

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PEWAUKEE

and the

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 5241, A.F.L.-C.I.O.

2025-2025

ORIGINAL

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AGREEMENT

This Agreement is entered into this 1st day of January 2025, effective upon that date, by and between the City of Pewaukee, hereinafter referred to as the "City" and the International Association of Firefighters, A.F.L.-C.I.O., Local 5241, hereinafter referred to as the "Association".

ARTICLE 1 – RECOGNITION

The City hereby recognizes the Association as the exclusive bargaining agent in the matter of wages, hours of employment and certain other benefits for all regular full-time and regular part-time fire fighting employees of the City, excluding supervisors and confidential, managerial and executive employees, part-time, paid-on-premise, temporary, and seasonal employees who were employed on September 22, 2005, except such employees as may prior to the election quit their employment or be discharged for cause. The Association shall certify to the City, upon request, a list of its members, in order to determine whether or not the Association represents the majority of the bargaining unit at any given time.

Whenever any words herein appear in the masculine, they shall be construed as though they also appear in the feminine, except where the context clearly requires otherwise.

ARTICLE 2 – ASSOCIATION AFFAIRS

2.1 The Association shall conduct its business off duty as much as possible, however upon giving as much advance notice as possible and receiving approval from the Fire Chief or his designee, meetings may take place in appropriate locations of the firehouses as long as the meetings do not unreasonably interfere with the orderly and efficient operation of the department. Requests for such meetings shall not be unreasonably denied.

2.2 Bulletin Board: The Association may post notices, announcements and other materials on a bulletin board designated by the City at the Fire Stations. The City retains ownership of the bulletin board. The use of such bulletin boards is not exclusive to the Association. Any posted materials must comply with the following:

- A. The Fire Chief will be provided a copy of the material before being posted.
- B. No material that is derogatory or critical of the City, its agents or employees is permitted. The City reserves the right to remove any material it finds objectionable. The Association agrees to use the bulletin board only for the posting of items related to the responsibilities and functions as the exclusive bargaining representative for its members' wages, hours and conditions of employment, social functions, meetings, Association elections, and Association appointments or any other material authorized by the City.
- C. Materials that are political in nature including but not limited to endorsement of political candidates for office in the City of Pewaukee or other public election issues pertaining to the City of Pewaukee is not permitted.

- 2.3 The Association shall not use City equipment for Association purposes without prior written authorization by the Fire Chief.
- 2.4 For purposes of collective bargaining, three (3) representatives from each party will attend bargaining sessions unless otherwise agreed upon by both parties. Three (3) association members shall be allowed to attend collective bargaining sessions between the parties while on-duty provided that: (1) the employee notifies his supervisor at least three (3) days in advance; (2) the employee is subject to recall to duty during the bargaining session.
- 2.5 The parties agree there shall be no discrimination against any employee covered by this agreement because of membership or activities in the Association, nor will the parties interfere with the right of employees to become or refrain from becoming members of the Association.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The City retains all rights of possession, care, control and management that it has by law, and retains the right to exercise the functions under the terms of the collective bargaining agreement. The City possesses the sole right to operate the Fire Department and all management rights repose in it. The powers or authority which the City has not specifically abridged, delegated or modified by other provisions of this agreement are retained as the exclusive prerogatives of the City. These rights include, but are not limited to, the following:
 - A. To direct all operations of the City of Pewaukee Fire Department;
 - B. To appoint or hire the Fire Chief or any other managerial staff;
 - C. To establish and require observance of reasonable work rules and schedules of work. The Association shall be provided a copy of new work rules ten (10) calendar days prior to implementation. The Union shall have the ability to grieve the reasonableness of the work rules;
 - D. To place the City Administrator or other City managerial staff in positions of authority regarding the conduct of City business and operations.
 - E. To determine the methods, means and personnel by which City operations are to be conducted;
 - F. To hire, promote, transfer, schedule and assign (including overtime assignments) employees in positions within the department;
 - G. To create, revise and eliminate existing positions, departments, operations or work practices;

- H. To suspend, demote, discharge and take other disciplinary action against employees;
- I. To relieve employees from their duties;
- J. To maintain efficiency of City operations;
- K. To take whatever action is necessary to comply with state or federal law;
- L. To introduce new or improved methods or facilities;
- M. To change existing methods or facilities;
- N. To take whatever action is necessary to carry out the functions of the City in situations of emergency;
- O. To select employees, establish quality standards and evaluate employee performance;
- P. To contract out for goods or services;
- Q. To determine the kinds and amounts of services to be performed as pertains to operations as well as the number and kind of classifications to perform such services;
- R. To determine the financial policies of the City.

3.2 The exercise by the City of any of the foregoing powers, rights and/or authority shall not be reviewable by an arbitrator except in case such as so exercised as to violate an express provision of this Agreement.

3.3 The parties agree that alleged violations of state and/or federal law and/or of the state and/or federal constitution shall not be subject to the arbitration procedures contained herein and shall be resolved in the appropriate state and/or federal forum.

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

ARTICLE 4 – DEFINITION OF EMPLOYEES

For the purpose of this Agreement, the following definitions will apply:

- 4.1 A Regular Full-time employee shall be defined as an employee who is regularly scheduled for at least fifty-six (56) hours of work each week throughout the year and who occupies a regular position established by the Department.
- 4.2 A probationary employee shall be defined as an employee who has not achieved regular full-time or regular part-time status, as set forth in Article 5.1.

