

**2024-2025**

**AGREEMENT**

**BETWEEN**

**CITY OF WATERTOWN**

**AND**

**LOCAL 877 OF THE INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO-CLC**

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# **AGREEMENT**

## **PREAMBLE**

This Agreement is made and entered into at Watertown, Wisconsin, by and between the City of Watertown, Municipal Employer, hereinafter referred to as “Employer”, and Local 877 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as “Union”.

## **ARTICLE I – PURPOSE AND CONDITIONS OF AGREEMENT**

**1.01** – It is the purpose of this Agreement and the desire of both parties thereto to protect and promote the interests of the general public to whom the parties provide service, to maintain harmonious labor relations, to obtain a complete agreement covering wages, hours of work and conditions of employment, to provide for the well-being of the employees and to allow the Employer to operate and manage its affairs.

**1.02** – This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

**1.03** – The term “employee” or “employees” shall refer to a full-time employee or full-time employees whenever used, unless specifically provided otherwise.

**1.04** – The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with this Agreement.

## **ARTICLE II – RECOGNITION**

**2.01** – Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the Employer recognizes the Union as the exclusive bargaining agent for all full-time employees of the Fire Department, except supervisory, confidential, managerial, or executive employees and clerical employees.

## **ARTICLE III – MANAGEMENT RIGHTS**

**3.01** – The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the Employer has not specifically abridged, delegated, or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the Employer. Such powers and authority, in general, include, but are not limited to the following:

- a) To determine its general business practices and policies, including the purchase and utilization of equipment.

- b) To manage and direct the employees of the Employer, to make assignments of jobs, to determine the size and composition of the work force, to train or retrain employees, to establish standards of job performance, to determine and schedule the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees.
- c) To determine the methods, means and personnel by which and the location where the operations of the Employer are to be conducted.
- d) To take whatever action may be necessary in situations of emergency.
- e) To utilize part-time employees when deemed necessary.
- f) To hire, promote and transfer and lay off employees and to make assignments and promotions to supervisory positions.
- g) To suspend, demote, discipline or discharge employees pursuant to § 62.13, Wis. Stats.
- h) To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices; and to consolidate existing positions, departments or operations.
- i) To make and alter rules and regulations for the conduct of its business and of its employees. The reasonableness of any new or revised rule is subject to the grievance procedure.

**3.02** – Both parties agree that every incidental duty connected with the operation of the Fire Department is not always specifically described. Nevertheless, it is intended that all such duties shall be performed as directed by the Chief or their representative. But it is recognized that the primary mission is the protection of life and property.

#### **ARTICLE IV – UNION ACTIVITY**

**4.01** – No Union meeting shall be attended by employees while on duty and no Union business shall be conducted by employees while on duty except as follows:

- a) The Union shall be allowed to hold a membership meeting once a month at the Watertown Fire Station, provided that the time and place in the station for such meetings shall be subject to the approval of the Chief. Special meetings may be held with the prior written permission of the Chief. Any employee on duty who attends such meetings shall be subject to call during the meetings.
- b) Processing grievances as provided in Article XVIII.

- c) One member of the Union's Bargaining Committee who is on duty at a time when a contract negotiation session is scheduled shall be allowed time off without loss of pay to attend such session. Such employee, however, shall be subject to call during such session.
- d) Routine Union business may be engaged in by a Union officer, such as posting notices on the kitchen bulletin board, provided that prior notification is given to the Chief or their representative by such officer, the amount of time involved is reasonable and such business does not disrupt the normal operations of the Fire Department.

**4.02** - Off duty or non-employee representatives of the Union having business with the officers or individual employees on duty may confer with such officers or employees during the course of the workday for a reasonable amount of time, provided they have obtained prior approval from the Chief or their representative.

**4.03** – The Union shall furnish the Employer with a list of the names of its officers or other designated representatives and shall keep such list current.

**4.04** – Union time trades shall be utilized to allow a Union member off duty to conduct official Union business. The Union will pay the member working the trade instead of receiving time off.

- a) Union time trades must be initiated by the president or vice president. A memo outlining the details, and request of Union time trade shall be submitted with normal time off request forms.
- b) A Union time trade cannot be approved if under any circumstance such trade would cause overtime or any additional payment of any kind to employees by the City.
- c) Union time trades must be approved by the Fire Chief or their designee. Union time trades shall be approved/denied no more than five (5) working days after the request is submitted.
- d) Once a Union time trade is approved by the Chief or their designee it cannot be cancelled for any reason.

## **ARTICLE V – FIRE INSPECTOR**

**5.01** – **FIRE INSPECTOR**. The City may designate up to six (6) firefighters to conduct fire inspections. The designation will be made by seniority, with the offer first made to the most senior members of the bargaining unit. Where Fire Inspector staffing considerations require, the City may pass over a senior firefighter. Each individual appointed to serve as a Fire Inspector shall have their annual salary increased by six hundred dollars (\$600.00) each year. Employees who cease serving as Fire Inspectors shall be subject to a prorated rate reduction. Inspections shall

be conducted during the firefighter's normal duty day, except where, in the Chief's judgment, need requires assignment of fire inspection activity on Saturday afternoons between 1:00 p.m. and 4:30 p.m.

