ADDENDUM TO IAFF AFL-CIO LOCAL 580 UNION AGREEMENT

This Addendum to the Union Agreement (this "Addendum") is entered into by and between City of Whitewater, Wisconsin hereinafter referred to as the "Employer" or "City", and Local 580 of the International Association of Fire Fighters, AFL-CIO, CLC, hereinafter, on behalf of the bargaining unit employees it represents hereinafter referred to as the "Union". The Employer and the Union are referred to collectively as the "Parties."

Recitals

A. The Parties are parties to that certain Agreement, dated August 26, 2026, covering employees in the Employer's fire service bargaining unit (the "Collective Bargaining Agreement").

B. The Parties desire to provide eligible current employees with a one-time payment equal to the difference between the hourly rates actually paid to those employees and the applicable new hourly rates identified in this Addendum for compensable time worked during the period beginning January 1, 2025, and ending December 31, 2025.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Article 1 — Definitions

I. New 2025 Hourly Rate. "New 2025 Hourly Rate" means the hourly rate specified below for the classification and, if applicable, rank, step, or assignment held by an Eligible Employee when the compensable time was worked:

Classification	2025 Hourly Rate	1/1/25 – 6/30/25 Hourly Rate	7/1/25 – 12/31/25 Hourly Rate
FF/EMT	$17.519	$17.782	$18.049
FF/AEMT	$20.605	$20.914	$21.228
FF/Para	$22.665	$23.005	$23.350

II. Eligible Employee. "Eligible Employee" means an employee who:

A. Was included in the bargaining unit represented by the Union when the applicable compensable time was worked;

B. Worked compensable time for the Employer during the Retroactive Payment Period; and

C. Remains employed by the Employer in a bargaining unit position on the date this amendment is last signed, including an employee then absent on an approved leave of absence.

III. Paid Hourly Rate. "Paid Hourly Rate" means the base hourly rate actually paid to an Eligible Employee for the applicable compensable time, excluding overtime premiums, assignment premiums, longevity pay, stipends, reimbursements, and other supplemental compensation, except to the extent the Collective Bargaining Agreement expressly treats such compensation as part of the employee's base hourly rate.

IV. Retroactive Payment Period. "Retroactive Payment Period" means the period beginning at 12:00 a.m. on January 1, 2025, and ending at 11:59 p.m. on December 31, 2025.

V. One-Time Payment. "One-Time Payment" means the payment calculated under Article 2 of this Addendum.

Article 2 — One-Time Payment

I. Payment Obligation. Subject to the terms of this Addendum, the Employer shall pay each Eligible Employee a One-Time Payment equal to the aggregate difference between the employee's Paid Hourly Rate and the employee's Applicable New Hourly Rate for all compensable time actually worked by the employee during the Retroactive Payment Period.

II. Calculation. The Employer shall calculate each Eligible Employee's One-Time Payment as follows:

A. For each hour of compensable time paid at straight time, the Employer shall multiply the number of hours worked by the difference between the Applicable New Hourly Rate and the Paid Hourly Rate.

B. For each hour of compensable time paid at an overtime or other premium-rate multiplier, the Employer shall multiply the number of hours worked by the difference between the Applicable New Hourly Rate and the Paid Hourly Rate and then apply the same multiplier that applied when the work was performed.

C. If an Eligible Employee changed classifications, ranks, steps, assignments, or base hourly rates during the Retroactive Payment Period, the calculation shall be performed separately for each period using the classification, rank, step, assignment, and Paid Hourly Rate applicable when the compensable time was worked.

D. The separate amounts calculated under this Section shall be added together to determine the employee's gross One-Time Payment.

III. Compensable Time Covered. The calculation shall include all hours actually worked during the Retroactive Payment Period for which the Eligible Employee was entitled to compensation, including regular hours, overtime hours, callback hours, holdover hours, Vacation, sick leave, holiday leave, compensatory time used, and other hours actually worked and compensated under the Collective Bargaining Agreement.

IV. **Excluded Time and Compensation.** Unless otherwise required by the Collective Bargaining Agreement, the One-Time Payment shall not be calculated on:

- **A.** Unpaid leave or other noncompensable time;
- **B.** Reimbursements, allowances, stipends, lump-sum payments, or other payments not based on hours actually worked; or
- **C.** Any hours worked outside the Retroactive Payment Period.

V. **No Negative Adjustment.** If an Eligible Employee's Paid Hourly Rate for any compensable time was equal to or greater than the Applicable New Hourly Rate, no amount shall be due for that time, and no negative amount shall be used to reduce the employee's One-Time Payment.

VI. **No Duplicate Payment.** Amounts previously paid to an Eligible Employee as a retroactive wage adjustment for the same compensable time and attributable to the same difference in hourly rates shall be credited against the One-Time Payment to prevent duplicate payment.