ARTICLE 5 – PROBATIONARY EMPLOYEES

- 5.1 All employees shall serve a probationary period of 2,912 hours worked, excluding all non-working hours. A probationary period may be extended for up to an additional 728 working hours at the discretion of the Fire Chief. The City will provide notice to the Association of any extension.
- 5.2 Upon completion of the probationary period, the employee shall be granted seniority rights as provided for in this Agreement.
- 5.3 Probationary employees may be disciplined up to and including discharge without regard to cause and without recourse to the grievance procedure.
- 5.4 At time of hire, the City shall provide the uniform items listed in Appendix A. If a full-time employee terminates prior to ninety (90) days of employment, one hundred (100%) percent of the cost of the items listed in Appendix A - A.1-5 provided shall be deducted from the employee's accumulated PTO and/or their final paycheck. If an employee terminates prior to six (6) months of employment, seventy-five percent (75%) of the cost of the items listed in Appendix A -A.1-5 provided shall be deducted from the employee's accumulated PTO and/or their final paycheck. If an employee terminates prior to one (1) year of employment, fifty percent (50%) of the cost of the items listed in Appendix A - A.1-5 provided shall be deducted from the employee's accumulated PTO and/or their final paycheck. After one year of employment, there shall be no obligation for reimbursement.
- 5.5 All bargaining unit employees who leave City employment within twelve (12) months of hire shall return all items provided by the City pursuant to Appendix A (items B.1-9). Any items not returned will be deducted from the employee's accumulated PTO and/or their final paycheck.
- 5.6 Sick leave shall be accumulated by probationary employees during the probationary period and can be taken immediately.

ARTICLE 6 – NO STRIKE/NO LOCK-OUT

- 6.1 The Association, its representatives and individual employees will not authorize, assist or support any strike, work stoppage, slowdown or other activity that interferes with or interrupts the operations of the City. In the event of any such activity, the City shall immediately notify the Association thereof, and the Association shall immediately give public notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage or other conduct which is interrupting or impeding work.
- 6.2 There shall be no lock-out by the City during the term of this Agreement.
- 6.3 Any employee violating 6.1 of this provision shall be subject to disciplinary action, up to and including discharge. In any arbitration proceeding involving a violation of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. This provision shall not limit the City's rights to seek other available legal remedies.

ARTICLE 7 –DUES DEDUCTION

- 7.1 Representation. The Association, as the exclusive representative of all the employees in the bargaining unit, shall represent both members and non-members, fairly and equally.
- 7.2 Membership. No employee shall be required to join the Association but membership in the Association shall be made available to all employees who do apply, consistent with the Constitution and by-laws of the Association. No employee shall be denied membership on the basis of race, creed, color, religion, sex, national origin, handicap, or age.
- 7.3 Deduction of Dues. Every employee represented by the Association shall pay to the Association the monthly dues and assessments being charged to Association members. The City shall deduct the Association dues and assessments as may be from time to time certified to the City by the Association commencing with the second month of employment. The employee must submit a signed voluntary dues deduction form to the City prior to any withholding from the employee's paycheck.
- 7.4 Administration. The aggregate amount so deducted shall be forwarded to the Treasurer of the Association within ten (10) days of the date such deductions were made.
- 7.5 Inadvertence or Error. If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next paycheck of the employee and submitted to the collective bargaining representative.
- 7.6 Indemnification/Hold Harmless. The Association shall indemnify and hold harmless the City against any and all claims, demands, judgments or other forms of liability against the City, and lawsuits arising out of the City's compliance with the terms of this Section.

ARTICLE 8 – HOURS OF WORK

The parties will adhere to the guidelines established for this benefit as outlined in the “24 Hour Shift” Department Policy.

- 8.1 The work schedule for employees covered by this Agreement shall consist of the following nine (9) day cycle:

One day on, One day off, One day on, One day off, One day on, Four days off.

The City shall schedule in accordance with a twenty-seven (27) day work period. The normal work week shall average fifty-six (56) hours as determined by the work schedule.

- 8.2 The workday (duty day) for employees covered by this Agreement shall consist of a twenty-four (24) hour period, starting at 7 a.m. and ending at 7 a.m. the following day.
- 8.3 Fire department personnel may work up to a maximum of seventy-two (72) consecutive hours whereupon personnel will be required to leave for a minimum of twenty-four (24) hours, except in case of emergency.

ARTICLE 9 – OVERTIME

The parties will adhere to the guidelines established for this benefit as outlined in the “Overtime”, and “24 Hour Shift”, and “FLSA” Department Policies.

- 9.1 Full-time employees shall be paid overtime (time and one-half) for all hours worked in excess of two hundred four (204) in a twenty-seven (27) day work period in accordance with the Fair Labor Standards Act and as otherwise specified in this Agreement.
- 9.2 Full-time employees required to remain on duty beyond the ending time (7 a.m.) of their workday shall be paid overtime computed in multiples of fifteen (15) minutes.
- 9.3 Members called back from off shift shall be paid a two (2) hour minimum and then be paid in fifteen (15) minute intervals. The Chief shall maintain a list of full-time firefighters according to seniority by position. The Chief shall attempt to contact the first person on the overtime list, except where qualifications by position and/or practical scheduling requirements make the application of seniority unreasonable. He will then work down the list until the overtime shift is filled. The firefighter accepting the shift will then be moved to the bottom of the list. In the event that no firefighter accepts the overtime, the Chief will order the least senior firefighter available to return to duty. Requests for call backs (an actual verbal order to return to duty) shall be made only by the Fire Chief. Employees who live more than thirty (30) miles from the Station #1 will not be considered for any call back duty unless the Chief determines that department needs dictate otherwise.
- 9.4 Mandatory Overtime:

In the event that the overtime call back list has been exhausted, mandatory overtime will be filled by holding over the least senior member of the previous shift. A seniority list shall be kept for mandatory overtime. The order of the list will operate in the opposite fashion of the regular overtime list in that it will operate from least senior to most senior. After a member is given mandatory overtime they will be moved to the bottom of that list. Members will not lose their place on the voluntary overtime list due to mandatory overtime. Mandatory overtime list shall be perpetual. Member cannot be mandated if they are scheduled off their next assigned shift day (i.e. trade or PTO).

