.14
	Annual	48,608.56	56,282.98	61,224.28	66,157.26	69,893.72	73,063.64
	Holiday	3,201.76	3,707.26	4,032.74	4,357.66	4,603.78	4,812.58
	Total Annual Pay	51,810.32	59,990.24	65,257.02	70,514.92	74,497.50	77,876.22
Equipment Operator (103.68 hr)	Hourly	28.420					
	Bi-Weekly	2,946.59					
	Annual	76,611.34					
	Holiday	5,046.26					
	Total Annual Pay	81,657.60					
Lieutenant (103.68 hr)	Hourly	28.822	29.878				
	Bi-Weekly	2,988.26	3,097.75				
MIH Lieutenant	Annual	77,694.76	80,541.50				
MIH/CCP Lieutenant	Holiday	5,117.62	5,305.13				
	Total Annual Pay	82,812.38	85,846.63				
Lieutenant (80 hr)	Hourly	37.350	38.716				
	Bi-Weekly	2,988.00	3,097.28				
MIH Lieutenant	Annual	77,688.00	80,529.28				
MIH/CCP Lieutenant	Holiday	5,117.17	5,304.32				
	Total Annual Pay	82,805.17	85,833.60				
Captain (103.68 hr)	Hourly	30.533	31.849				
	Bi-Weekly	3,165.66	3,302.10				
	Annual	82,307.16	85,854.60				
	Holiday	5,421.43	5,655.09				
	Total Annual Pay	87,728.59	91,509.69				

APPENDIX A
PART 1

The following represent the negotiated rates effective on the first full pay period following January 1, 2018 for members of the West Allis Professional Fire Fighter's Association, as they appear in the enabling ordinance O-2018-0023 dated May 18, 2018.

FIRE DEPARTMENT RANGES AND INTERMEDIATE STEPS – FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2018
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	17.697	20.486	22.283	24.080	25.443	26.592
	Bi-Weekly	1,834.82	2,123.99	2,310.30	2,496.61	2,637.93	2,757.06
	Annual	47,705.32	55,223.74	60,067.80	64,911.86	68,586.18	71,683.56
	Holiday	3,142.27	3,637.49	3,956.56	4,275.63	4,517.65	4,721.67
	Total Annual Pay	50,847.59	58,861.23	64,024.36	69,187.49	73,103.83	76,405.23
Equipment Operator (103.68 hr)	Hourly	27.888					
	Bi-Weekly	2,891.43					
	Annual	75,177.18					
	Holiday	4,951.79					
	Total Annual Pay	80,128.97					
Lieutenant (103.68 hr)	Hourly	28.275	29.311				
	Bi-Weekly	2,931.55	3,038.96				
MIH Lieutenant	Annual	76,220.30	79,012.96				
MIH/CCP Lieutenant	Holiday	5,020.50	5,204.45				
	Total Annual Pay	81,240.80	84,217.41				
Lieutenant (80 hr)	Hourly	36.647	37.983				
	Bi-Weekly	2,931.76	3,038.64				
MIH Lieutenant	Annual	76,225.76	79,004.64				
MIH/CCP Lieutenant	Holiday	5,020.86	5,203.90				
	Total Annual Pay	81,246.62	84,208.54				
Captain (103.68 hr)	Hourly	29.958	31.248				
	Bi-Weekly	3,106.05	3,239.79				
	Annual	80,757.30	84,234.54				
	Holiday	5,319.34	5,548.38				
	Total Annual Pay	86,076.64	89,782.92				

APPENDIX A
PART 2

The following represent the negotiated rates effective on the first full pay period following October 1, 2018 for members of the West Allis Professional Fire Fighter's Association, as they appear in the enabling ordinance O-2018-0023 dated May 18, 2018.