## **ARTICLE VI – HOURS OF WORK**

**6.01** – The work period for all employees shall be twenty-seven (27) days.

**6.02** – Firefighting employees will work a normal work cycle of one 24-hour tour of duty followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by one 24-hour off period, followed by one 24-hour tour of duty, followed by four 24-hour off periods. The normal starting time for a tour of duty will be 7:00 a.m.

**6.03** – Trading tours of duty will be permitted with the prior consent and approval of the Fire Chief or the officer in charge. Requests for such trades shall be in writing and shall specify the employees involved in the trade, the reason for the trade, the date the trade will be made and the date the trade will be repaid. All trades must be repaid within twelve (12) calendar months. The Chief will act on all trades no later than thirty (30) days prior to the first trade date. All trades will be made in compliance with the Fair Labor Standards Act and rules and regulations enacted there under, if applicable, but in no event will any such trade be permitted if such would subject the Employer to overtime or any additional payments. This section shall be administered in a reasonable and non-discriminatory manner.

**6.04** – Employees will receive a paid leave of absence for time spent in jury duty service plus reasonable travel time to and from the courthouse, provided such jury duty occurs during regularly scheduled work hours. Any jury duty pay, exclusive of mileage, received shall be turned over to the City. Employees will return to work immediately upon being released for the day by the court.

**6.05** – The normal duty day for firefighters shall be 8:00 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m., Monday through Friday, and 8:00 a.m. to 11:30 a.m. Saturdays, excluding holidays. The duty day hours are not applicable to any emergency duties or work necessitated by unusual circumstances, including, but not limited to, the giving of tours.

**6.06** - Employees assigned to a 24-hour shift schedule may be transferred to a 40-hour work week temporary assignment, which may be due to restricted duty, light duty assignments, temporary voluntary assignment, or new hire orientation, at the discretion of the Fire Chief and based upon the availability of work. The Chief can terminate the 40-hour work week at any time and return the employee to full duty.

Normal work hours will be Monday through Friday 8:00 a.m. to 4:30 p.m., with lunch from 11:30 a.m. to 1:00 p.m. The employee shall have off all holidays as do other 40-hour work week staff and paid for said holidays. The schedule may be adjusted with prior approval from the Fire Chief.

Employees on a 40-hour work week shall not count toward daily staffing.

Employees on a 40-hour work week shall be allowed to take vacation hours regardless of the number of personnel already on vacation.

An employee on a 40-hour work week until their return to full duty, will be allowed one calendar day (24 hours) prior to the return to shift off with no reduction in pay.

When an employee is assigned to a 40-hour work week they shall be paid the same annual salary they were receiving on regular duty.

**6.07** – Fire Department Management may assign training to be performed outside of normal duty day hours defined in Section 6.05, provided firefighters are provided time off at a future date at the rate of one (1) hour off for one (1) hour of training performed outside the normal duty day hours. Fire Department Management will make every effort to make this assignment occur within sixty (60) days from the after-hours training event. Under no circumstances will a pre-scheduled event be cancelled to allow for time off. Assigned time off will be done according to the shift that was working the day the after-hours training occurred, not the actual personnel. Therefore, the use of vacation time, sick time or time trades will in no way affect the assigned date and time off. Fire Department responses for service will in no way affect the assigned date and time off.

## **ARTICLE VII – OVERTIME**

**7.01** – All hours an employee is required by the Chief or their representative to work for any reason, including mandatory training, in excess of their normal work cycle or normal work week will be considered as overtime hours. Employees will be paid for overtime hours at the rate of time and one-half (1-1/2).

**7.02** – Such overtime pay shall be computed on a quarter hour basis and any portion thereof. Employees called back to work outside their assigned duty hours shall receive a minimum of two (2) hours pay at time and one-half (1-1/2), provided, however, that such minimum shall not apply to hours worked consecutively prior to or subsequent to their assigned duty hours or to hours involved in training.

**7.03** – Overtime to fill shifts (hire-back) will be offered to all Union members first based on seniority and qualifications. In the event Union members do not fill the shifts then non-Union members will be offered overtime.

## **ARTICLE VIII – VACATION AND HOLIDAYS**

### **8.01 – VACATIONS.**

- a) Firefighting employees shall be entitled to annual vacations based on length of continuous service as provided in this Article.