9.5 Pay for Training:

- A. Required Overtime: Off-duty employees who are required by the Fire Chief to attend job-related training shall be paid overtime for attendance at the training.
- B. Mutually Agreed Training: If an employee requests to attend job related training and it is approved by the Fire Chief, then the Chief shall have the discretion to flex an employee's work schedule so as not to incur overtime for attendance at training sessions. Attendance at mutually agreed training will be on a straight time basis only.

ARTICLE 10 – TRANSFER OF SHIFTS

The Chief has final authority after consultation with his Assistant Chief and his Command Staff (Appendix B) to make whatever permanent or daily shift transfers that are needed for the efficient operation of the Department. All reasonable efforts shall be made to effectuate shift transfers consistent with qualifications. The Chief will consider employee preference based upon seniority in making shift transfers, particularly daily shift transfers. However, the Chief's discretion shall be final and not subject to the grievance procedure. Daily shift transfers are at the discretion of the on-duty Chief Officer.

ARTICLE 11 – TRADES

A trade of duty time may be made by any Association member providing that the parties adhere to the "Trade Request" Department Policy. A trade of duty time may be made between Association members providing that the parties receive the prior approval of the officer in charge (such approval not to be unreasonably withheld) after filling out the proper department form. Failure to obtain approval shall result in the members considered absent without leave. The City shall not incur any liability for overtime because of exchanges in duty hours by reason of such trades. Association members recognize that repayment of trades is an obligation between the employees and it shall be the responsibility of the individuals involved in the trade to see that they respectively fulfill such obligation. No trade shall be approved if the employee will incur over seventy-two (72) consecutive hours worked. Effective, January 1, 2023, trades will be positional by rank only or by someone who is designated as an actor in that rank (See Acting Pay).

ARTICLE 12 – BENEFITS

12.1 Self-Funded/Carrier Designation: Nothing in this agreement shall prohibit the City from exercising the City's rights, or in any way limit the City's rights, under Section 111.70(4) (mb), Wisconsin Statutes. Any language in this Agreement between the parties in conflict with such right or prohibition shall be governed by the provisions of Section 111.70(4) (mb).

12.2 Retirement Benefits:

Employees shall be covered under the State of Wisconsin Retirement System ("WRS") effective January 1, 2011. Effective June 1, 2013, the City will pay the employer-required contribution to the WRS as set by the Wisconsin Department of Employee Trust Funds and employees shall pay the employee-required contribution as set by the Wisconsin Department of Employee Trust Funds.

12.3 Medical, Dental and Optical Health Benefits:

A. Each full-time employee as defined herein shall be entitled to the benefits of a group medical, dental and optical health program through the City. The terms of the coverage are provided in the insurance plan documents. Part-time employees are not entitled to medical, dental or optical health insurance.

B. The benefits provided above shall become effective on the first day of the calendar month following the date of hire.

The City will pay 85% of the cost of insurance programs provided above. The employee will pay 15% of the cost, which will be deducted on a bi-weekly basis.

Employees and spouses enrolled in the City's health insurance plan who complete the Core Wellness Steps of the Healthy Steps Wellness Plan in the timeframe required each year, will receive up to a 5% rebate of their health insurance premium contributions for the calendar year.

C. Health Insurance Buyout

1. Employees who are eligible for the health insurance benefit can waive coverage under the medical plan if they have medical coverage from another source other than the City. The City will pay such employees twenty-five percent of the monthly premium currently paid by the City.

2. To take advantage of the buyout program, interested employees must provide a written request to the Employee Services Department no later than the 15th of the month prior to the time the employee wishes to be terminated under the City's medical plan.

3. The request must be accompanied by written proof that similar insurance coverage is being provided by another source in place of the City's program.

4. Beginning with the first paycheck of the next calendar month, the employee will receive as part of their regular paycheck, the applicable buyout payment.
5. Once a buyout is implemented, it may not be reversed until the Open Enrollment period or the employee loses medical insurance coverage.

12.4 Deferred Income Program: Full-time employees shall be entitled to participation in a voluntary employee deferred income program as a predetermined payroll deduction. The City Common Council will facilitate such a program by periodically inviting recognized deferred income program agencies to meet with employees to assist them in determining their voluntary participation, if any; by facilitating and monitoring any predetermined payroll deduction; and by keeping records of such deductions. No City funds will be contributed to this program.

12.5 Life and Disability Insurance:

A. Full-time employees shall be entitled to participation in a group term life insurance program purchased by the City and payable upon death of the employee at the rate of \$1,000 of life insurance for each \$1,000 of annual salary, rounded up to the nearest \$1,000 plus \$15,000. The premiums for such life insurance program will be paid in full by the City on behalf of the employee following successful completion of the probationary period.

B. If the City offers a short-term and/or long-term disability policy, eligible employees can choose to voluntarily participate in the offered disability policy(ies) paid entirely by the employee. Each employee choosing to participate in such supplemental disability program shall authorize the City to deduct the amount of the premium from their pay checks.

12.6. Flexible Benefits Account - Section 125 Plan – The City will provide employees with a Section 125 Plan to cover premium contributions, unreimbursed medical and dental expenses and child care expenses.

12.7 Workers' Compensation

An employee who is receiving Workers' Compensation benefits may receive additional compensation from the City in an amount representing the difference between the payments received under Workers' Compensation and the employee's base pay, provided the employee has accrued sick leave to cover the amount. An employee's sick leave account will be deducted for the portion necessary to cover the difference.

ARTICLE 13 – PAID TIME OFF (PTO)

13.1 Full-time employees shall be entitled to Paid Time Off (PTO) as follows (for definition purposes one (1) week shall equal three (3) twenty-four (24) hour duty days). PTO is in lieu of paid vacation and holidays.

