

Agreement between the

CITY OF WHITEWATER

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-
CIO LOCAL 580**

JANUARY 1, 2026 - DECEMBER 31, 2028

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Article 1 - Recognition

Section 1.02: A reference to “Employee” in this Agreement shall mean a full-time employee represented by the Association.

- A. To direct all operations of the Fire/EMS Department;
- B. To appoint, approve or hire the Fire Chief or any other staff;
- C. To establish, amend, and require observance of schedules of work and reasonable work rules;
- D. To place staff or others in positions of authority regarding the conduct of Fire/EMS Department business and operations;
- E. To determine the methods, means and personnel by which Fire/EMS Department operations are to be conducted;
- F. To hire, promote, transfer, schedule and assign (including overtime assignments) employees in positions within the Fire/EMS Department;
- G. To create, revise and eliminate positions, departments, operations or work practices;
- H. To suspend, demote, discharge and take disciplinary action against employees for just cause;

- 1 I. To relieve employees from their duties;
- 2 J. To maintain efficiency of Fire/EMS Department operations;
- 3 K. To take whatever action is necessary to comply with state or federal law;
- 4 L. To introduce new or improved methods or facilities;
- 5 M. To change existing services, methods or facilities;
- 6 N. To take whatever action is necessary to carry out the functions of the
7 Fire/EMS Department in situations of emergency;
- 8 O. To establish quality standards and evaluate employee performance;
- 9 P. To contract out for goods or services;
- 10 Q. To determine the kinds and amounts of services to be performed as pertains
11 to operations as well as the number and kind of classifications
12 to perform such services;
- 13 R. To determine the financial policies and practices of the Fire/EMS
14 Department;
- 15 S. Matters within the jurisdiction of the Police & Fire Commission shall
16 remain within the jurisdiction of the City and the Police & Fire Commission and shall not be
17 subject to the grievance procedure or otherwise restricted by this Agreement.

18 **Section 2.02:** The exercise by the Employer of any of the foregoing powers, rights and/or
19 authority shall not be reviewable by an arbitrator except in case such as so exercised as to violate
20 an express provision of this Agreement or are exercised arbitrarily or capriciously.

21 **Section 2.03:** The parties agree that alleged violations of state and/or federal law and/or
22 of the state and/or federal constitution shall not be subject to the arbitration procedures contained
23 herein and shall be resolved in the appropriate state and/or federal forum.

24 25 **Article 3 - No Strike/No Lockout**

26
27 **Section 3.01:** The Association agrees not to engage in or condone any illegal job action.

28
29 A. Strike Prohibited: The "Strike" as used herein shall be interpreted broadly
30 to include the failure with another to report for duty, any concerted absence, any concerted
31 stoppage of work, any concerted slow-down, sit-down, sick-out, refusal to work, work

1 interruption, work stoppage, call-in, or failure in whole or in part to carry out the full, faithful and
2 proper performance of the duties of employment, and without the lawful approval of the superior.
3 The term "Strike," as used herein, also means in any manner interfering with the operation of the
4 City for the purpose of inducing, influencing, or coercing, the recognition of any employee
5 organization or a change in the conditions or compensations or the rights, privileges, or obligations
6 of employment or in sympathy with others for any purpose. All orders will be obeyed.
7

8 B. Neither the Association or any of its officers, agents or these employees will
9 instigate, promote, encourage, sponsor, engage in or condone any strike, concerted work stoppage,
10 sympathy strike, any other intentional interruption of work slowdown, or picketing, except for
11 informational picketing, during the term of this Agreement and until a successor Agreement is
12 ratified by both parties.
13

14 **Section 3.02:** The Association, its representatives and individual employees will not
15 authorize, assist or support any strike, work stoppage, slowdown or other activity that interferes
16 with or interrupts the operations of the City. In the event of any such activity as described in
17 paragraph A above, the Employer shall immediately notify the Association thereof, and the
18 Association shall immediately give public notice to the employees involved that they are in
19 violation of this Agreement and should end such strike, work stoppage or other conduct which is
20 interrupting or impeding work. In the event that a strike or other violation not authorized by the
21 Association occurs, the Association agrees to take all reasonably effective and affirmative action
22 to secure the employees return to work as promptly as possible. The Association confirms its belief
23 that participation in a strike constitutes grounds for the participating employee's removal from
24 employment.
25

26 **Section 3.03:** There shall be no lock-out by the Employer during the term of this
27 Agreement and until a successor Agreement is ratified by both parties.
28

29 **Section 3.04:** Any employee violating this Article shall be subject to disciplinary action,
30 up to and including discharge. In any proceeding involving a violation of this provision, the sole
31 question to determine is whether the employee engaged in the prohibited activity and shall not
32 address the penalty administered which the parties agree shall be determined exclusively by the
33 Employer. This provision shall not limit the Employer's rights to seek other available legal
34 remedies from individuals or the Association.
35

36 **Article 4 - Amendments and Savings Clause**

37

38 **Section 4.01:** This Agreement may not be amended except by the mutual consent of the
39 parties in writing.
40

41 **Section 4.02:** If any section of this Agreement or any addenda thereto, full or partial,
42 should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if
43 compliance with or enforcement of any section should be restrained by such tribunal, the remainder
44 of this Agreement and addenda shall not be affected thereby, and the parties shall enter into
45 immediate collective bargaining negotiations for the purpose of negotiating a mutually satisfactory
46 replacement for such section or addenda involving only mandatory subjects of bargaining.

Article 5 - Conditions of Agreement

Section 5.01: The terms and provisions herein contained constitutes the only and entire Agreement between the parties and supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

Section 5.02: The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time the parties negotiated or signed this Agreement.

Section 5.03: Any mutual agreements or understandings which are reached during the term of this Agreement shall be reduced to writing. Mutual waivers of any breach, term, or condition of this Agreement by the parties shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 5.04: Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

Article 6 - Employee Classifications

Section 6.01 Regular Full-time Employee: A regular full-time EMT/Firefighter is an employee who is designated by the Employer as a regular full-time employee and who is appointed by the Chief and approved by the Police and Fire Commission. Only regular full-time EMT/Firefighters are covered under and subject to the terms of this Agreement.

Section 6.02 Probation: Employees shall be required to serve a twelve (12) month probationary period as a full-time employee. The Chief may extend the probationary period for up to six (6) months. During the term of the probationary period, the employee may be disciplined or discharged by the Chief for any lawful reason or no reason and without recourse to the grievance procedure or the Police and Fire Commission.