FIRE DEPARTMENT RANGES AND INTERMEDIATE STEPS – FIRST FULL PAY PERIOD FOLLOWING
OCTOBER 1, 2018
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	18.167	21.036	22.882	24.726	26.122	27.307
	Bi-Weekly	1,883.55	2,181.01	2,372.41	2,563.59	2,708.33	2,831.19
	Annual	48,972.30	56,706.26	61,682.66	66,653.34	70,416.58	73,610.94
	Holiday	3,225.72	3,735.14	4,062.93	4,390.34	4,638.22	4,848.62
	Total Annual Pay	52,198.02	60,441.40	65,745.59	71,043.68	75,054.80	78,459.56
Equipment Operator (103.68 hr)	Hourly	28.633					
	Bi-Weekly	2,968.67					
	Annual	77,185.42					
	Holiday	5,084.07					
	Total Annual Pay	82,269.49					
Lieutenant (103.68 hr)	Hourly	29.038	30.102				
	Bi-Weekly	3,010.66	3,120.98				
MIH Lieutenant	Annual	78,277.16	81,145.48				
MIH/CCP Lieutenant	Holiday	5,155.98	5,344.91				
	Total Annual Pay	83,433.14	86,490.39				
Lieutenant (80 hr)	Hourly	37.630	39.006				
	Bi-Weekly	3,010.40	3,120.48				
MIH Lieutenant	Annual	78,270.40	81,132.48				
MIH/CCP Lieutenant	Holiday	5,155.54	5,344.06				
	Total Annual Pay	83,425.94	86,476.54				
Captain (103.68 hr)	Hourly	30.762	32.088				
	Bi-Weekly	3,189.40	3,326.88				
	Annual	82,924.40	86,498.88				
	Holiday	5,462.09	5,697.53				
	Total Annual Pay	88,386.49	92,196.41				

APPENDIX A
PART 2

The following represent the negotiated rates effective on the first full pay period following October 1, 2018 for members of the West Allis Professional Fire Fighter's Association, as they appear in the enabling ordinance O-2018-0023 dated May 18, 2018.

FIRE DEPARTMENT RANGES AND INTERMEDIATE STEPS – FIRST FULL PAY PERIOD FOLLOWING
OCTOBER 1, 2018
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	17.830	20.640	22.450	24.261	25.634	26.791
	Bi-Weekly	1,848.61	2,139.96	2,327.62	2,515.38	2,657.73	2,777.69
	Annual	48,063.86	55,638.96	60,518.12	65,399.88	69,100.98	72,219.94
	Holiday	3,165.88	3,664.84	3,986.22	4,307.78	4,551.56	4,757.00
	Total Annual Pay	51,229.74	59,303.80	64,504.34	69,707.66	73,652.54	76,976.94
Equipment Operator (103.68 hr)	Hourly	28.097					
	Bi-Weekly	2,913.10					
	Annual	75,740.60					
	Holiday	4,988.90					
	Total Annual Pay	80,729.50					
Lieutenant (103.68 hr)	Hourly	28.487	29.531				
	Bi-Weekly	2,953.53	3,061.77				
MIH Lieutenant	Annual	76,791.78	79,606.02				
MIH/CCP Lieutenant	Holiday	5,058.14	5,243.51				
	Total Annual Pay	81,849.92	84,849.53				
Lieutenant (80 hr)	Hourly	36.922	38.268				
	Bi-Weekly	2,953.76	3,061.44				
MIH Lieutenant	Annual	76,797.76	79,597.44				
MIH/CCP Lieutenant	Holiday	5,058.54	5,242.95				
	Total Annual Pay	81,856.30	84,840.39				
Captain (103.68 hr)	Hourly	30.183	31.482				
	Bi-Weekly	3,129.37	3,264.05				
	Annual	81,363.62	84,865.30				
	Holiday	5,359.28	5,589.93				
	Total Annual Pay	86,722.90	90,455.23				

APPENDIX A
PART 3

The following represent the negotiated rates effective on the first full pay period following January 1, 2019 for members of the West Allis Professional Fire Fighter's Association, as they appear in the enabling ordinance O-2018-0023 dated May 18, 2018.

FIRE DEPARTMENT RANGES AND INTERMEDIATE STEPS – FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2019
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	18.530	21.457	23.340	25.221	26.644	27.853
	Bi-Weekly	1,921.19	2,224.66	2,419.89	2,614.91	2,762.45	2,887.80
	Annual	49,950.94	57,841.16	62,917.14	67,987.66	71,823.70	75,082.80
	Holiday	3,290.18	3,809.90	4,144.24	4,478.23	4,730.90	4,945.57
	Total Annual Pay	53,241.12	61,651.06	67,061.38	72,465.89	76,554.60	80,028.37
Equipment Operator (103.68 hr)	Hourly	29.206					
	Bi-Weekly	3,028.08					
	Annual	78,730.08					
	Holiday	5,185.81					
	Total Annual Pay	83,915.89					
Lieutenant (103.68 hr)	Hourly	29.619	30.704				
	Bi-Weekly	3,070.90	3,183.39				
MIH Lieutenant	Annual	79,843.40	82,768.14				
MIH/CCP Lieutenant	Holiday	5,259.15	5,451.79				
	Total Annual Pay	85,102.55	88,219.93				
Lieutenant (80 hr)	Hourly	38.383	39.786				
	Bi-Weekly	3,070.64	3,182.88				
MIH Lieutenant	Annual	79,836.64	82,754.88				
MIH/CCP Lieutenant	Holiday	5,258.70	5,450.92				
	Total Annual Pay	85,095.34	88,205.80				
Captain (103.68 hr)	Hourly	31.377	32.730				
	Bi-Weekly	3,253.17	3,393.45				
	Annual	84,582.42	88,229.70				
	Holiday	5,571.30	5,811.54				
	Total Annual Pay	90,153.72	94,041.24				