A. In regard to PTO, the calendar year the employee commences employment shall be defined as year one(1) of service.

<u>Years of Service</u>	<u>Number of 24 hour PTO days</u>
First 5 years	11 days
6 through 12 years	14 days
13 through 19 years	17 days
Beginning with 20 th year	20 days

13.2 PTO selection shall be made in the following manner:

- A. On or before the first day of August of each year, the Fire Chief shall post the next year's shift schedule. The Fire Chief shall also post the Department seniority list at that time. Any dispute over seniority shall be brought to the Fire Chief's attention for resolution before the PTO selection process begins.
- B. On or about the first Monday of September, members of the Pewaukee Fire Department shall select PTO for the next year in the following manner:
 - a. Selection Process: On the basis of seniority, members shall select one week of PTO (three 24 hour days) until all members have made a selection. All PTO shall be maintained and scheduled in twenty-four (24) hour blocks. Effective January 1, 2023, the Fire Chief will allow two bargaining unit employees to select any specific duty day for 50% of the units' total shift days. All subsequent PTO selections shall be made in the same manner as the first until all members have selected all of their available PTO time. All PTO picks will be submitted on the designated Department form.
 - i. PTO shall not carry over to the following calendar year. Employees may elect to be paid out, in lieu of taking PTO time off, for up to five (5) PTO days. Employees choosing to be paid out must make that decision during the PTO selection process. Employees will not be allowed during the year to substitute PTO for a scheduled shift. Employees further will not be allowed to decide during the year to work on a pre-selected PTO day in order to be paid out in lieu of taking time off.
 - b. Members may request to change a PTO day after all of the selections have been made, but the request shall be subject to Department staffing needs and shall not have priority over shift days off, scheduled schools or other leaves of absence. The employee shall submit his/her request at least two (2) work rotations in advance to ensure for minimum staffing levels. A shorter time for submission of the request may be allowed at the

discretion of the Fire Chief for unusual or unforeseen circumstances.

- C. Scheduled PTO will be paid to employees who may be off due to illness or injury, unless FMLA requires otherwise. Employees may request that PTO be converted as substitution for FMLA in accordance with state and federal laws. Should an employee for reasons attributable to the Department, such as mandatory overtime, be unable to use his/her PTO days within the calendar year, the employee shall be paid for the unused PTO days at his/her regular rate of pay.

13.3 PTO is considered earned as of January 1st. Full time employees who separate or terminate employment with the City shall be entitled to payment for all earned and unused PTO.

13.4 During an employee's first year of employment, PTO will be scheduled on a pro-rated basis for the calendar year in which the employee commences employment. PTO time that the Department is unable to schedule will be paid to the employee at the end of the year.

ARTICLE 14 – SICK LEAVE

14.1 ACCUMULATION AND USE

- A. Full-time employees shall earn sick leave at the rate of one-hundred thirty five (135) hours per year. Employees may accumulate their unused sick leave for future absences due to sickness or injury up to a maximum accumulation of 1,920 hours if hired as a full-time employee prior to January 1, 2016. The maximum accumulation for employees hired full-time after January 1, 2016 shall be 1,456 hours.
- B. Sick leave is payable upon and during the illness or disability of an employee except that arising from employment with others. It is not payable when the employee sustains an injury in the employment of others nor from non-emergency dental or medical appointments, unless it is impractical for the employee to schedule such appointment during the employee's off hours. When an employee leaves work because of illness, the employee shall receive regular pay for so long as the employee worked and sick leave pay, if available, for the remainder of the regular workday.

14.2 CONDITIONS FOR SICK LEAVE USE

Utilization of sick leave shall be allowed only if the employee notifies the Battalion Chief on Duty at the Station #1 by phone at least one (1) hour prior to the start of the shift or, in the case of serious bodily injury or grave illness, as soon as is reasonably possible under the circumstances and for the following reasons:

- A. Bodily injury, personal illness or physical incapacity; or
- B. Exposure to a contagious or communicable disease; or

- C. Illness of the employee, employee's spouse, juvenile child/children, or person within the employee's personal care; or
- D. Preventative medical services performed by a medical professional. A medical professional shall be defined to include the following: Physician, Dentist, Oral Surgeon, Chiropractor, Psychiatrist, Psychologist; or
- E. Psychological or psychiatric treatment of an employee, employee's spouse or juvenile children.
- F. Emergency non-medical accommodations may be made to use smaller increments of sick leave up to a total of 24 hours annually as long as staffing does not go below the minimum.

Unapproved absence from work duties for other than the foregoing reasons shall be considered absence without leave and be documented as such. All missed work hours will be charged against accrued PTO or, if there is no such PTO, may be deducted from the employee's salary.

14.3 CONDITIONS FOR PAYMENT OF SICK LEAVE

- A. As a matter of policy, the City Common Council wishes to emphasize that sick leave shall be construed as a form of insurance against the loss of income during illness and is not a form of additional PTO. The provision of sick leave does not vest in an employee the right to a certain number of days off each year with pay as does PTO and substantiated abuse of the sick leave shall be cause for loss of pay or disciplinary action, up to and including dismissal.
- B. Sick leave usage in excess of two (2) consecutive work shifts must be substantiated by written documentation from a physician or other medical professional. The written documentation will attest: a) to the illness or injury; and b) to the fact that the employee is fit to return to duty, the date on which the employee is anticipated to return to duty, or the date of the next scheduled appointment.
- C. In the event of the death of a regular full-time employee while in the line of duty, the City Common Council will authorize payment of all accrued unused sick leave to the surviving spouse or dependent children of his family, based on the employee's rate of pay at the time of death.
- D. Sick leave taken on the first working day before or the first working day after PTO may be charged as a PTO unless authorized in writing as a sick day by a physician or other medical professional.

E. Any period of illness or disability which falls within approved PTO after the PTO has commenced will be treated and paid as PTO and shall not be treated or paid as other benefit time, unless otherwise required by state or federal FMLA.

14.4 If the City implements a program during the term of this Agreement for non-represented employees to use accrued sick leave following retirement to reimburse health care costs or medical insurance, bargaining unit employees will be allowed to participate in the program on the same terms as non-represented employees.