Article 7 - Department Rules, Regulations and Practices

Section 7.01: The rules, regulations and practices as published by the Employer shall be followed by the employees to the extent they do not conflict with any specific provision of this Agreement. Any dispute with respect to the rules, regulations and practices shall not be subject to

1 arbitration of any kind, but any dispute with respect to the reasonableness of the application of the
2 rules, regulations and practices may be subject to the grievance and arbitration procedure as set
3 forth in this Agreement.
4

5 **Article 8 - Grievance Procedure**

6

7 **Section 8.01 Definition of Grievance:** A grievance shall be defined as a dispute
8 concerning the interpretation, application, and/or enforcement of the express terms of this
9 Agreement. This Article shall not apply to discipline matters. The Association or an employee may
10 be a grievant although only the Association may pursue matters to arbitration.
11

12 **Section 8.02 Subject Matter:** Only one (1) subject matter shall be covered in any one (1)
13 grievance. However, if one subject affects more than one (1) employee, there may be more than
14 one (1) grievant. A written grievance shall contain the name and position of the grievant(s) filing
15 the grievance, a statement of the grievance, the issue involved, the relief sought, the date the
16 incident or violation occurred, the article(s) and section(s) of the Agreement alleged to have been
17 violated, the signature of the grievant(s) and the Association representative, and the date.
18

19 **Section 8.03 Time Limitations:** Any grievance not initially filed in compliance with the
20 time limits set forth in this Article shall be null and void. Time limits set forth in this Article are
21 exclusive of Saturdays, Sundays, and holidays as identified in Article 15, Section 15.01. The time
22 limits may be extended by mutual agreement in writing and consent shall not be unreasonably
23 withheld by either party. Failure of the Association to abide by the time limits or any extension
24 thereof shall cause the grievance to be barred. Grievances not processed by the Employer or its
25 representative(s) within the prescribed time limits or any extension thereof shall proceed
26 automatically to the next step.
27

28 **Section 8.04 Procedural Steps:** Grievances shall follow the steps below. However, by
29 mutual agreement, in writing, the parties may bypass any of the following steps. Employees shall
30 be afforded the opportunity to have a Local Association Steward or Representative present during
31 any grievance meeting between the employee and the Employer.
32

33 A. Step 1: The grievance shall be presented in writing to the Fire Chief within
34 ten (10) days of the occurrence or knowledge thereof of the event giving rise to the grievance. The
35 grievant shall be responsible for identifying the issue as a grievance. The Chief shall inform the
36 grievant(s) and the Association of their decision in writing within ten (10) days of the date the
37 grievance was presented.
38

39 B. Step 2: If the grievance is not resolved in Step 1, the grievance shall be
40 submitted by the Association to the City Manager within ten (10) days of the Chief's response.
41 The City Manager may choose to hold a meeting with the grievant(s), the Association
42 representative, and management. A written decision on the grievance shall be issued to the
43 grievant(s) and the Association representative within thirty (30) days of receipt of the grievance
44 by the City Manager.
45

1 C. Step 3: If the grievance is not resolved in Step 2, the Association may
2 request, within ten (10) days of the date of the receipt of that decision, that the grievance be
3 submitted to an arbitrator by submitting a Petition to Initiate Grievance Arbitration to the
4 Wisconsin Employment Relations Commission requesting a panel of up to five (5) staff arbitrators
5 with a copy of the petition to the City Manager and the Fire Chief.
6

7 **Section 8.05 Arbitration:** The parties shall, within ten (10) days of the receipt of the panel,
8 select the arbitrator by alternately striking names from the panel until one (1) name remains. Such
9 person shall then be the designated arbitrator. The determination of who strikes the first name shall
10 be determined by a coin flip with the winner of the coin flip deciding which party shall strike first.
11 Any fees incurred for the Arbitrator shall be shared equally between the parties.
12

13 **Section 8.06 Hearing:** The arbitrator selected shall hold a hearing at a time and place
14 convenient to the parties within thirty (30) days of notification of selection, unless otherwise
15 mutually agreed upon by the parties. The arbitrator shall take such evidence as in the arbitrator's
16 judgement is appropriate for the disposition of the dispute. A statement of position may be made
17 by the parties and witnesses may be called.
18

19 **Section 8.07 Arbitrability:** The arbitrator shall have initial authority to determine whether
20 or not the dispute is arbitrable. Once it is determined that the dispute is arbitrable, the arbitrator
21 shall proceed in accordance with this Article to determine the merits of the dispute submitted to
22 arbitration, and the Arbitrator's decision shall be final and binding upon all parties.
23

24 **Section 8.08 Decision of the Arbitrator:** The decision of the Arbitrator shall be in writing
25 to the Employer and the Association. The decision of the Arbitrator shall be limited to the subject
26 matter of the grievance and restricted solely to interpretation of the contract provision(s) allegedly
27 breached. The Arbitrator shall have no authority to impose liability on the Employer for events
28 occurring before the final ratification date of the initial Agreement. The Arbitrator shall have no
29 power to and shall neither add to, detract from, nor modify the language of this Agreement in
30 arriving at a determination of any issue presented that is proper for final and binding arbitration.
31 The Arbitrator shall have no authority to grant wage increases not identified in this Agreement. In
32 any arbitration award, no right of management shall in any manner be taken away from the
33 Employer, nor shall such right be limited or modified in any respect excepting only to the extent
34 that this Agreement clearly and explicitly expresses an intent and agreement to divest the Employer
35 of such right.
36

37 **Section 8.09 Arbitration Costs:** Both parties shall share equally the agreed upon costs
38 and expenses of the arbitration proceedings, including the fees of the arbitrator. Each party,
39 however, shall bear its own costs for witnesses and all other out-of-pocket expenses, including
40 possible attorney's fees. The party requesting a transcript shall pay the cost to produce such
41 transcript. In the event the other party or the arbitrator wishes a copy, the costs of providing a
42 transcript will be divided equally between the parties.
43

44 **Section 8.10 Attendance:** When an employee is called or subpoenaed by either party in
45 the grievance arbitration case under this Article, that employee will appear without loss of pay if
46 the employee is testifying during the time the employee is working during those hours. The

1 Association Steward shall be allowed to attend the hearing without loss of pay if the Steward
2 attends during the time the Steward is working during those hours.

4 **Article 9 - Resignation**

6 **Section 9.01 Notification:** Unless waived by the Chief, employees planning to voluntarily
7 terminate their employment with the Employer are to notify the Chief as far in advance as possible,
8 and not less than two (2) weeks prior to their last planned day on the job. Paid leave may not be
9 taken as part of a required two-week termination notice, unless otherwise approved in writing by
10 the Chief.