APPENDIX A
PART 3

The following represent the negotiated rates effective on the first full pay period following January 1, 2019 for members of the West Allis Professional Fire Fighter's Association, as they appear in the enabling ordinance O-2018-0023 dated May 18, 2018.

FIRE DEPARTMENT RANGES AND INTERMEDIATE STEPS – FIRST FULL PAY PERIOD FOLLOWING
JANUARY 1, 2019
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	18.187	21.053	22.899	24.746	26.147	27.327
	Bi-Weekly	1,885.63	2,182.78	2,374.17	2,565.67	2,710.92	2,833.26
	Annual	49,026.38	56,752.28	61,728.42	66,707.42	70,483.92	73,664.76
	Holiday	3,229.28	3,738.17	4,065.94	4,393.90	4,642.65	4,852.17
	Total Annual Pay	52,255.66	60,490.45	65,794.36	71,101.32	75,126.57	78,516.93
Equipment Operator (103.68 hr)	Hourly	28.659					
	Bi-Weekly	2,971.37					
	Annual	77,255.62					
	Holiday	5,088.69					
	Total Annual Pay	82,344.31					
Lieutenant (103.68 hr)	Hourly	29.057	30.122				
	Bi-Weekly	3,012.63	3,123.05				
MIH Lieutenant	Annual	78,328.38	81,199.30				
MIH/CCP Lieutenant	Holiday	5,159.35	5,348.46				
	Total Annual Pay	83,487.73	86,547.76				
Lieutenant (80 hr)	Hourly	37.660	39.033				
	Bi-Weekly	3,012.80	3,122.64				
MIH Lieutenant	Annual	78,332.80	81,188.64				
MIH/CCP Lieutenant	Holiday	5,159.65	5,347.75				
	Total Annual Pay	83,492.45	86,536.39				
Captain (103.68 hr)	Hourly	30.787	32.112				
	Bi-Weekly	3,192.00	3,329.37				
	Annual	82,992.00	86,563.62				
	Holiday	5,466.54	5,701.80				
	Total Annual Pay	88,458.54	92,265.42				

1 APPENDIX B

2 VACATION AND WORK REDUCTION DAY REGULATIONS

3 EFFECTIVE DECEMBER 1, 2016

4 COMPUTATION: Vacation time is as follows and will be scheduled as listed herein.

5 All vacation time must be taken within the calendar year. In the interest of administration and
6 equality, these totals are broken down into units of three (3) days each. Each unit contains one
7 (1) scheduled on duty day for each platoon.

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

16 Eight-hour personnel will receive vacation as follows:

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

1 Loss of vacation accrual and holiday pay during sickness disability leave will be in
2 accordance with Article XV of the Agreement between the City of West Allis and the West Allis
3 Professional Fire Fighter's Association, Local 1004, IAFF.

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

8 1. TIME OF SELECTIONS: Vacation and Work Reduction Days will be chosen starting
9 on December 1, and completed by December 21, of each year. Vacations will be chosen
10 first, with Work Reduction Days to be picked immediately following. No vacation
11 exchanges will be permitted until all vacation and Work Reduction Days are completed,
12 except in cases of emergency. There will be no exchanges of Work Reduction Days at
13 ANY TIME.

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

17 3. SUMMER PERIOD: During the summer period a maximum of two (2) cycles may be
18 selected. Summer vacation periods will start on June 8 and end on September 5. A
19 member can select a one (1) or two (2) cycle vacation, but cannot split the vacation.
20 They have to be consecutive with their columns. The beginning of the vacation must
21 start on the cycle date.