ARTICLE 15 – OTHER LEAVES OF ABSENCE

Full-time employees of the City who request and are granted any of the various forms of leaves of absence described in this Article shall continue to earn PTO, sick or other leave during the period of such leave of absence unless specified otherwise herein.

In addition, health and other insurance benefits and any other benefits paid all or in part by the City for an employee on extended active military leave or other medical or personal leave of absence per Section 15.5 shall expire at the end of the calendar month in which all accumulated PTO and sick leave is utilized, unless otherwise provided by law. Thereafter, and for a period not to exceed eighteen (18) months, such employees who are on an approved leave of absence may continue to participate in the City's group health and other insurance programs at their own expense subject to COBRA.

15.1 MILITARY LEAVE

Full-time employees of the City who enlist, are inducted, or ordered into active service or training duty in any branch of the armed services, shall be granted a leave of absence without pay or City paid fringe benefits during the period of such service. Such employees shall be accorded reinstatement and health insurance continuation rights in accordance with the terms of the applicable federal and state statutes and regulations. The leave so granted shall be in addition to all other leaves the employee may be entitled to pursuant to the provisions of this Agreement and/or any applicable federal or state law.

Full-time employees of the City who are reserve members of any branch of the armed services, shall be paid by the City the difference in pay between their military pay during time of attendance and the Employee's regular pay during the same period up to a maximum of fifteen (15) days.

All military leaves shall be granted in accordance with all applicable federal and state laws.

15.2 JURY DUTY OR APPEARANCE AS A WITNESS

Full-time employees of the City who are requested by a court of law on a regular work day to perform jury duty or to appear as a witness in a court of law shall be granted a leave of absence without loss of pay. For purposes of this article, an employee will be deemed to be required to serve as a witness only in cases in which the employee is not a party, and is compelled to attend by subpoena. Said leave shall be granted by the Fire Chief or City Administrator upon presentation of satisfactory evidence of a requirement

to perform as a jury member or proof of such subpoena service. Any payment received by the employee for such authorized jury or witness duty shall be reimbursed by the employee to the City at the time of such payment. The status of the employee for the purpose of determining seniority, status, responsibility and salary shall be unaffected by such jury duty or witness leave.

15.3 FUNERAL LEAVE

When there is a death in the immediate family of a full-time employee, the employee shall be granted time off from duty without loss of pay to attend the funeral, wake or memorial service, but the period allowed shall not exceed a maximum of two (2) twenty-four (24) hour duty periods with pay. The time off allowed in this section shall be taken within fifteen (15) calendar dates of the immediate family member's death. Immediate family is defined as spouse, children, grandchildren, parents, grandparents and siblings of the employee or employee's spouse. Evidence of attendance at the funeral must be provided to the Fire Chief or his designee for placement in the personnel file following the funeral leave. Leave for a funeral in excess of the days set forth above shall be deducted from the employee's accumulated PTO or, if none, the employee's pay for days absent from work will be deducted from the next payroll check.

15.4 FAMILY AND MEDICAL LEAVE

All family and medical leaves shall be granted in accordance with state and federal law.

15.5 OTHER APPROVED LEAVES

The City may, in its sole discretion, grant unpaid leave to a full-time employee for medical or personal reasons in a duration not to exceed thirty (30) days after the employee provides written request for leave, if for medical reasons a doctor's certification is provided, and subsequent approval is provided in writing by the Fire Chief and City Administrator. Leave extensions may be granted in thirty (30) day increments by the Fire Chief and City Administrator at their discretion. The City's decision regarding a request for unpaid leave of absence and the duration of the same shall not be subject to review under the grievance procedure. Failure of the employee to return to work and substantially perform the duties of his position upon expiration of the leave shall be cause for dismissal. Nothing in this provision shall restrict or interfere with an employee's rights under state and federal family medical leave laws.

ARTICLE 16 – CLOTHING ALLOWANCE

The Employer and Employees will adhere to the guidelines established for this benefit as outlined in the "Uniform Maintenance and Issue" and "Uniform Inspection" Department Policies.

- 16.1 The Department has established policies related to this matter as outlined in the Uniform Maintenance and Issue Policy and the Uniform Inspection Policy. New employees shall be provided with turnout gear and uniform as outlined in Appendix A and are not eligible for the clothing allowance until they have completed twelve (12) full months of work. The clothing allowance will be based on the number of full months in a calendar year

worked after completion of the twelve (12) month requirement. Employees must be on the payroll for all of the scheduled workdays specific to the employee's shift for the month to qualify for a complete month of employment. Any clothing obviously damaged or destroyed in the line of duty shall be repaired or replaced as outlined in Appendix A. All active bargaining unit employees shall be entitled to \$450 per year clothing allowance to maintain their uniform. This allowance will be paid quarterly at \$112.50 per quarter.

16.2 Upon hire, the City shall provide all uniforms and mandated turnout gear.

16.3 At no time while in uniform shall a member wear jewelry, pins, ribbons, buttons, or an article of clothing that constitutes an advertisement; a religious, political, or social viewpoint; or a message that is offensive to anyone on the basis of age, color, disability, ethnicity, national origin, race, religion, political affiliation, gender, or sexual orientation.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.1 Definition of Grievance: A grievance shall be defined as a dispute concerning the interpretation, application, and/or enforcement of the express terms of this Agreement. This Article shall not apply to discipline matters. The Association or an employee may be a grievant.

17.2 Subject Matter: Only one (1) subject matter shall be covered in any one (1) grievance. However, if one subject affects more than one employee, there may be more than one grievant. A written grievance shall contain the name and position of the grievant(s) filing the grievance, a statement of the grievance, the issue involved, the relief sought, the date the incident or violation occurred, the article(s) and section(s) of the Agreement alleged to have been violated, the signature of the grievant(s) and the date.

17.3 Time Limitations: Any grievance not complying to the time limits set forth in this Article shall be null and void. Time limits are exclusive of Saturdays, Sundays, and holidays. Time limits may be extended by mutual agreement in writing.