12 **Section 9.02:** Terminating employees must turn in all keys and other Fire/EMS Department
13 property in their possession to the Chief or other designated personnel as directed. Failure to return
14 Fire/EMS Department property and issued materials and equipment will result in the forfeiture of
15 accumulated paid leave subject to payout at separation. The employee shall authorize the
16 deduction of such amounts owed to the City through deduction from the employee's final
17 paychecks provided employee receives payment for statutory minimum wage and statutory
18 overtime owed to the employee. The employee shall be personally liable to the City for any
19 residual amounts owed to the City and any costs incurred by the City to recoup such amounts from
20 the employee.

22 **Article 10 - Pay Days**

24 **Section 10.01:** Employees shall be paid by direct deposit as outlined by City payroll
25 practices.

27 **Article 11 - Wages**

29 **Section 11.01:** The rates of pay shall be effective on the dates specified in the chart in
30 Appendix A.

32 **Article 12 - Hours of Work**

34 **Section 12.01 Schedules:** The current scheduled work hours for 24-hour scheduled
35 employees, as assigned to three (3) separate shifts, utilizes the California schedule consisting of
36 twenty-four (24) hour work days following a repeating pattern of one (1) day on-duty, one (1) day
37 off-duty, one (1) day on-duty, one (1) day off-duty, one (1) day on-duty and four (4) days off-duty.
38 The Chief may transfer employees to different work shifts. Each twenty-four (24) hour work day
39 begins at 0700 and ends at 0700 the following day.

41 Certain employees may be scheduled to alternative work schedules, including a forty-hour
42 workweek, four (4) shift work weeks and alternative hours, such as ten to 12 hour shifts, that meet
43 operational needs. Employees assigned to alternative schedules will have paid time off benefits
44 converted proportionately. To the extent impact bargaining is requested, the parties agree to
45 engage in good faith in such negotiations.

1 An employee may be required to work or attend training outside the employee's scheduled shift.

2
3 If the Chief changes the overall work schedule for the employees from the work schedule structures
4 in place, then the Chief shall provide the Association with at least thirty (30) calendar days' notice,
5 unless mutually agreed otherwise. The City reserves the right for the Chief to temporarily reassign
6 an employee or employees as needed for light duty or due to vacancies or need for additional
7 staffing without providing thirty (30) calendar days' notice.

8
9 **Section 12.02 Duty Assignment:** For employee working a twenty-four (24) hour work
10 day, employees will perform the bulk of non-emergency duties between the hours of 0700 and
11 1600 unless otherwise assigned by a supervisor and physical fitness training which may occur
12 during or outside this time. There shall be a one (1) hour and thirty (30) minute break for lunch. All
13 break time is considered paid time. Between the hours of 1600 and 2030, non-emergency duties
14 are generally limited to scheduled training, meetings, public relations, and attendance at special
15 events and special trainings, and employees shall be in stand-by status when not performing those
16 duties. The day shall be adjusted to the hours of 0700 and 1330 when scheduled
17 monthly training/meetings, public relations and attendance at special events and special trainings
18 will occur. Between the hours of 2030 and 0630 the following day will be considered rest
19 time. On Saturday, Sunday and holidays, the Chief or the Chief's designee shall set the duty
20 assignment and standby times. Employees shall respond immediately to all emergency calls for
21 service at any time during the twenty-four-hour work day in accordance with the response
22 guidelines set forth by the Chief or designee. For purposes of addressing operational efficiency,
23 the Chief may amend the times to ensure adequate performance of duties.

24 **Section 12.03 Overtime and Compensatory Time:** All employees are eligible for
25 overtime and compensatory time. Overtime shall be paid at one and one-half (1.5) times the
26 employees straight time hourly rate of pay for hours worked. Compensatory time shall be accrued
27 at one and one-half (1.5) hours for each hour worked. The Employer shall set the FLSA work
28 period for purposes of calculating overtime applicable to the shift schedule. Overtime for eligible
29 employees under a 207(k) schedule shall be paid for all hours worked outside of the employee's
30 scheduled hours, and hours worked above two hundred four (204) in a twenty-seven (27) day work
31 period (unless an alternative FLSA work period is set by the City). An alternative FLSA work
32 period may be set for employees working an alternative work schedule, and such period shall be
33 announced by the City. For purposes of calculating contractual overtime, paid leave used counts
34 for purposes of counting as hours worked even though such paid leave time is not compensable
35 work time. Paid leave used shall not count as hours worked for FLSA overtime calculations, but
36 shall along with contractual overtime offset any potential FLSA liability of the
37 employer. Employees who do not qualify under the 207(k) exemption shall be paid overtime for
38 hours worked above forty (40) hours in a seven day work week. Compensatory time may
39 accumulate to a maximum of forty-eight (48) hours. Compensatory time must be used in the
40 calendar year in which it is accrued. Compensatory time not used or scheduled to be used by
41 December 1st shall be paid out on the final pay date of the year. No compensatory time may accrue

1 in December. Compensatory time may also be paid out at any time by the Employer, and the
2 employer will consider requests for payout by the employee based on individual circumstances.
3 Use of compensatory time shall be at the discretion of the Fire Chief. Upon termination of
4 employment, any accrued but unused compensatory time shall be paid out at the final straight time
5 hourly rate of pay received by the employee. If an employee assigned to a forty (40)-hour per
6 week schedule works hours outside of their regularly scheduled shift which are normally worked
7 by twenty-four (24) hour shift employees, the employee will be paid at the 24-hour hourly rate
8 based on their EMS qualifications rate and years of service. If the combination of hours worked
9 between the forty (40) hour schedule and the twenty-four (24) hour schedule exceeds the FLSA
10 overtime threshold, the employee will be paid at one and one-half (1-½) times the hourly rate of
11 the position in which the extra hours are worked.

12
13 **Section 12.04 Call Back and Hold Over:** Off-duty employees called back to work shall
14 receive one (1) hour of pay at one and one-half (1.5) times the employee's straight time hourly rate
15 of pay in addition to all hours worked. Employees held over at the end of their shift shall receive
16 pay at one and one-half (1.5) times the employee's straight time hourly rate of pay.