22 An exception can be made for an individual if he/she has a long trip planned. The
23 employee may forward a letter to the Chief, stating the reason, and the request will be
24 given consideration. Such letters must be in the Chief's office before selections are made.
25 Additional summer period vacation time so granted, must be used for the purpose stated.
26 If a change in plans indicates that the time will not be used, the Chief shall be notified

1 before the start of the vacation and the additional time will be rescheduled out of the
2 summer period at the convenience of the Department.

3 4. SPLITTING VACATIONS: The full earned vacation may be taken at one (1) time,
4 providing it conforms with Number 3, or may be split into two (2) or more segments.
5 Vacation picks must be minimum of one (1) cycle duration, however, an employee
6 having only one (1) unit remaining may select any unit in a cycle, except in the summer
7 period on his/her initial pick.

8 5. TOTAL NUMBER OF EMPLOYEES OFF: Provisions of this Section apply to the
9 vacation and Work Reduction Day selection period, as well as any vacation and Work
10 Reduction Day changes that occur through the calendar year. The total number of
11 employees scheduled to be on vacation on each platoon during each unit shall not exceed
12 five (5), exclusive of Battalion Chiefs. There will be no more than two (2) Equipment
13 Operators on vacation per platoon at one (1) time. Work Reduction Days shall be
14 selected in all (5) columns, exclusive of Battalion Chiefs. The vacation and work
15 reduction schedule will provide for a minimum of four (4) Officers, including a minimum
16 of one (1) Captain on duty on each platoon. The work schedule of the Battalion Chief
17 shall be taken into account when making this determination. The vacation and work
18 reduction schedule will also provide for a minimum of four (4) Paramedics on duty on
19 each platoon.

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

22 Column No. 1 Captains shall have priority

23 Column No. 2 Lieutenants and Equipment Operators shall have priority as provided
24 below

25 Column No. 3 Equipment Operators shall have priority

26 Column No. 4 & 5 Fire Inspectors and Fire Fighters shall have priority

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

4 OFFICERS: Officers may select nine (9) cycles in Column (2), but no more than four (4)
5 cycles during the summer period. Refer to the provisions of Number 5.

6 CAPTAINS: Refer to the provisions of Number 5. The vacation and work reduction
7 schedule will provide for a minimum of four (4) Officers, including a minimum of one
8 (1) Captain on duty on each platoon. The work schedule of the Battalion Chief shall be
9 taken into account when making this determination. To the extent possible, Officer
10 vacation will be scheduled on the platoon he/she will be assigned to at the time.

11 LIEUTENANTS: A Lieutenant on each platoon may select a vacation that may coincide
12 or overlap with a vacation selection of a Captain in his/her platoon.

13 All else remains the same and this provision becomes effective December, 1990 for 1991
14 and thereafter vacation selection.

15 EQUIPMENT OPERATORS: Equipment Operators may select fourteen (14) cycles in
16 Column (2), but not to exceed six (6) cycles in the summer period, after Officers. During
17 these fourteen (14) cycles, two (2) Equipment Operators may be on vacation. A total of
18 three (3) Equipment Operators on a platoon may be off at one (1) time.

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

24 7. VACATION EXCHANGE: Should an employee desire to exchange a vacation period
25 with another employee, he/she shall complete "Work Reduction/Vacation Change
26 Request Form FD-38". Exchange may be made only with other persons of the same rank.
27 An employee wishing to exchange a vacation period will obtain signatures on the back of

1 the FD-38 of every employee having greater seniority in rank, indicating that the
2 signatory does not wish to enter an exchange for the same period. If another employee
3 with greater seniority in rank wishes to enter an exchange for the vacation period, the
4 originator may withdraw the vacation exchange request. The completed FD-38 will be
5 submitted for approval to the Station Commander and Battalion Chief.

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

- 9 (A) A vacation period vacancy must exist before an employee may request a change.
- 10 (B) A Work Reduction/Vacation Change Request Form FD-38, shall be filled out by
11 circling "Vacation" and by inserting the date and time (duplicate).
- 12 (C) The completed Form FD-38 will be submitted to the Station Commander and
13 Battalion Chief for approval.
- 14 (D) Upon approval, the FD-38 will be sent to all stations for posting. The vacation
15 change request will be announced at roll call, or thereafter up to 1800 hours, at all
16 stations on two (2) workdays of platoon affected. The vacation change request
17 will thereby be held without action for forty-eight (48) hours of the platoon's duty
18 time.
- 19 (E) Proper cycles or units shall be observed and Number 5 of Appendix B, effective
20 December 1, 2016, is applicable.
- 21 (F) Column priorities:
- 22 Column (1) 1. Captains have first priority, by seniority in rank.
23 2. Lieutenants have second priority, by seniority in rank.
24 3. Equipment Operators/Fire Inspectors/Fire Fighters have
25 third priority by seniority within the Department.
- 26 Column (2) 1. Lieutenants have first priority, by seniority in rank for
27 nine (9) cycles during the summer period.