17.4 Procedural Steps: Grievances shall normally follow the steps below. However, by mutual agreement, in writing, the parties may bypass any of the following steps.

Step 1: The grievance shall be presented orally or in writing to the employee's immediate supervisor within seven (7) calendar days of the date the grieving party knew or should have known of the event giving rise to the grievance. The grievant shall be responsible for identifying the issue as a grievance. The immediate supervisor shall inform the grievant(s) of his decision in writing within five (5) calendar days of the date the grievance was presented.

Step 2: If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and submitted to the Fire Chief within ten (10) calendar days of the immediate

supervisor's response. The Fire Chief shall respond in writing with his decision within ten (10) calendar days of said written grievance.

Step 3: If the grievance is not resolved in Step 2, the grievance shall be submitted to the City Administrator within ten (10) calendar days of receipt of the Fire Chief's response. The City Administrator shall respond in writing with his decision within ten (10) calendar days of receipt of said written grievance.

Step 4: If the grievance is not resolved in Step 3, the written grievance shall be submitted to the Common Council in care of the Mayor within ten (10) calendar days of the response of the City Administrator. A meeting between the grievant and the City Common Council will be held at the next regularly scheduled Common Council meeting so proper notice can be given. Note: Agenda items for Common Council meetings are assembled at least twelve (12) calendar days prior to a meeting. A written decision on the grievance shall be issued to the grievant(s) within ten (10) calendar days of said meeting.

Step 5: If the grievance is not resolved in Step 4, the Association may request, within ten (10) calendar days of the date of that decision, that the grievance be submitted to an arbitrator by submitting a letter to the Wisconsin Employment Relations Commission with a copy of the letter to the City Administrator.

- 17.5 Arbitration: The Wisconsin Employment Relations Commission shall submit a panel of five (5) arbitrators who reside in Wisconsin to the parties. The parties shall, within ten (10) calendar days of the receipt of said list, select the arbitrator by alternately striking names from the list until one (1) name remains. Such person shall then be the designated arbitrator. Any fees incurred for the panel shall be shared equally between the parties. The arbitrator so elected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his selection, unless otherwise mutually agreed upon by the parties.
- 17.6 Arbitrability: The arbitrator shall take such evidence as in his judgment is appropriate for the disposition of the dispute. A statement of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration, and his decision shall be final and binding upon all parties.
- 17.7 Decision of the Arbitrator: The decision of the arbitrator shall be in writing to the City and the Association. The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract provision allegedly breached. The arbitrator shall not modify, add to or delete from the express terms of the Agreement. The arbitrator shall have no authority to impose liability on the City for events rising before the effective date of the initial contract.

17.8 Arbitration Costs: Both parties shall share equally the costs and expenses of the arbitration proceedings, including the fees of the arbitrator. Each party, however, shall bear its own costs for witnesses, and all other out-of-pocket expenses, including possible attorney's fees. The party requesting a transcript shall pay the cost to produce such transcript. In the event the other party wishes a copy, the costs of providing a transcript will be divided equally between the parties.

ARTICLE 18 – WAGES

18.1 Pay Basis and Periods. Employees of the City shall be paid in biweekly checks to be paid on the last day of each two weeks. All employees will enroll in the City's direct deposit program upon the signing of this Agreement.

18.2 Wages shall be paid in accordance with the wage schedule listed below. Said wage schedule shall include a listing of the positions, base wage ranges for each listed position, and incremental increases. Part-time employees shall be paid in accordance with a wage schedule.

**WAGE SCHEDULE
(Biweekly)**

January 1, 2025 – 2% across the board

	Base	EMT-A	EMT-P	LT-P	Act LT	Act BC
Year 1	\$23.40 \$68,123	\$23.97 \$69,807	\$24.57 \$71,555	\$27.25 \$79,356	\$25.56	\$29.45
Year 2	\$24.57 \$71,555	\$25.18 \$73,336	\$25.78 \$75,052	\$28.61 \$83,326	\$26.82	\$30.92
Year 3	\$25.70 \$74,858	\$26.37 \$76,768	\$27.00 \$78,613	\$29.96 \$87,226	\$28.08	\$32.36
Year 4	\$26.84 \$78,161	\$27.52 \$80,135	\$28.18 \$82,077	\$31.27 \$91,059	\$29.33	\$33.79
Year 5	\$28.51 \$83,017	\$29.22 \$85,089	\$29.93 \$87,161	\$33.20 \$96,672	\$31.14	\$35.87

July 1st, 2025 -2% across the board

	Base	EMT-A	EMT-P	Lt-P	Act LT	Act BC
Year 1	\$23.87 \$69,485	\$24.45 \$71,203	\$25.06 \$72,986	\$27.80 \$80,943	\$26.07	\$30.04
Year 2	\$25.06 \$72,986	\$25.69 \$74,804	\$26.29 \$76,553	\$29.18 \$84,993	\$27.36	\$31.54
Year 3	\$26.22 \$76,355	\$26.90 \$78,304	\$27.54 \$80,186	\$30.56 \$88,971	\$28.64	\$33.01
Year 4	\$27.38 \$79,724	\$28.07 \$81,738	\$28.75 \$83,719	\$31.90 \$92,881	\$29.92	\$34.47
Year 5	\$29.08 \$84,678	\$29.81 \$86,791	\$30.53 \$88,904	\$33.87 \$98,605	\$31.76	\$36.59