- b) On January 1 of every year, each firefighting employee with at least twelve (12) months of service shall be deemed to have earned vacation awarded on that day based on the length of continuous service as specified in Section 8.03 infra. Any firefighting employee who during the course of the year reaches a new threshold for vacation award based on continuous service shall receive one (1) additional day of vacation awarded and earned on their anniversary date for that year. Firefighting employees may schedule their additional day of earned vacation at the same time as all other vacation days are scheduled provided the additional day is scheduled after their anniversary date for that year.
- c) Firefighting employees may not use unearned vacation time.
- d) Vacation schedules, including the number of employees who are able to be on vacation at the same time, shall be approved by the Chief or their representatives. Vacations shall be drawn according to seniority and employees outside the bargaining unit may, at the discretion of the Chief, be included in such draw.
- e) Vacations must be taken within the calendar year, or they shall be considered lost. For purposes of this Section, a vacation period which starts within the calendar year but extends beyond such year shall be considered as taken within the calendar year.
- f) Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.
- g) In the event a firefighting employee separates from their employment with the City for any reason, said employee shall not be required to repay or reimburse any used vacation time. Furthermore, the City shall pay any earned and unused vacation time out to the firefighting employee at their current rate of pay on the final pay check.
- h) New Hires – Beginning January 1, 2022
  - 1) New Hires shall receive no vacation hours from their start date until the end of the calendar year in which they were hired.
  - 2) On January 1 of the year following the year in which the New Hire began working full-time at the Watertown Fire Department, the New Hire will earn .5 days of vacation per two-week period from their date of hire to December 31, of the year they were hired.
  - 3) While vacation time provided in subparagraph 2 will be deemed earned on January 1, of the year following the year in which the New Hire began full-time employment, a New Hire shall not be eligible to use or be paid out vacation days upon separation until completion of their probationary period.
  - 4) On January 1 of the year following the end of a New Hire's probation period, the individual shall begin earning vacation consistent with Article 8.01(b) supra.



## **8.02 – HOLIDAYS.**

- a) Employees shall be entitled to the following holidays:

New Year's Day	Patriot's Day (9-11)
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day
Veterans Day	New Year's Eve

- b) Each firefighting employee shall be entitled to one hundred forty-four (144) work hours off per year in lieu of time off on the above holidays. Scheduling of holiday time shall be approved by the Chief or their representative.

**8.03** – During the term of this Agreement, firefighting employees will be granted the following amount of time off for vacation and holiday off time combined:

- a) Employees with twelve (12) months of continuous service;
- (i) 13 – 24-hour workdays
- b) Employees with five (5) years of continuous service;
- (i) 14 – 24-hour workdays
- c) Employees with seven (7) years of continuous service;
- (i) 15 – 24-hour workdays
- d) Employees with eleven (11) years of continuous service;
- (i) 16 – 24-hour workdays
- e) Employees with fourteen (14) years of continuous service;
- (i) 17 – 24-hour workdays
- f) Employees with seventeen (17) years of continuous service;
- (i) 18 – 24-hour workdays
- g) Employees with nineteen (19) years of continuous service;
- (i) 19 – 24-hour workdays

- h) Employees with twenty-one (21) years of continuous service;
- (i) 20 – 24-hour workdays

## **ARTICLE IX – SICK LEAVE**

**9.01** – Firefighting employees who have been continuously employed by the Employer for a period of at least six (6) months shall be entitled to sick leave with pay on the basis of twenty-four (24) hours for each calendar month of full-time service. Although such new employees are unable to use sick leave during their first six (6) months, they will accrue sick leave on the above basis during such period. Unused sick leave may accumulate to a total of not more than 1,440 hours.

**9.02** – An employee on sick leave shall be required, on request, to file with the Chief or their representative, a written report upon their return to duty, on a form furnished by the Employer, stating their length of absence from duty and the nature and effect of their illness or injury.

**9.03** – To be eligible for paid sick leave, an employee must:

- a) Whenever possible, report their illness or injury to the officer in charge one (1) hour before their tour of duty, provided, however, that in cases of known extended illness or injury, the employee will periodically notify the Chief of their progress.
- b) File with the Chief or their representative on return to duty, a physician's statement to the effect that they were unable to perform the duties of their position, specifying the cause, where such absence is for three (3) or more consecutive tours of duty. For good cause, the Chief may request such physician's certificate for absence of lesser duration.

### **9.04**

- a) Sick leave shall include absences from duty on a scheduled workday because of an employee's illness or injury or exposure to contagious disease or, upon proper notice to the Chief or their representative, because of serious injury, illness, or emergency in the employee's immediate family, i.e., parent, child or spouse. Sick leave may be taken on an hourly basis but will be charged in fifteen (15) minute increments.
- b) In the event an employee calls in sick in the morning and tells the officer in charge they are attempting to see a doctor, the employee may come back to work at any time, if the doctor approves their returning to work. In the event an employee calls in sick in the morning and does not tell the officer in charge that they are attempting to see a doctor or does not consult a doctor, and such employee feels better later

and desires to return to duty during that shift, such employee will not be permitted to return to duty until at least the first eight (8) hours of that shift have elapsed.