17
18 **Section 12.05 Shift Trades/Substitution of Scheduled Work Shifts:** The Employer shall
19 permit the substitution of scheduled work shifts, full or partial, amongst all full-time employees
20 provided the employees trading shifts are qualified to perform the work needed and provided the
21 operation of the City is not adversely affected. Overtime calculation for substitutions shall be
22 governed by FLSA regulations involving substitutions. No employee shall suffer a reduction in
23 the calculation of overtime due when the employee does not work their shift as the result of an
24 authorized substitution. No employee shall make a claim for additional compensation in the
25 calculation of overtime due when working another employee's shift as the result of an authorized
26 substitution. All authorizations for substitutions of shifts are subject to the sole discretion of the
27 Chief or the Chief's designee. The employees requesting to trade/substitute shifts shall use
28 requesting method required by the Chief. The failure of an employee to payback a substitution to
29 another employee shall not result in liability or cost to the Employer and is a cost borne solely
30 between the two employees. The authorization of the substitution of scheduled work shifts places
31 the responsibility of reporting for work on the employee now scheduled for the work shift. An
32 employee scheduled to fill a shift by substitution who does not report for work, or who does not
33 complete a shift due shall have their vacation and contractual compensatory leave balance reduced,
34 in this order, by the equivalent number of hours of the substituted shift that were missed, and if the
35 employer incurs overtime costs then any additional hours of overtime to make the employer whole.
36 If an employee does not have sufficient vacation or contractual compensatory leave balance(s) to
37 make the Employer whole, future accruals of vacation leave shall be reduced until the Employer
38 is made whole. An employee scheduled to fill a shift by substitution who is aware that they will
39 not be able to fill the shift, may find alternative coverage for the substituted shift with authorization
40 of the alternative coverage subject to the sole discretion of the Chief or the Chief's designee. When
41 an employee will not fill a shift by virtue of separating employment, the employee originally
42 scheduled for the shift will be responsible for filling the shift or finding alternative coverage for
43 the shift. The Employer shall provide the employee with an accounting of the costs incurred, if
44 any, of backfilling the missed substitution time. An employee failing to fulfill a substituted shift
45 may be subject to discipline.

1
2 **Section 12.06 Training:** Employees shall be responsible for maintaining required
3 certifications and licensures. The Employer may provide on-duty or scheduled training
4 opportunities for employees to maintain licensures and certifications. Employees who fail to
5 attend employer-offered trainings are responsible for the training costs and maintaining their
6 licensures and certifications on their own time.

7
8 **Article 13 - Insurance and Benefits**
9

10 **Section 13.01:** The employer will offer coverage for a health care plan, vision plan, dental
11 plan, life insurance, and income continuation. Employees participating in such coverages shall pay
12 the employee share of the premium based on the prevailing policies of the City. If offered,
13 employees may participate in the Flex Spending Account, Lifestyle Spending Account, and Health
14 Reimbursement Arrangement.

15
16 Only if the terms of the City's health insurance plan permit, then employees who are otherwise
17 eligible for health insurance coverage may opt out of the plan or seek reduced coverage provided
18 the employee meets the eligibility criteria identified by the employer for opt-out benefits.
19 Employees who do so will receive the following payment incentives per month during the period
20 of the opt-out:

- 21 (A) Employees who are eligible for family health insurance coverage but who choose
22 not to take coverage will receive the difference between the monthly family rate
23 and the monthly single rate on the lowest priced available qualified plan provided
24 to the employee, and provided the payment shall not exceed \$400.00 per month.
- 25 (B) Employees who are eligible for single coverage will receive a sum equal to the
26 lowest priced available qualified single plan provided to the employee, and
27 provided the payment shall not exceed \$200.00 per month.
- 28 (C) Employees who are eligible for family coverage but who elect single coverage will
29 receive a payment calculated by subtracting two times the single rate from the
30 family rate of the lowest priced available qualified plan provided to the employee,
31 and provided the payment shall not exceed \$200.00 per month.
- 32 (D) The supplemental payments are not wages for purposes of overtime or any other
33 benefits calculated based upon earnings to the extent permitted by law.
- 34 (E) Employees receiving incentives will be required to provide proof of health
35 insurance coverage under another plan.

36
37 **Section 13.02 Lactation Accommodations:** The City of Whitewater will provide a
38 reasonable amount of break time to accommodate employees desiring to express breast milk in
39 accordance with and permitted by City policy and to the extent required by applicable law. The
40 break time, if possible and permitted by applicable law, must run concurrently with rest and meal
41 periods already provided. If the break time cannot run concurrently with rest and meal periods
42 already provided, the break time should be planned and run for 30 minutes if possible, which will
43 be unpaid subject to applicable law.

1
2 The City will make reasonable efforts to provide employees with the use of a room or
3 location in close proximity to the employee's work area, other than a bathroom, to express milk in
4 private.

5
6 Employees should advise management if they need break time and an area for this purpose.
7

8 **Section 13.03 Spanish Speaking Stipend:** The City will pay an annual stipend of
9 \$1,500.00 to employees who are able to fluently speak and read Spanish. In order to be eligible for
10 the stipend, employees must prove fluency by submitting to testing by a qualified agency approved
11 by the City Manager. The City will be responsible for the cost of fluency testing upon employee's
12 successful completion of fluency testing. The employee will be responsible for the cost of testing
13 if unsuccessful. The City expects that the fluency will be actively employed as part of its routine
14 operations.
15

16 **Section 13.04 Education Reimbursement Program.** City will reimburse personnel 50%
17 of the cost of college tuition for an Associate's, Bachelor's, or Master's Degree for a relevant
18 career position degree from an accredited college, with a cap of \$150 per credit hour, maximum
19 of six (6) credits per calendar year. Employee will be reimbursed for pre-approved courses when
20 they provide a school transcript depicting a grade of ("C") or better. Such reimbursement may be
21 deemed taxable income by the IRS.

22 Employees are expected to schedule class attendance and the completion of study
23 assignments outside of their regular work hours, if possible. Employees who attend classes that
24 conflict with their work schedule may use vacation or compensatory time, if authorized, or make
25 shift trades to accommodate class schedules. Employees may use break and rest periods to
26 complete study assignments provided there is no disruption to duties assigned to the employee.

27 If the employee terminates employment within 36 months of receiving Education
28 Reimbursement, all tuition is repayable to The City of Whitewater on the following schedule:

- 29
 - Resigns within 0 to 12 months: 100% repayment
 - Resigns within 13 to 24 months: 50% repayment
 - Resigns within 25 to 36 months: 25% repayment

32 The employee will be required to execute an agreement with the City before receiving these
33 benefits outlining repayment obligations.
34

35 **Section 13.05 Lifestyle Account (LSA).** Provided the City continues to offer the Lifestyle
36 Account benefit, starting in 2025 a full-time employee shall be offered participation in the
37 Employer sponsored LSA after ratification of this initial Agreement. The maximum contribution,
38 unless subject to proration, to the LSA is five hundred (\$500) dollars per year with no rollover and
39 shall only be available for employee's employed on ratification of the agreement. Any tax liability
40 associated with receiving LSA funds is the responsibility of the employee. For employees hired
41 after January 1, the benefit shall be prorated based on deducting the number of full months not
42 worked.
43