- 18.3 Final Pay: Upon termination, full-time employees shall be entitled to payment for all accumulated PTO and all wages earned until the date of termination. A failure to return the equipment specified in Appendix A, Section B.1-9, will result in the loss of accumulated PTO pay. Full-time employees who resign, retire or are released due to reduction in force from their positions with the City (but not including such employees whose employment with the City has been terminated for cause), shall be entitled to payment for one-half (1/2) of all accumulated sick leave, but in no case shall said payment exceed 520 hours of accumulated sick leave. Such payments shall be made at the next regularly scheduled pay date.
- 18.4 Emergency Medical Technician (EMT): State certification will be maintained by all firefighters. All certifications will be on file at the fire department on or before June of the renewal year. All employees will comply with all management directives to allow re-certification at the earliest opportunity.
- 18.5 Lieutenant/Paramedics: Any Lieutenant who decides he no longer wants to perform paramedic duties may request from the Chief in writing permission to stop those duties. The Lieutenant/Paramedic will continue to perform paramedic duties until the Chief gives permission to stop those duties and/or is able to assign other staff to those duties.
- 18.6 Paramedic Preceptors: Paramedic preceptors shall be selected by the Medical Director and the Fire Chief and shall serve at their sole discretion. Decisions regarding selection of Preceptors shall not be subject to the grievance procedure. Paramedics acting as Preceptors shall be paid \$1 per hour while precepting a student from a technical college assigned by the EMS Division Chief. Preceptors assigned to an employee in the mentorship program will not receive an additional wage adjustment.

- 18.7 Acting Pay: Effective January 1, 2023, employees will be eligible to participate in a leadership development program designed to enhance leadership skills where employees can test to perform as “actors”. The program will be limited to 3 Battalion Chief and 6 Lieutenant positions based upon the outcome of a written test score. Note: employees can only act up one position. Once designated as an actor, that employee will be eligible to trade with individuals of that rank. Acting Lieutenants will be paid 4% per hour more during the time they are acting in that role; acting Battalion Chiefs will be paid 8% per hour more (see wage schedule above). This eligibility will last for 2 years when the testing program will reoccur, and all employees will have the ability to test again to determine eligibility for this leadership development program for the next two-year cycle. Should a vacancy occur during the two year period, the next eligible candidate will be offered to fill the vacancy without retesting for the remainder of that two-year period. Should a full-time promoted position become vacant the Department will run a promotional process to fill the vacancy.

ARTICLE 19 – DISCIPLINE

- 19.1 Standard: The City reserves the right to discipline employees pursuant to the provisions of Section 62.13(5), Wisconsin Statutes.
- 19.2 Appeal: An employee who has completed his probationary period shall be entitled to appeal any disciplinary action pursuant to the provisions of Section 62.13(5), Wisconsin Statutes except for those employees as noted in Article 5.
- 19.3 Oral reprimands cannot be grieved. The City reserves the right to reprimand an employee orally for reasons that are not arbitrary or capricious. The City reserves the right to issue a written reprimand to an employee with just cause. Copies of oral and written reprimands shall be given to the employee. An employee may file a response to an oral or written reprimand which will be placed in his personnel record along with the reprimand.
- 19.4 Loss or Damage: The City agrees that employees shall not be charged for any loss or damage of City owned property unless deliberate intent or willful misuse is shown.

ARTICLE 20 – SENIORITY

- 20.1 Definition: Seniority shall be determined from the last date of hire as full-time. If more than one employee is hired on the same date, seniority among such employees shall be determined by the Chief at the time of hire. Time spent on paid military leaves of absence, time lost because of duty connected disabilities, and City approved paid leaves of absence, shall be included when determining seniority. Unpaid leaves not provided by either federal or state law of thirty (30) or more consecutive work days shall not count toward seniority.
- 20.2 List of Employees: The City shall submit to the Association, a list of employees in the Fire Department arranged in order of their seniority. Said lists shall be submitted to the Association within ten (10) days of this Agreement and the Association shall have another ten (10) days to check for its accuracy. If the Association does not object to its

accuracy within said ten (10) days, the seniority lists shall be deemed accurate. The lists shall be kept current and posted in a conspicuous place at the Fire Stations (Association bulletin board) for a reasonable period of time.

- 20.3 Loss of Seniority: Seniority and the employment relationship shall be broken and terminated if an employee:
- A. resigns;
 - B. is discharged;
 - C. is absent from work for two (2) consecutive work days without notification to the City, unless unable to notify the City for a valid reason;
 - D. fails to report to work within fourteen (14) calendar days after having been recalled from layoff;
 - E. fails to report for work at the termination of an authorized leave of absence;
 - F. accepts other employment without permission while on authorized leave of absence;
 - G. works for another employer without permission while on authorized leave of absence; or
 - H. retires.
- 20.4 Employees shall be laid off and recalled in accordance with Section 62.13(5)(m), Wis. Stats.
- 20.5 The Fire Chief has the authority under Article 3 - Management Rights, to assign personnel by exercising reasonable discretion in lieu of an employee's individual preference as determined by seniority.

ARTICLE 21 – OUTSIDE EMPLOYMENT

- 21.1 All full-time and part-time employees shall be expected to place the responsibilities and obligation of their position with the City first and shall be permitted to engage in outside, non-City work only subject to the following conditions:
- A. There shall be no interference or conflict of interest with the work of the City and any outside work may be ordered stopped by the Fire Chief or City Administrator, if in their opinion, such work is affecting the efficiency, quality and effectiveness of the employee's work with the City.
 - B. No member of the Department shall engage in any other employment or business for compensation without prior written notification to the Fire Chief, and subject

to approval and such conditions and limitations as the Chief may prescribe to avoid conflicts of interest or unfitness for duty.

ARTICLE 22 – RESIGNATION

- 22.1 **Notification:** Unless waived by the City, employees planning to voluntarily terminate their employment with the City are to notify the Chief as far in advance as possible, but not less than two (2) weeks prior to their last day on the job. PTO may not be taken as part of a required two week termination notice, unless otherwise approved in writing by the Chief.
- 22.2 Terminating employees must turn in all keys and other City properties in their possession to the Chief or other designated personnel as directed. Failure to return City issued materials and equipment will result in the forfeiture of accumulated PTO.

ARTICLE 23 – PARAMEDIC TRAINING/LICENSE

Notwithstanding any other provisions of the collective bargaining agreement, including, but not limited to section 9.4 the following provisions shall govern paramedic training/licensing of full-time firefighters.