- 1 (I) If the vacant vacation period requested is the next workday, all possible notice
2 will be given to all stations. If request meets these guidelines, the vacation period
3 will be assigned to the employee making the request.
- 4 (J) A vacation change will supersede a work reduction change.
- 5 (K) Only one (1) vacation period change is permitted at a time. For example,
6 employees may select one (1) unit or two (2) units or one (1) cycle or two (2)
7 cycles, each of which is considered a separate change.
- 8 (L) After an employee makes a vacation change, all other employees who request a
9 change will be given an opportunity to change a vacation period, subject to these
10 guidelines, before the employee changes a second vacation period.
- 11 (M) The Chief of the Department may reassign vacation periods for an employee who
12 was on sick or injured disability leave at time of scheduled vacation within any
13 open Column. Assignments of vacation periods by the Chief under these
14 circumstances shall have priority over all requests to select vacant vacation
15 periods.

16 9. SICK OR INJURED AT VACATION OR WORK REDUCTION: Employees on sick or
17 injured leave at the time their vacation date arrives will continue on sick or injured leave
18 until released to return to duty as provided for in the Department rules and will be subject
19 to rules governing such leaves during that period except as hereinafter provided.

20 The member shall have the option to either continue on sick or injured leave in
21 lieu of the scheduled vacation, or indicate in writing to the Chief that he/she be placed on
22 the scheduled vacation instead of using sick leave during those periods, provided the
23 member presents the required medical release prior to returning to regular duty.

24 When the option to use vacation is chosen, the member must notify the
25 Department by 2000 of the last day prior to the next scheduled workday whether he/she
26 will return to regular duty or be placed back on sick or injured leave. If he/she had been

1 off two (2) scheduled workdays or less, he/she shall call the station Commander to be
2 taken off sick leave.

3 If an employee is on sick or injured leave during a work reduction, that day shall
4 not be rescheduled.

- 5 10. RESCHEDULING OF VACATION DAYS: A member who is excused from regular
6 duty because of illness, injury, jury duty, military leave, Paramedic training, or other
7 reason and who has qualified to reschedule vacation days to a future date because of this
8 excused time, may remove vacation days from the current vacation calendar. From
9 July 1 through December 31, the vacated days will be "blacked out", so no other member
10 will be eligible to move vacation or Work Reduction Days into the vacated days.

11 Effective January 1, 2002, an employee may move a vacation day to extend
12 funeral leave. The date of the original vacation day shall be "blacked out" so that no
13 other employee shall be eligible to move a vacation day or Work Reduction Day into the
14 vacated day.

15 Vacation days removed from the calendar may be rescheduled according to other
16 provisions of this contract, provided the rescheduled vacation days do not cause staffing
17 levels to fall below minimum acceptable staffing levels in effect at the time of
18 rescheduling. Total shift staffing will be considered for this purpose, including all
19 members previously excused from duty, regardless of their listing on the vacation
20 calendar, shift commander monthly master or other record at the time of rescheduling.

- 21 11. WORK REDUCTION DAYS: Battalion Chiefs will select their Work Reduction Days
22 with the other employees for the purposes of maintaining a minimum of four (4) officers
23 on duty at all times. The Battalion Chiefs' Work Reduction Days will be recorded in
24 Column (6). Work reduction will be selected by platoon seniority, regardless of rank.
25 Date of appointment to the Department and position on appointment list will determine
26 the order of selection. For 1991 and thereafter, the nine (9) Work Reduction Days will be
27 selected in five (5) round robin picks. The first round will be a single pick and the

1 remaining four (4) rounds will be double picks. The work reduction schedule for
2 members on 24-hour platoon duty shall be nine (9) working days in addition to holiday
3 pay as stated in the City Ordinance in effect for that year.