#### **9.05**

- a) In the event of a death in the family, employees shall receive paid funeral leave in the following amounts for absences from regularly scheduled work up to and including the day of the funeral:
- b) No more than seventy-two (72) hours in the event of the death of a parent, stepparent, child, stepchild, or spouse.
- c) No more than forty-eight (48) hours in the event of the death of a mother-in-law, father-in-law, brother or sister or stepsibling.
- d) No more than twenty-four (24) hours in the event of the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law or grandparent, grandchild, or step-grandchild of the employee or the employee's spouse, provided that the funeral occurs on a day when the employee is scheduled to work.

**9.06** – In the event an employee does not have sufficient paid sick leave to cover the illness or injury of the employee or in the event an employee requires additional funeral leave in excess of that provided for in Section 9.05, an employee may, at the discretion of the Fire Chief, be allowed up to three (3), twenty-four (24) hour workdays as leave of absence without pay in any calendar year for such purposes. Leaves of absence without pay for such purposes in excess of three (3), twenty-four (24) or eight (8) hour workdays, as the case may be, in any calendar year, may be allowed, provided, however, that prior approval must be given by the Common Council. Paid sick leave shall not accrue during any such unpaid leave of absence in excess of thirty (30) consecutive calendar days.

#### **9.07 – EMERGENCY LEAVE.**

Emergency Leave is defined as when an employee is allowed to leave their duty assignment and be paid out of their sick leave balance.

Emergency Leave will be charged in fifteen (15) minute increments from the employee's sick leave balance.

To obtain Emergency Leave, the employee must obtain permission from the shift commander or in their absence the Fire Chief. The employee must clearly and completely explain the circumstances regarding the situation including the approximate length of time needed during their request for Emergency Leave.

No Emergency Leave will be granted if it will cause overtime for the City. Emergency Leave is not applicable to absences for serious injury or illness in the employee's immediate family

consisting of a parent, child, or spouse. Those absences are provided for under Section 9.04(a) of the Agreement.

Permission may be granted on a case-by-case basis. Denial of permission shall not be subject to the grievance procedure.

## **ARTICLE X – WORKER’S COMPENSATION**

**10.01** – If an employee is injured while performing work for the City and is receiving Worker’s Compensation payments for temporary-partial or temporary-total disability, they shall receive the difference between their regular salary and their Worker’s Compensation payments during their period of disability, or a period of ninety (90) calendar days from the date of the initial injury, whichever is less. If the employee is unable to return to work after the expiration of ninety (90) calendar days, their department head may request the Common Council to extend those payments for just cause. Payments under this Section shall not be deducted from accumulated sick leave. The provisions of this Article shall not apply to new employees during their initial probationary period.

**10.02** – Any employee receiving or who has received the difference between their Worker Compensation benefits and their regular salary pursuant to Section 10.01 who recovers damages against a third party arising out of the compensable injury, shall reimburse the City to the extent said damages equal or exceed the payments under Section 10.01. In no event shall the City’s recovery under this Section exceed the payments made under Section 10.01.

## **ARTICLE XI – SALARIES**

**11.01** – Salaries shall be paid as listed on Appendix “A” on a bi-weekly basis. Appendix “A”, in its entirety, is attached hereto and made a part hereof. It is the intent of the parties that a Paramedic shall be paid at a 4.5% premium as compared to the equivalent step for an EMT-B. The parties also recognize and intend for an EMT-A to be paid at a 1.85% premium as compared to the equivalent step as an EMT-B. It is the intent of the parties to provide a 3.75% premium to the current step or top firefighter base for a Fire Mechanic.

## **ARTICLE XII – LONGEVITY**

**12.01** – Employees shall receive, in addition to their salaries, the following annual amounts which shall be payable bi-weekly on a prorated basis or annually on a separate check:

After eight (8) years of continuous service with the Employer	\$175.50
After twelve (12) years of continuous service with the Employer	\$351.00
After sixteen (16) years of continuous service with the Employer	\$526.50

Employees shall designate prior to the start of the calendar year whether the longevity payment will be paid pro rata or in a lump sum and such designation may not be changed.

**12.02** – Continuous service shall not include any period of layoff or unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

### **ARTICLE XIII – PENSION**

**13.01** – Employees shall be covered under the State of Wisconsin Retirement Fund in accordance with Subsection 1 of Chapter 40 of the Wisconsin Statutes. Effective January 1, 2015 employees shall pay the full cost of the employee's WRS contribution, which for public safety employees is statutorily defined as one-half of the WRS actuarially required contribution rate for general municipal employees, as adjusted each year by the Department of Employee Trust Funds.

### **ARTICLE XIV – INSURANCE**

**14.01** – The City will pay ninety percent (90%) of the cost of the lowest cost State Health Insurance Plan offered in Jefferson County toward any offered plan and the employee will pay the balance of the premium for the plan selected.

**14.02** – Retirees may continue coverage under a group plan in force at that time, at retirees' own expense, providing insurance carrier accepts them, the retiree to pay two (2) months' premium in advance.