1
2 **Article 14 - Contributions to the Wisconsin Retirement System and Deferred**
3 **Compensation Contributions**
4

5 **Section 14.01:** An eligible employee shall pay the full amount of the employee's
6 contribution as required by the Wisconsin Retirement System. The Employer shall pay the
7 Employer required contribution to the Wisconsin Retirement System.
8

9 **Section 14.02:** Eligible employees may participate in the Wisconsin Deferred
10 Compensation Program as regulated by Section 457 of the Internal Revenue Code.
11

12 **Article 15 - Paid Leave and Unpaid Leave**
13

14 **Section 15.01 Holidays:** The holidays listed below shall be the designated holidays for
15 purposes described in Sections A-C: New Year's Day, Martin Luther King Day, Spring Holiday
16 (Good Friday), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after
17 Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Years Eve Day.
18

19 **A. Eligibility for Holiday Pay:** An employee is not eligible for holiday pay if they
20 were absent from their scheduled workday on 1) the day before the holiday, 2) the holiday, or 3)
21 the day following the holiday, except for authorized absences of time off with pay.
22

23 **B. Holiday Pay for 24-Hour Shift Employees:** Employees shall earn eight (8) hours
24 of pay as each eligible holiday passes, which shall be paid in the pay period in which the holiday
25 occurs.
26

27 **C. Holidays Forty (40) Hour Per Week Employees:** Employees working a forty
28 (40) hour per week schedule shall observe the same schedule of holidays off as is observed by
29 the employees at City Hall. Such employees are also eligible for up to one eight (8) hour floating
30 holiday that can be used subject to approval by the Chief.

- 31 1) Employees hired before July 1st will be eligible for the floating holiday during
32 their first year of employment.
33 2) Floating holidays are not subject to any year-end payout or carryover provisions.
34

35
36 **Section 15.02 Vacation:** Employees are granted vacation hours at time of hire. During the
37 first year of employment an employee working a 24 hour shift schedule will be granted one
38 hundred twenty (120) hours of vacation time, prorated at one-twelfth (1/12) of one hundred twenty
39 (120) hours for each full month from the start date of employment to the end of the calendar year.
40 Subsequent vacation is available for use on January 1st of each calendar year based on years of
41 continuous employment at the following rate:
42

43 First year of employment 120 hours prorated
44 2nd year of employment 120 hours (5 days)

1	3rd through 4th year of employment	168 hours (7 days)
2	5th through 7th year of employment	192 hours (8 days)
3	8th through 9th year of employment	216 hours (9 days)
4	10th through 11th year of employment	240 hours (10 days)
5	12th through 14th year of employment	264 hours (11 days)
6	15th through 24th year of employment	312 hours (13 days)
7	25th year of employment	360 hours (15 days)

8 Actual earning of vacation shall be at the rate of one-twelfth (1/12) of the entitlements for each
9 full month worked.

10
11 During the first year of employment, an employee working a forty (40) hour work week
12 schedule will be granted eighty (80) hours of vacation time, prorated at one-twelfth (1/12) of
13 eighty (80) hours for each full month from the start date of employment to the end of the
14 calendar year. Subsequent vacation is available for use on January 1st of each calendar year
15 based on years of continuous employment at the following rate:

16	First year of employment	80 hours (10 days) prorated
17		
18	2nd year of employment	80 hours (10 days)
19		
20	3rd through 4th year of employment	96 hours (12 days)
21		
22	5th through 7th year of employment	112 hours (14 days)
23		
24	8th through 9th year of employment	128 hours (16 days)
25		
26	10th through 11th year of employment	144 hours (18 days)
27		
28	12th through 14th year of employment	160 hours (20 days)
29		
30	15th through 19th year of employment	176 hours (22 days)
31		
32	20th through 24th year of employment	200 hours (25 days)
33		
34	25th year of employment	224 hours (28 days)
35		

36
37 Actual earning of vacation shall be at the rate of one twelfth (1/12) of the entitlements for each full
38 month worked.

39
40 For employees with previous full-time service with the City in a different Department, they shall
41 be credited with those years of full-time service for vacation accrual purposes.
42

1 A. Employees shall make every effort to use vacation within the calendar year
2 it is granted. Unused vacation hours at year end of no greater than forty-eight (48) hours for 24-
3 hour shift employees and unused vacation hours at year end of no greater than forty (40) hours for
4 forty-hour per week employees shall automatically be carried over into the next calendar year. Any
5 unused vacation hours in excess of the stated amounts will not be paid out.
6

7 B. The Chief or designee must authorize the use of vacation before such time
8 can be used. Vacation selection processes by twenty-four (24) hour shift employees and forty (40)
9 hour shift employees shall be separate from the other.
10

11 By November 1 of each calendar year, the Chief shall post the shift assignments for the
12 twenty-four (24) hour shift employees for the following calendar year so that vacation selections
13 may begin. The Chief may designate up to six (6) days including a day for the event commonly
14 referred to as Spring Splash which will not be available for the use of vacation. If the exact date
15 of the Spring Splash is unknown at the time of vacation selections, employees selecting vacation
16 in March – May may have a vacation selection canceled by the Chief if it falls on the date scheduled
17 for Spring Splash. On days when vacation is authorized, a maximum of one (1) employee will be
18 allowed vacation on those days during the November selection process. The selection process shall
19 begin starting with the most senior employee on each shift and progressing to the least senior
20 employee, and each employee shall have a turn to select as many consecutive twenty-four (24)
21 hour work shifts as desired but not to exceed six shifts in any one turn and not to exceed their
22 available vacation hours. The Chief shall set the timeframes for when selections must occur. Once
23 all employees on the shift have had an opportunity to select vacation, the process will repeat itself
24 with second and third turns, or more if needed, until all vacation time desired to be scheduled has
25 been selected. Employees need not exhaust scheduling all paid time available to them, but the
26 maximum amount of time remaining in an employee's unused vacation bank after the selection
27 process is forty-eight (48) hours. The selection process as outlined is intended to be completed by
28 December 1.

29 Requests for use of remaining vacation and compensatory time must be made not less than
30 thirty (30) calendar days in advance. Senior employees within the bargaining unit shall be afforded
31 priority over employees with less bargaining unit seniority when requests for the same date(s) are
32 made within seventy-two (72) hours of each other. Otherwise, vacation and accrued compensatory
33 time requests will be considered on a first come first served basis taking into consideration staffing
34 and credentialing levels.