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

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

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

12 (3) None of the following holidays:

13 a. New Year's Day (January 1)

14 b. Memorial Day (last Monday in May)

15 c. July 4

16 d. Labor Day (first Monday in September)

17 e. Easter Sunday

18 f. Thanksgiving Day

19 g. Christmas Eve (December 24)

20 h. Christmas Day (December 25)

21 i. New Year's Eve (December 31)

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

26 (4) Selected Work Reduction Days may not cause staffing levels to fall below
27 minimum acceptable staffing levels in effect at the time of selection, unless

1 approved by the Fire Chief. Total shift staffing will be considered for this
2 purpose, including all members previously excused from duty, regardless of their
3 listing on the vacation calendar, shift commander monthly master or other record
4 at the time of selection.

- 5 12. CHANGING WORK REDUCTION DAYS: All bargaining unit employees who receive
6 Work Reduction Days will be allowed to make four (4) changes of their Work Reduction
7 Days after all vacation and Work Reduction Days are selected. There must be an open
8 period in one (1) of the five (5) columns which the member may select as a Work
9 Reduction Day. A vacation change will have precedence over a Work Reduction Day
10 change. Any Work Reduction Day change will be posted and read at roll call, the same
11 as a vacation change. All other rules concerning vacation and Work Reduction Day
12 selection will be followed, such as total number of employees off, etc. After a member
13 makes one (1) Work Reduction Day change, all other members who have requested a
14 change will change one (1) day before any member changes a second Work Reduction
15 Day.

16 Effective January 1, 2002, an employee may move a Work Reduction Day to
17 extend funeral leave. The date of the original Work Reduction Day shall be "blacked
18 out" so that no other employee shall be eligible to move a vacation day or Work
19 Reduction Day into the vacated day.

20 The Fire Department Form FD-38 will be used for work reduction changes as
21 well as vacation changes. Any Work Reduction Day which falls during a period when
22 the employee is on long term sick or injured will be lost and will not be changed.

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

- 26 14. WORK REDUCTION IN VACATION COLUMNS: Any open day in the vacation
27 schedule may be selected as work reduction, providing it conforms to Numbers 5 and 10

1 of Appendix B, effective December 1, 2016, and all other vacation and work reduction
2 rules provided herein. Any overflow of work reduction will be in the sixth column in
3 January.
4

1 APPENDIX C
2 CERTIFICATION OF NATIONAL REGISTRY OF EMT-ADVANCED (PARAMEDIC)
3
4
5

- 6 1. All existing classified Fire Department employees who, as part of their classification
7 duties, are required, through the agreement between the City of West Allis, and
8 Milwaukee County for the Provision of Emergency Medical Services, to maintain their
9 Paramedic National Registry certification must obtain and retain this certification while
10 employed in their job classification.
11
- 12 2. Any existing Fire Department employees seeking appointment to or ordered/assigned into
13 a position, which requires Paramedic National Registry certification, shall be required to
14 obtain certification prior to placement in the new position.
15
- 16 3. Any new, non-certified person seeking appointment to a position within the classified
17 service shall be required to obtain Paramedic National Registry certification prior to
18 placement in the service.
19
- 20 4. The Department has offered and subsequently provided training for the knowledge of the
21 Paramedic National Registry examination to existing employees affected or potentially
22 affected by the Paramedic National Registry requirement. Employees have been allowed
23 to attend training programs during regular work hours, on detached duty at a training
24 center selected by the Department.
25
- 26 5. Employees affected or potentially affected by the Paramedic National Registry
27 requirement have been allowed to take any exams administered by the approved training
28 center on duty, and at the City's expense, sometimes incurring overtime.
29
- 30 6. Employees affected or potentially affected by the Paramedic National Registry
31 requirement have been allowed to attend any required refresher training administered by
32 the approved training center on duty, and at the City's expense, sometimes incurring
33 overtime.
34
- 35 7. Employees affected or potentially affected by the Paramedic National Registry
36 requirement who maintain their Wisconsin EMT-Paramedic license, are paid an incentive
37 rate as determined by the Agreement between the City of West Allis and the West Allis
38 Professional Fire Fighters Association, IAFF Local 1004.
39
- 40 8. The City will only pay the Paramedic National Registry certification fee for those
41 employees whose classification requires them to maintain Paramedic National Registry
42 certification.
43
- 44 9. This Appendix becomes invalid upon cessation of any Paramedic National Registry
45 certification mandates within the City's agreement with Milwaukee County or upon
46 cessation of the City's agreement with Milwaukee County.