**14.03** – For any employee who retires at age 50, or at any time thereafter during the calendar year in which they becomes 50 years of age, the City will establish a health insurance premium account for such employee in an amount equal to \$60.00 per day for each day of accumulated unused sick leave (for firefighting employees \$60.00 for each 12 hours of accumulated sick leave) remaining in such employee's sick leave account as of their date of retirement up to a maximum of seven thousand two hundred dollars (\$7,200.00). Such premium account shall be used only for the purpose of making future payments of premiums toward the City's group health insurance program on behalf of such retired employee, provided such retired employee is a participant in the City's group health insurance program for active employees as provided in Section 14.01 above. Payments of such premiums from said premium account will be on the basis of one-half the premium cost per month and coordinated with the retired employee's own payment for the other half of the premium cost paid two (2) months in advance as provided in Section 14.01 above, until such premium account is deleted, or the retired employee is no longer a participant in the City's group health insurance program for active employees. Any employee who does not retire between age 50 and 58 or at any time thereafter during the calendar year in which they became 58 years of age, shall not be eligible for this health insurance premium account, unless the employee's continued employment is at the request of the City. An employee eligible under this paragraph may to the extent permitted by law, as an alternative to the above-described payment, take a one-time cash payout equal to the amount the City would otherwise designate for the health insurance premium account.

**14.04** – The City shall provide term life insurance coverage for each employee in an amount equal to the employee’s base annual salary.

**14.05** – **DENTAL INSURANCE.** The City agrees to pay ninety percent (90%) of the quoted rate or \$29.31 whichever is less, towards the cost of single or family dental coverage under the plan currently available to City employees.

**14.06** – The City will implement a Section 125 plan which provides for reimbursement for dependent care and health care expenses as permitted by the Internal Revenue Code. The City will pay the administrative costs for this plan. Employees may elect to reduce their wages by making contributions to the Section 125 plan to the extent permitted by law. At the end of the plan year, any unused funds remaining in the Section 125 plan shall first be used to reimburse the City for the costs associated with administering the Section 125 plan. If any funds remain in the plan after administrative costs are reimbursed, the City will contribute an amount representing that balance to a recognized charity selected by the Union.

## **ARTICLE XV – UNIFORM ALLOWANCE**

**15.01** – During the term of the Agreement, the City will provide employees with an eight-hundred-dollar (\$800.00) clothing allowance annually to cover all uniform costs other than turn-out gear, helmets, and boots. The allowance will be paid in a separate check on or before February 15th of each year. Newly hired employees will receive a prorated amount. Additionally, the City will provide each New Hire with a badge, patches, name tags, EMS jackets, turn-out gear, helmet, and boots.

### **New Hire Prorated Amounts**

January-February	\$800
March-May	\$600
June-August	\$400
September-December	\$300

## **ARTICLE XVI – RESIDENCY REQUIREMENT**

**16.01** – No residency requirements.

## **ARTICLE XVII – SENIORITY**

**17.01** – Seniority is defined as the status attained by length of continuous full-time service of an employee in the Fire Department beginning with the latest date of hire.

**17.02** – New employees shall not attain any seniority until they have completed their probationary period. Following a successful completion of their probationary period, the new employee’s seniority shall be retroactive to their date of hire.

**17.03** – A new employee shall be on probation for the first one (1) year of their employment. Such status may be lengthened by the Chief or their representative up to an additional six (6) months. New employees may be terminated at any time during their probationary period at the sole discretion of the Chief without recourse to the grievance procedure. Employees promoted to a new position shall serve a one (1) year probationary period in such new position.

**17.04** – Seniority shall not accrue for any period of layoff or during any period of unpaid leave of absence, except military leave if required by law, where such layoff or leave exceeds thirty (30) consecutive calendar days.

**17.05** – Employees shall lose their seniority and the employment relationship shall be terminated for any of the following reasons:

- a) Discharge.
- b) Resignation.
- c) Retirement.
- d) Unexcused failure to return to work after the expiration of a leave of absence or period for which Worker's Compensation was paid or failing to report to the Employer of their intent to return to work within ten (10) consecutive calendar days after notice of recall from layoff.
- i) On layoff for a continuous period of time equivalent to twenty-four (24) calendar months.

**17.06 – LATERAL TRANSFERS.**

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and simply to attract better candidates that may be interested in joining our organization for mutual benefits.

Lateral transfers will be required to have the same qualifications and follow the same application process as all new hires,

For purposes of this Section, lateral transfers shall be defined as a Firefighter/EMT/Paramedic who have served on another Fire Department with a minimum of at least two (2) years of full-time service.

Lateral transfers shall be evaluated for prior experience to determine pay rate. The Union shall make a recommendation for determination within two (2) business days. Human Resources in consultation with the Fire Chief shall have the final determination for placement on the Local 877 CBA wage scale.