35 Determination of approval shall be given within twenty (20) calendar days of receipt of the
36 request. Once given, the Employee may only cancel paid time off upon mutual agreement of the
37 Chief and the employee. No more than one (1) employee may be allowed to take paid leave at the
38 same time unless determined by the Chief or designee. Vacation and compensatory time requests
39 may be made with less than thirty days' notice for situations in which an employee was not able
40 to plan ahead for the needed time off and such requests are subject to approval of the Chief or
41 designee.

42 Employees working a forty (40) hour work week shall request vacation or any accrued
43 compensatory time no less than 30 calendar days from the date that is requested off and such use
44 is subject to approval of the Chief. The Chief may designate up to six (6) days including a day for
45 the event commonly referred to as Spring Splash which will not be available for the use of vacation.
46 If the exact date of the Spring Splash is unknown at the time of vacation selections, employees

1 selecting vacation in March – May may have a vacation selection canceled by the Chief if it falls
2 on the date scheduled for Spring Splash.

3
4 C. Vacation continues to accrue while an employee is using any paid leave
5 benefit provided for in this Agreement including paid temporary disability leave through Worker's
6 Compensation (for a period of four (4) months or less). An employee on a leave of absence for a
7 time that is in excess of a paid benefit leave is considered on inactive status and not eligible to
8 accrue vacation benefits or other paid leave during such absence. Paid vacation following a leave
9 of absence may be authorized only after the employee has returned to work for a period of time
10 equal to that of the absence, up to a maximum of six (6) months. Further, a leave of absence cannot
11 be extended by adding on accrued paid leave.

12
13 D. An employee who resigns with two weeks or more notice shall be entitled
14 to prorated vacation pay for accrued but unused vacation leave. If they leave on or before the
15 fifteenth (15th) of the month, they shall receive no credit for that month. Excess vacation taken in
16 advance of earning the entitlement will be repaid by the employee or treated as an overpayment
17 and recouped from the employee's final paychecks. Employees at retirement or death shall be paid
18 for the accrued but unused vacation hours at the employee's straight time rate of pay.

19
20 **Section 15.03 Sick Leave:** 24-hour shift employees shall accumulate sick leave at the rate
21 of 5.17 hours for each full pay period of continuous paid service, with a maximum accumulation
22 of one hundred thirty-four (134) hours during any one calendar year. Forty hour per week
23 employees shall accumulate sick leave at the rate of three point seven (3.7) hours for each full pay
24 period of continuous paid service, with a maximum accumulation of ninety-six hours during any
25 one calendar year. An employee shall be considered to have completed a full pay period of
26 continuous paid service if they work or use paid time off for each regularly scheduled shift during
27 a pay period or were on paid temporary disability leave through worker's compensation for a
28 period of four (4) months or less. Unused sick leave shall be carried over into the subsequent
29 calendar years for future use. In case of the death of an active employee, the employee's survivors
30 shall receive a cash payout of 100% of the entire employee's accumulated sick leave at the
31 employee's straight time hourly rate at the time of death.

32
33 A. Sick leave may be used on days that the employee is scheduled to work in the event
34 the employee's illness or injury prevents the employee from working or the illness or injury of an
35 immediate family member requires the employee's attendance to that family member. Immediate
36 family includes parent, child, spouse and anyone living in the employee's home. Sick leave may
37 also be used for medical appointments that cannot be scheduled outside of working hours. The
38 Chief or designee may require the employee to provide documentation from a medical provider
39 for the use of sick leave or in the case of suspected misuse of sick leave usage. Verification of the
40 misuse of sick leave will subject the employee to disciplinary action based on the employer's
41 consideration that misuse of sick leave constitutes theft and dishonesty.

42
43 B. For scheduled medical appointments, the employee shall give the Chief or designee
44 notice thereof as soon as it is practical following the scheduling of the appointment.

1 C. Sick leave hours shall not accrue to the employee during an approved unpaid leave
2 of absence or when the employee is not in full paid status for all scheduled shifts in a pay period.
3

4 D. Employees may donate accrued sick leave on an hour for hour basis to fellow
5 employees facing prolonged illnesses or medical emergencies if permitted under City policy and
6 procedures. Donations are voluntary and made anonymously through the Human Resources
7 Department. Recipients must have exhausted all of their own sick leave balances and meet criteria
8 determined by Human Resources. Donated sick leave shall be credited to the recipient's account
9 and should not exceed the amount necessary to cover the absence. The City Manager reserves the
10 right to review and approve or deny all sick leave donations on a case by case basis to assure
11 fairness and compliance with applicable regulations.
12

13 **Section 15.04 Jury Duty:** Employees shall receive time off to serve on jury duty and shall
14 notify the Chief or designee as soon as the employee receives notice. Employees shall be required
15 to provide proof of their service of jury duty time, such as a jury summons, etc., and/or other
16 evidence of their continuing service. An employee receiving time off and who is released from
17 jury duty shall immediately report back to work unless excused by the Chief or designee.
18

19 **Section 15.05 Bereavement Leave:** In the event there is a death in the immediate family
20 of an employee, consisting of spouse, parent, grandparent, child, brother, sister, grandchild, mother
21 or father in law, son or daughter in law, brother or sister in law, or that of anyone living with the
22 employee, and the employee attends the funeral or memorial service, such employee shall be
23 granted up to a three (3) consecutive calendar day leave of absence with full pay for work time
24 missed to attend the service. An employee shall be granted up to one (1) day absence with pay in
25 case of a death in the family or the death of a close friend of such employee, provided the employee
26 attends the service. Extension of a bereavement leave shall only be granted in writing by the Chief
27 and approved by the City Manager. Extensions may be approved with unpaid leave or may be
28 approved with vacation or compensatory time.
29

30 **Section 15.06 Military Leave:** Employees who are called to active duty with one of the
31 armed forces shall receive the rights and privileges authorized by federal military and veterans'
32 laws with respect to leave, status, and reemployment. An employee who is a member of one of the
33 military reserve units or a National Guard unit will, after presentation of their order, receive leave
34 with pay not to exceed five (5) work shifts for 24-hour shift employees and ten (10) work shifts
35 for forty-hour employees that the employee is unable to work due to the need for military leave in
36 a twelve (12) month period.
37

38 **Section 15.07 Disability Leave:** Employees who have exhausted their accumulated sick
39 leave may apply for unpaid leave provided the employee can return to work following recovery.
40 Illness or off-duty injury requiring recuperation longer than accumulated sick leave will fall under
41 this category. The Employer reserves the right to require satisfactory medical evidence of both the
42 employee's medical condition and their ability to return to work. All leaves granted for serious
43 medical conditions or other qualifying conditions shall be treated as leave under the State and
44 Federal Family Medical Leave Acts if the employee is eligible for such leave.
45