- 23.1 When the Fire Chief determines that a need exists for trained paramedics, he or his designee will post a notice thirty (30) days prior to the deadline inviting any interested full time firefighters to submit a request utilizing the Department form. Any application received after the deadline posted in the notice will not be considered. The Fire Chief will determine how many full time firefighters will be sent to paramedic school at any given time.
- 23.2 If more applications are received than the number of employees the Chief has determined to send to paramedic school, the most senior employee(s) who has(ve) applied will be selected to attend, unless circumstances exist that disqualify the senior employee from consideration. The decision to disqualify an employee would be subject to the grievance procedure.
- 23.3 The hours of work for any employee attending paramedic school will be modified from those set forth in Article 8 of the contract by the Chief or his designee to accommodate attendance by the employee at paramedic school. The employee shall continue to receive his/her normal pay while attending paramedic school.
- 23.4 All employees hired after July 1, 2009 may be required to become a licensed paramedic at the discretion of the Fire Chief after any current employees have had a chance to apply.
- 23.5 Employees may request in advance approval from the Chief to participate in a Paramedic licensing program. The Department will pay for such schooling when funding and staffing allow. Employees who fail to complete the paramedic program will be required to pay back to the City the actual cost associated with the employee's attendance in the paramedic program in full, to be repaid by the employee via payroll deduction of \$100.00

per pay period until repaid. Employees who terminate their employment prior to repaying in full the cost associated with attendance at the paramedic program will be required to pay the entire balance from their final paycheck.

- 23.6 Employees possessing a paramedic license shall attend all State - required continuing education and shall otherwise maintain their paramedic license. The City will pay any costs associated with doing so. However, the Fire Chief may terminate the assignment of an employee as a Paramedic for valid reasons at any time, and the Paramedic pay for such employee shall cease immediately upon such termination. Should an employee decide he no longer wants to work as a paramedic, he will submit a written request to the Chief. The employee will continue to work as a paramedic until a replacement is assigned. Paramedic pay for an employee voluntarily quitting paramedic duty will cease at such time as his paramedic duties end.

ARTICLE 24 – ENTIRE MEMORANDUM OF AGREEMENT

- 24.1 This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 24.2 The City and Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter specifically referred to or covered in this Agreement or which have been discussed between the parties during the negotiation process leading to this Agreement except as provided in Article 25 herein.

ARTICLE 25 – SAVINGS CLAUSE

If any article or section of this Agreement, or any addendum thereto, is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby.

ARTICLE 26 – DURATION/BARGAINING PROCEDURE

This agreement shall become effective as of January 1, 2025 and shall remain in full force and effect to and including December 31, 2025. In the event a new agreement is desired to take affect after the termination of this agreement, the party desiring to bargain a successor agreement shall give written notice of its desire to commence negotiations on or before July 1st of the year in which the agreement expires. Thereafter, the parties shall mutually agree to a date to exchange proposals and commence bargaining. In the event a successor agreement is not reached by the expiration date, all benefits and conditions of this agreement shall carry over until a successor agreement is negotiated, provided that it does not exceed three (3) calendar years in duration. In the event a party desiring to bargain a successor agreement fails to notify the other party by July 1st of the year in which the agreement expires, this agreement shall automatically renew for a successive twelve (12) month period.

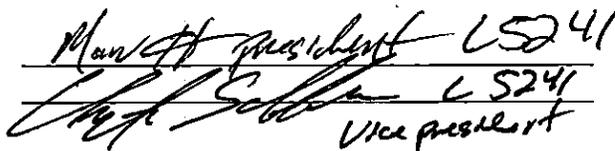
The undersigned parties by their representatives have signed this Agreement on this 24th day of July, 2024.

City of Pewaukee



Scott Klein, City Administrator

Pewaukee Fire Association



Mark H. [unclear] 6/24/24
[unclear] 6/24/24
Vice president

APPENDIX A – CLOTHING REQUIREMENTS

A. The City will provide an initial issue of uniforms to each new hire Fulltime Firefighter as provided below:

1. 3 Class B Duty Shirts
2. 3 Class B Duty Pants
3. EMS Jacket
4. Jacket Badge
5. Wallet Badge

It will be the sole responsibility of the employee to maintain such quantities of the above listed clothing in good repair, using their Clothing Allowance as provided in Article 17 of the contract.

B. The City shall provide each new hire Full Time Firefighter the firefighting equipment listed below. The equipment shall remain the property of the City and must be returned in the event the member's employment with the City ends. This equipment is as follows:

1. 1 Firefighters Helmet
2. 1 Pair of Firefighter Rubber or Leather Bunker Boots
3. 1 Pair of Firefighter Protective Trousers (Turnout)
4. 1 Fighters Protective Jacket (Turnout)
5. 1 Pair Structural Firefighter Gloves
6. 1 Fire Resistant Firefighting Hood
7. 1 Spanner Belt
8. SCBA Mask
9. 1 Pair of Extrication Gloves

The City shall replace the equipment listed in subsection B when it becomes unsafe as determined by the Fire Chief. Employees shall be required to turn in old gear to the City at the time that it is replaced. The employee shall replace any equipment listed in subsection B that is rendered unsafe due to the employee's own willful negligence or intentional conduct.

It shall be the responsibility of the employee to maintain the equipment listed in subsection B in accordance with the specifications of the manufacturer and National Listed standards. This includes an obligation by the employee to daily inspect and clean the equipment and to report any deficiency to the Fire Chief.

Equipment listed in subsection B that was previously issued to a new hire Fulltime Firefighter while they were employed in a paid on-call capacity with the Pewaukee Fire Department shall not be replaced at the time the employee commences full time employment if the equipment is in an acceptable condition as determined by the Fire Chief.

APPENDIX B – COMMAND STAFF DEFINED

Command Staff will be identified as:

- Chief
- Assistant Chief
- Deputy Chief
- Division Chief
- Battalion Chief