Despite potentially higher pay, lateral transfer members will be placed on the seniority schedule as their date of hire with the City of Watertown, for picking time off and promotion.

Lateral transfers will also utilize their date of hire with the City of Watertown for all retirement and post-retirement benefits.

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

**18.01** – The grievance procedure provided for in this Article shall apply only to grievances involving the interpretation or application of a specific provision of this Agreement. Time limits set forth herein shall be exclusive of Saturdays, Sundays, and holidays. Grievances required to be in writing shall state the specific provision or provisions of this Agreement involved. Suspensions, demotions, and discharges shall be processed under Section 62.13, Wisconsin Statutes.

**18.02** – Both the Union and the Employer recognize that grievances and complaints shall be settled promptly and at the earliest possible stage, and, therefore, agree that the grievance processes must be initiated within fifteen (15) days of the incident. Any grievances not reported or filed within such fifteen (15) day period shall be invalid. The procedure for the adjustment of the grievance is as follows:

**Step 1** – Grievances shall be presented to the Chief in writing. The Chief may confer with the aggrieved employee and the Union before making their determination. Such decision shall be reduced to writing and submitted to the aggrieved employee and the Union within five (5) days of their receipt of the grievance.

**Step 2** – The grievance shall be considered settled in Step 1 above unless, within ten (10) days from the date of receipt of the Chief's answer or last date due, the aggrieved employee and the Union shall request in writing to the Mayor that the dispute be submitted to the Finance Committee of the Common Council. The Finance Committee shall confer with the aggrieved employee and the Union before making its decision and shall submit its written decision to the aggrieved employee and the Union within twenty (20) days from receipt of the grievance by the Mayor.

**Step 3** – The grievance shall be considered settled in Step 2 above unless, within ten (10) days from the date of receipt of the Finance Committee's decision or last date due, the aggrieved employee and the Union shall notify the Mayor in writing that the matter is to be submitted to arbitration and shall request the Wisconsin Employment Relations Commission to submit a list of five (5) names of arbitrators.

**18.03** – In selecting the arbitrator, each party shall alternately strike two (2) names from the list submitted by the Wisconsin Employment Relations Commission. The name remaining shall be the arbitrator.



**18.04** – Each party shall share equally in the cost of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorneys' fees.

**18.05** – Upon completion of review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding upon both parties. In making their decision, the arbitrator shall neither add to, detract from nor modify the language of this Agreement. The arbitrator shall have no authority to grant wage increases or wage decreases. The arbitrator shall expressly confine themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue not so submitted to them or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

**18.06** – Time limits provided for in this Article may be extended by mutual consent of the parties.

**18.07** – The Employer shall allow one (1) Union officer or representative and the grievant, who may be on duty, time to process grievances, including attendance at any meeting or hearing, during the course of the duty day, provided that such officer or representative and the grievant give prior notification of such activity to the Chief or their representative, the amount of time involved is reasonable and such activity does not disrupt the normal operations of the Fire Department.

## **ARTICLE XIX – NO STRIKE**

**19.01** – The Union agrees not to strike or engage in other concerted activity such as slowdowns, engaging in mass sick calls, or in any other manner impeding the full working efficiency of the Fire Department.

**19.02** – The Union shall neither cause nor counsel any or all of its members to engage in the acts prohibited in Section 19.01.

**19.03** – In the event of any strike, slowdown, mass sick call, interruption of work or interference of operations of the Fire Department prohibited in this Article, the Employer shall notify the Union thereof and the Union shall immediately give notice to the employees involved that they are in violation of this Agreement and shall end such activity immediately.

## **ARTICLE XX – DUES DEDUCTION**

**20.01** – Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union shall not exert pressure on or discriminate against an employee as regards such matters. No employee will be denied membership because of race, color, creed or sex and this Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article

whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

**20.02** – The Union will represent all of the employees in the bargaining unit, members and non-members.

**20.03** – The Employer agrees that it will deduct monthly from the earnings of all employees who are in the bargaining unit the dues certified by the Union, provided, however, that the employees have provided the City a written dues deduction authorization forms authorizing the City to deduct the dues from the employees' paychecks. With respect to new employees, such deduction shall commence with the month immediately following the month such employee completes their probationary period unless such employee becomes a member of the Union prior thereto and in that case such deductions will commence with the month immediately following receipt of notice by the Employer of their Union membership and the written dues deduction authorization form.

**20.04** – The Employer shall pay any amounts deducted pursuant to Section 20.03 above to the Treasurer of the Union on or before the end of the month in which the deductions are made.

**20.05** – The Employer shall not be required to submit any amounts to the Union under this Article for employees otherwise covered who are on layoff, leave of absence or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.

**20.06** – The Employer shall not be liable to the Union, employee, or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual dues made from employee wages earned. The Union shall defend, indemnify, and save the Employer harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by the Employer under this Article.