Section 15.08 Leave for Legal Proceedings: Pursuant to a summons, subpoena or other court order, employees shall be released from duty without loss of pay to comply with any legal proceeding related to the performance of their duties for the Employer, when such an appearance occurs while the employee is on-duty and is for the interests of the employer as determined by the Chief. Off-duty employees shall receive one and one-half (1.5) times pay for such appearances, including travel time, with a minimum of two (2) hours paid at the one and one-half (1.5) times rate. For non-work-related appearances or appearances where the employee is not acting in the interests of the employer, employees may use accrued unused Vacation, Compensatory, or Holiday leave to cover their absence from work. Upon receiving a summons, subpoena or other court order requiring appearance, the employee must notify the Employer by providing a copy of the summons, subpoena, or other court order. The Employer shall make the necessary scheduling adjustments to accommodate the employee's obligation. The Employer may verify the notification by contacting the office issuing the summons, subpoena, or other court order. An employee who is released from duty but who is released from such obligation prior to the end of the employee's scheduled work shift, shall immediately return to work to complete their shift unless excused by the Employer.

Section 15.09 Family and Medical Leave (FMLA): Requests for and the use of FMLA shall follow the guidelines in the City of Whitewater Policy as amended from time to time.

Section 15.10 Unpaid Leave: Unpaid leave may be granted at the discretion of the City Manager on a case by case basis. Employees granted an unpaid leave of absence will be responsible for the payment of benefit premiums (both the employee contribution and the City contribution) and will not accrue benefits such as vacation time, sick time, etc. The review of an unpaid leave request will at minimum take into consideration the reason for leave, duration, impact on workload and operations and alternative solutions (i.e., flexible work arrangements or temporary reassignments).

Article 16 - Union Activities

Section 16.01 Membership: No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's Constitution and By-laws. Employees have the right to join, not join, maintain, or drop their membership in the Association as the employee sees fit. The Association will represent all the employees in the bargaining unit, members, and non-members, fairly and equally.

Section 16.02 Dues Deduction. Upon receipt of a voluntary written authorization form from the employee, the Employer will deduct from the pay due such employee, those dues required as the employee's membership dues in the Association. Such authorizations shall be effective only as to the membership dues required after the date of delivery of such authorizations to the Employer. Dues deductions shall be made from the employee's pay for each pay period in which the employee has sufficient earnings to cover the deductions for taxes, insurance, retirement, and other deductions. In the event that an employee does not have sufficient earnings due during the pay period when the dues are normally withheld to equal or exceed the amount of the certified deduction, no dues shall be withheld, and the Employer shall have no obligation to subsequently withhold dues that may have been due for that period. Deductions shall be in such amount as shall

1 be certified to the Employer in writing by the authorized representative of the Association. New
2 authorizations must be submitted as indicated above by employees returning after a leave of
3 absence without pay. Monies collected from the members as dues shall be forwarded to the
4 Secretary-Treasurer of the Association on or before the fifteenth (15th) day after the end of the
5 month in which the deductions are made. Changes in the amount of dues to be deducted shall be
6 certified by the Association in writing to the Employer thirty (30) days before the effective date of
7 the change.

8 **Section 16.03 Hold Harmless and Indemnification:** The Association shall indemnify and
9 shall hold and save the Employer harmless against any and all claims, demands, suits, or other
10 forms of liability, including court costs, damages, and any attorney fees awarded against the
11 Employer, and any costs of defense incurred by the Employer including attorneys' fees and costs,
12 that may arise out of or by reason of action taken or not taken by the Employer, which Employer
13 action or non-action is in compliance with the provisions of this Article, and in reliance on any
14 lists or certificates which have been furnished to the Employer pursuant to this Article. However,
15 nothing in this Article shall be interpreted to preclude the Employer from participating in any legal
16 proceeding challenging the application or interpretation of this Article through representatives of
17 its own choosing and at its own expense.

18 **Section 16.04 Union Activities:** With the Chief's permission, an authorized representative
19 of the Association shall have access to the Employer's facility for the purpose of conferring with
20 the Employer, individual members of the bargaining unit or a Local Steward or Association officer
21 for the purpose of administering this Agreement. The authorized representative shall notify and
22 obtain approval of the Employer for such visits in advance. Except as approved above, the
23 Association agrees to conduct its business off the job. This Article shall not operate as to prevent
24 a Local Steward from the proper processing of any grievance in accordance with the procedure
25 outlined in this Agreement or to prevent certain routine business such as the posting of Association
26 notices and bulletins. Time spent in conducting business described in this Section shall not be
27 deducted from pay, provided no more working time than is necessary is utilized.

28 **Section 16.05 Representation:** All bargaining unit members retain the right of Association
29 representation, upon request, whenever the Employer confers with an employee on any matter
30 concerning discipline of that employee or on any matters in which disciplinary action involving
31 that employee may result.

32 **Section 16.06 Bulletin Board and Union Postings:** The Employer shall provide suitable
33 space on a bulletin board for use by the Association. All postings on the bulletin board must be
34 posted by an officer or member of the Association and shall be limited to the following:

- 35 (a) Notices of Association recreational and social affairs;
- 36 (b) Notices of Association meetings;
- 37 (c) Notices of Association appointments;
- 38 (d) Notices of Association elections;

- (e) Results of Association elections;
- (f) Reports of committees of the Association;
- (g) Rulings or policies issued by the International Association of Firefighters or other related labor organizations with which the Association is affiliated;
- (h) Judicial or quasi-judicial decisions (i.e., information affecting members of the bargaining unit such as the results of fact-finding, grievances, etc.);
- (i) Any other material authorized and approved by the Employer and an officer of the Association.
- (j) Notices and announcements shall not contain anything political, or anything reflecting negatively upon the Employer, any of its employees or officers, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Section or the rules or policies of the employer shall be posted. Notices and announcements shall be approved by an Association officer. In the event any material, notices or postings violate the terms of this Section or the rules or policies of the Employer, then the Employer may remove such offending postings.

Article 17 - Bargaining Unit Seniority

Section 17.01 Definition: Bargaining unit seniority shall accrue from the employee's most recent beginning date of full-time employment with the Employer. When a tie exists between two or more employees who have the same beginning date of full-time employment, then volunteer, part-time, or intern start date shall be the tiebreaker, and if a tie thereafter exists, then a coin toss shall decide seniority.