Article 3 — Payment Administration

I. **Payment Date.** The Employer shall pay the One-Time Payment no later than December 4, 2026, provided all approvals identified in Article 6 have been completed.

II. **Payment Method and Statement.** The One-Time Payment shall be made through the Employer's regular payroll system. The Employer shall provide each Eligible Employee with a wage statement identifying the gross amount of the One-Time Payment and all applicable deductions.

III. **Withholding and Deductions.** The One-Time Payment constitutes wages and shall be subject to all applicable payroll tax withholdings, employee benefit contributions, retirement contributions, garnishments, and other deductions required or authorized by law or the Collective Bargaining Agreement.

IV. **Benefit and Retirement Treatment.** The One-Time Payment shall be treated for benefit, pension, and retirement purposes in accordance with the Collective Bargaining Agreement and the requirements and determinations of the applicable benefit or retirement plan administrator.

V. **Payroll Records.** The Employer shall use its payroll and timekeeping records to determine each Eligible Employee's classification, Paid Hourly Rate, compensable hours worked, applicable premium multipliers, and resulting One-Time Payment.

VI. **Calculation Questions.** An Eligible Employee who believes the One-Time Payment was calculated incorrectly may submit a written request for review to the Finance Department within 14 calendar days after receiving the payment. The request must identify the alleged discrepancy with reasonable specificity. Any unresolved dispute concerning the interpretation or application of this Addendum shall be subject to the grievance and arbitration procedure in the Collective Bargaining Agreement.

Article 4 — Limited Scope

I. **One-Time Payment Only.** The payment provided by this Addendum is a one-time retroactive wage adjustment for the Retroactive Payment Period. Except as expressly stated in this Addendum or otherwise agreed by the Parties in writing, this Addendum does not establish or modify wage rates for work performed before January 1, 2025, or after December 31, 2025.

II. **No Guarantee of Payment Amount.** No Eligible Employee is guaranteed a minimum payment. The amount payable to each Eligible Employee shall depend on the employee's compensable time worked, Paid Hourly Rate, Applicable New Hourly Rate, and applicable premium-rate multipliers during the Retroactive Payment Period.

III. **No Modification of Hours.** This Addendum does not alter the Parties' treatment of hours worked, overtime eligibility, work periods, schedules, paid leave, or premium compensation under the Collective Bargaining Agreement, except that the Applicable New Hourly Rate shall be used to calculate the One-Time Payment as expressly provided herein.

IV. **No Precedent.** This Addendum addresses the specific one-time payment described herein and shall not establish a binding past practice or precedent concerning future wage adjustments, retroactive payments, eligibility requirements, or bargaining proposals.

Article 5 — Relationship to Collective Bargaining Agreement

I. **Incorporation.** This Addendum is incorporated into and made part of the Collective Bargaining Agreement.

II. **Continuing Effect.** Except as expressly modified by this Addendum, the Collective Bargaining Agreement remains unchanged and in full force and effect.

III. **Conflict.** If a provision of this Addendum conflicts with a provision of the Collective Bargaining Agreement concerning the calculation or payment of the One-Time Payment, this Addendum shall control solely with respect to that conflict.

IV. **Entire Agreement on One-Time Payment.** This Addendum constitutes the Parties' entire agreement concerning the One-Time Payment and supersedes all prior or contemporaneous oral or written discussions, proposals, and understandings concerning that payment.

V. **No Waiver.** Nothing in this Addendum waives any right of the Employer, the Union, or any bargaining unit employee under the Collective Bargaining Agreement, except to the limited extent expressly stated herein.

Article 6 — Approval and Effective Date

I. **Required Approvals.** This Addendum is subject to approval by Common Council and ratification or approval by the Union.

II. **Effective Date.** This Addendum shall become effective on the date it has been signed by all authorized signatories following completion of the approvals described in Section I of this Article (the "Effective Date").

III. **Authority.** Each individual signing this Addendum represents that the individual is duly authorized to execute it on behalf of the Party identified below.

Article 7 — Miscellaneous

I. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Wisconsin.

II. **Severability.** If any provision of this Addendum is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall meet promptly to negotiate a valid provision that most closely effectuates their original intent.

III. **Counterparts and Electronic Signatures.** This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted or applied electronically shall have the same force and effect as original signatures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Addendum through their duly authorized representatives.

Signed this _____ day of _____, 20___.

City of Whitewater	**IAFF Local 580**
_____	_____
John Weidl **City Manager**	**Justin Wiskie** **President**
_____	_____
Kelly Freeman **Fire Chief**	**Jason Daskam** **Local 580 Negotiating Representative**
_____	_____
Sara Marquardt **Human Resources Manager**	**Seth Bennington** **Bargaining Unit Representative**
	_____
	Carl Strait **Bargaining Unit Representative**