**20.07** – In the event the Union violates any of the provisions of Article XIX, the provisions of this Article shall be immediately terminated and no similar provisions or any form of dues deduction provisions shall be effective for the balance of this Agreement.

## **ARTICLE XXI – OUT OF CLASS PAY**

### **21.01 - ACTING OFFICER PAY.**

When an employee is assigned by the City as an Acting Lieutenant they shall receive three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Lieutenant. The rate increases are limited to on-duty shift personnel.

When a Lieutenant is assigned by the City as an Acting Battalion Chief, they shall receive three percent (3%) above their current pay rate for all hours worked in the capacity as Acting Battalion Chief. The rate increases are limited to on-duty shift personnel.

#### **21.02 - SELECTION OF ACTING LIEUTENANT.**

The City shall select employees to serve as Acting Lieutenant from the list of employees who have passed the most recently administered Lieutenant eligibility examination.

#### **21.03 - PRECEPTOR PAY.**

The field training of paramedic students will be conducted by preceptors who wish to volunteer for this duty. If no members of the Watertown Fire Fighters Local 877 wish to volunteer for this duty someone will be chosen and paid accordingly.

Preceptor pay for instructing paramedic students on the ambulance shall be paid at a rate of two dollars (\$2.00) per hour.

This rate shall be divided evenly between the members assigned to the ambulance for the time period of the paramedic student ride time.

In the event of a capstone student, a qualified approved capstone instructor shall be assigned as the preceptor for the shift and will receive the full preceptor pay.

### **ARTICLE XXII – TUITION REIMBURSEMENT**

**22.01** – The City will reimburse up to twenty-five percent (25%) of the cost of tuition (but in any event no more than five hundred dollars (\$500.00) per year for any fire related or other educational courses as approved by the Fire Chief. The decision to approve or disapprove a course for tuition eligibility shall not be subject to the grievance procedure.

### **ARTICLE XXIII – SUBSTANCE ABUSE**

**23.01** – The parties agree that the Agreement may be reopened at any time after the first year by the City for purposes of negotiating the terms and conditions of a substance abuse policy. The Association agrees that random drug testing will be a component and that it will not object to the inclusion of random drug testing as a component of the final plan.

### **ARTICLE XXIV – AMENDMENTS AND SAVINGS CLAUSE**

**24.01** – This Agreement may not be amended, altered, or added to, except by the mutual consent of the parties in writing.

**24.02** – If any article of this Agreement or any addenda thereto should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and negotiations on the same subject matter shall be instituted to adjust such article.

## **ARTICLE XXV – DURATION**

**25.01** – This Agreement shall be effective on January 1, 2024 and shall remain in full force and effect to and including December 31, 2025 and shall be automatically renewed from year to year unless the party desiring to open negotiations submits in writing a request to negotiate said Agreement on or before July 1, 2025. Such notice shall specify to the other party the provisions of this Agreement that will be renegotiated.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**LOCAL 877, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS  
AFL-CIO-CLC**

**CITY OF WATERTOWN**

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**APPENDIX “A”**

**CITY OF WATERTOWN  
AND  
LOCAL 877 OF THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS AFL-CIO-CLC  
  
FIREFIGHTER WAGE RATES**

Firefighter/EMT-B Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 53,695.95	\$ 18.44	\$ 25.82
	Year 1	\$ 55,844.25	\$ 19.18	\$ 26.85
	Year 2	\$ 58,077.60	\$ 19.94	\$ 27.92
	Year 3	\$ 60,979.80	\$ 20.94	\$ 29.32
	Year 4	\$ 68,818.05	\$ 23.63	\$ 33.09
	Year 6	\$ 69,850.20	\$ 23.99	\$ 33.58
	Year 8	\$ 73,725.75	\$ 25.32	\$ 35.45
LT. Starting		\$ 74,839.63	\$ 25.70	\$ 35.98
	Year 1	\$ 75,962.09	\$ 26.09	\$ 36.52
	Year 3	\$ 80,176.75	\$ 27.53	\$ 38.55

Firefighter/EMT-B Effective June 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,880.75	\$ 19.53	\$ 27.35
	Year 1	\$ 59,136.46	\$ 20.31	\$ 28.43
	Year 2	\$ 61,481.48	\$ 21.11	\$ 29.56
	Year 3	\$ 64,528.79	\$ 22.16	\$ 31.02
	Year 4	\$ 72,758.95	\$ 24.99	\$ 34.98
	Year 6	\$ 73,842.71	\$ 25.36	\$ 35.50
	Year 8	\$ 77,912.04	\$ 26.76	\$ 37.46
LT. Starting		\$ 79,081.61	\$ 27.16	\$ 38.02
	Year 1	\$ 80,260.20	\$ 27.56	\$ 38.59
	Year 3	\$ 84,685.59	\$ 29.08	\$ 40.71

Firefighter/EMT-B Effective January 1, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.51	\$ 28.71
	Year 1	\$ 62,093.29	\$ 21.32	\$ 29.85
	Year 2	\$ 64,555.55	\$ 22.17	\$ 31.04
	Year 3	\$ 67,755.23	\$ 23.27	\$ 32.57
	Year 4	\$ 76,396.90	\$ 26.24	\$ 36.73
	Year 6	\$ 77,534.85	\$ 26.63	\$ 37.28
	Year 8	\$ 81,807.64	\$ 28.09	\$ 39.33
LT. Starting		\$ 83,035.69	\$ 28.52	\$ 39.92
	Year 1	\$ 84,273.21	\$ 28.94	\$ 40.52
	Year 3	\$ 88,919.87	\$ 30.54	\$ 42.75

Firefighter/EMT-B Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,724.78	\$ 20.51	\$ 28.71
	Year 1	\$ 62,093.29	\$ 21.32	\$ 29.85
	Year 2	\$ 64,555.55	\$ 22.17	\$ 31.04
	Year 3	\$ 67,755.23	\$ 23.27	\$ 32.57
	Year 4	\$ 76,396.90	\$ 26.24	\$ 36.73
	Year 6	\$ 77,534.85	\$ 26.63	\$ 37.28
	Year 7	\$ 81,807.64	\$ 28.09	\$ 39.33
LT. Starting		\$ 83,035.69	\$ 28.52	\$ 39.92
	Year 1	\$ 84,273.21	\$ 28.94	\$ 40.52
	Year 3	\$ 88,919.87	\$ 30.54	\$ 42.75

Firefighter/Paramedic Effective January 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 56,112.00	\$ 19.27	\$ 26.98
	Year 1	\$ 58,356.90	\$ 20.04	\$ 28.06
	Year 2	\$ 60,691.05	\$ 20.84	\$ 29.18
	Year 3	\$ 63,723.45	\$ 21.88	\$ 30.64
	Year 4	\$ 71,914.50	\$ 24.70	\$ 34.57
	Year 6	\$ 72,993.90	\$ 25.07	\$ 35.09
	Year 8	\$ 77,043.75	\$ 26.46	\$ 37.04
LT. Starting		\$ 78,207.59	\$ 26.86	\$ 37.60
	Year 1	\$ 79,380.55	\$ 27.26	\$ 38.16
	Year 3	\$ 83,784.91	\$ 28.77	\$ 40.28

Firefighter/Paramedic Effective June 1, 2024				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 59,417.60	\$ 20.40	\$ 28.57
	Year 1	\$ 61,774.75	\$ 21.21	\$ 29.70
	Year 2	\$ 64,225.60	\$ 22.06	\$ 30.88
	Year 3	\$ 67,409.62	\$ 23.15	\$ 32.41
	Year 4	\$ 76,010.23	\$ 26.10	\$ 36.54
	Year 6	\$ 77,143.60	\$ 26.49	\$ 37.09
	Year 8	\$ 81,395.94	\$ 27.95	\$ 39.13
LT. Starting		\$ 82,617.97	\$ 28.37	\$ 39.72
	Year 1	\$ 83,849.58	\$ 28.79	\$ 40.31
	Year 3	\$ 88,474.16	\$ 30.38	\$ 42.54

Firefighter/Paramedic Effective January 1, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.42	\$ 29.99
	Year 1	\$ 64,863.48	\$ 22.27	\$ 31.18
	Year 2	\$ 67,436.88	\$ 23.16	\$ 32.42
	Year 3	\$ 70,780.10	\$ 24.31	\$ 34.03
	Year 4	\$ 79,810.74	\$ 27.41	\$ 38.37
	Year 6	\$ 81,000.77	\$ 27.82	\$ 38.94
	Year 8	\$ 85,465.73	\$ 29.35	\$ 41.09
LT. Starting		\$ 86,748.87	\$ 29.79	\$ 41.71
	Year 1	\$ 88,042.06	\$ 30.23	\$ 42.33
	Year 3	\$ 92,897.86	\$ 31.90	\$ 44.66

Firefighter/Paramedic Effective December 31, 2025				
		Yearly Salary	56-Hour Rate	40-Hour Rate
FF Starting		\$ 62,388.48	\$ 21.42	\$ 29.99
	Year 1	\$ 64,863.48	\$ 22.27	\$ 31.18
	Year 2	\$ 67,436.88	\$ 23.16	\$ 32.42
	Year 3	\$ 70,780.10	\$ 24.31	\$ 34.03
	Year 4	\$ 79,810.74	\$ 27.41	\$ 38.37
	Year 6	\$ 81,000.77	\$ 27.82	\$ 38.94
	Year 7	\$ 85,465.73	\$ 29.35	\$ 41.09
LT. Starting		\$ 86,748.87	\$ 29.79	\$ 41.71
	Year 1	\$ 88,042.06	\$ 30.23	\$ 42.33
	Year 3	\$ 92,897.86	\$ 31.90	\$ 44.66