Section 17.02 Termination of Seniority: An employee's seniority and employment with the employer shall be terminated for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged;
- (c) If the employee is laid off for a period equal to two (2) years;
- (d) If the employee is laid off and fails to notify the Employer of the employee's intention to return to work within fourteen (14) calendar days after notice of recall is received, by certified mail, at the employee's last known address or the date the notice was sent if the notice is not retrieved;

1 (e) If the employee is absent from employment for three (3) consecutive working days
2 without notice to the Employer, unless unable to do so because of a compelling
3 reason(s) as determined by the Employer. (This in no way limits the Employer's
4 right to discipline or discharge an employee for unexcused absence from work.);

5 (f) If the employee retires;

6 (g) If the employee fails to return to work upon the expiration of an approved leave of
7 absence, unless unable to do so because of a compelling reason(s) as determined by
8 the Employer. (This in no way limits the Employer's right to discipline or discharge
9 an employee for unexcused absence from work.)

10 **Section 17.03 Seniority List:** Upon request, the Employer agrees to provide the
11 Association with a current seniority list, not more than once per year.

12 **Section 17.04 Layoff and Recall:** Layoffs and recalls shall be governed by Wis. Stat. §
13 62.13(5m). The Employer agrees to notify the employee and Association in writing fourteen (14)
14 days prior to the effective date of all lay off and recall notices. Qualified employees shall have
15 fourteen (14) days from the date of any return-to-work receipt to report for duty. Employees have
16 the right to refuse a temporary recall without the loss of seniority or losing the right of permanent
17 recall. Temporary recall is defined as three (3) calendar months or less. Employees returning to
18 work shall be credited with previously accrued seniority.

19 **Section 17.05 Medical Leave:** Any employee who is removed from pay status for medical
20 reasons will not have their seniority affected, provided the absence does not exceed 120 calendar
21 days. If an employee remains off pay status beyond 120 calendar days, bargaining unit seniority
22 will be affected beginning with the 121st day.

23
24 **Section 17.06 Break in Seniority:** If an employee is transferred, appointed or promoted
25 to a non-bargaining unit position with the Employer and returns to a bargaining unit position within
26 one (1) year, the employee shall retain all previously accrued seniority. If an employee returns to
27 a bargaining unit position from a non-bargaining unit position beyond one (1) year, all previous
28 seniority shall be lost. The loss of seniority shall not negatively affect an employee's benefits
29 earned based upon years of service with the Employer.

30 31 **Article 18 - Uniforms and Personal Protective Equipment (PPE)**

32
33 **Section 18.01 Initial Issue:** The Employer shall provide employees required uniforms and
34 PPE at the time of hire pursuant to Appendix B, subject to change from time to time. Subsequently,
35 beginning in the calendar year following the year of hire, the Employer shall provide employees
36 an annual uniform reimbursement in the amount of three hundred fifty dollars (\$350.00). Said
37 reimbursement shall be administered by the Fire Chief or designee. Any unused portion of the
38 annual reimbursement shall not be carried over to the next calendar year. The Fire Chief may
39 authorize the purchase of additional clothing items and/or equipment not listed in Appendix B

1 provided the clothing and/or equipment is strictly for use in the performance of service for the
2 Fire/EMS Department.

3 **Section 18.02 Repair/Replacement:** Uniform items which are damaged or need to be
4 repaired or replaced for other than work-related emergency duties (i.e., normal wear and tear) shall
5 be replaced at the employee's expense using the annual uniform allowance. The Employer will
6 repair or replace uniform items which become damaged as a result of work-related emergency
7 duties. An employee shall immediately notify the Fire Chief or designee of such an occurrence.
8 The Employer will repair or replace PPE as needed. Eyeglasses will be repaired or replaced if
9 broken in the line of duty and substantiated by the daily work report.

10 **Section 18.03 Change of Uniform:** When changes are made to the uniform and the Fire
11 Chief or designee requires employees to replace currently serviceable uniforms, the Employer
12 shall bear the cost of altering or replacing those uniform items.

13 **Section 18.04 Uniform/PPE Cleaning:** Cleaning of uniforms and PPE shall be the
14 responsibility of the employees. The Employer shall provide the equipment and facilities for the
15 members to clean their uniforms and PPE including those items which are contaminated with
16 bodily fluids. In the event the equipment and cleaning products are insufficient to properly clean
17 the uniforms and PPE, the Employer shall pay the cost of cleaning at an appropriate laundering
18 facility.

19 **Article 19 - Drug and Alcohol Testing**

20
21 **Section 19.01 Drug and Alcohol Testing:** Drug and alcohol testing will be carried out in
22 accordance with the Employer policy as amended from time-to-time.

23 24 25 **Article 20 - Temporary Restricted Duty Assignments and Worker's Compensation**

26
27 **Section 20.01 Non-work-related incidents:** In the event of an off-duty injury, illness, or
28 other medical condition preventing an employee from performing their full duties for a period of
29 time anticipated to exceed fourteen (14) calendar days, the employee may be temporarily assigned
30 to an alternative schedule and duties mutually agreeable to the Employer and the employee and
31 within the restrictions identified by the employee's health care provider. An employee assigned
32 to an alternative schedule shall have the difference in hours worked and their scheduled hours
33 deducted from their sick leave balance.

34 **Section 20.02 Work-related incidents:** In the event of a worker's compensation covered
35 duty injury, illness, or other medical condition preventing an employee from performing their full
36 duties for a period of time, the employee may be temporarily assigned to an alternative schedule
37 and duties set by the Employer within the restrictions identified by the employee's health care
38 provider. An employee assigned to an alternative schedule shall have the difference in hours
39 worked and their scheduled hours addressed through the worker's compensation system.

Section 20.03 Evaluation of Restricted Duties: Employees with restricted duties designated by their personal physician may, at the employer's discretion and expense, be sent to a physician designated by the employer for reevaluation.

Section 20.04 Worker's Compensation: In the event an ill or injured employee qualifies for Worker's Compensation benefits in accordance with the provisions of Chapter 102, Wis. Stats., the employee may supplement the Worker's Compensation benefit with paid leave to ensure that the employee receives approximately the same net regular pay as the employee received prior to the illness or injury if permitted by law. In no event shall an employee receive pay exceeding their net pay prior to receiving Worker's Compensation benefits. An employee who is receiving Worker's Compensation benefits shall continue to accrue seniority.

Article 21 – Physical Fitness Incentive Program

Section 21.01 Purpose and Scope:

- (a)** Provide a physical fitness incentive program to encourage employee health and wellness.
- (b)** Employee participation shall be voluntary.
- (c)** The physical fitness incentive program shall not be used as an employment standard.
- (d)** All employees shall maintain the level of physical fitness necessary to perform the essential functions of their positions.

Section 21.02 Assessment Frequency and Procedures:

- (a)** Employees may participate in the physical fitness incentive program once per year on or before September 1 in order to be eligible for the annual incentive stipend.
- (b)** All physical fitness incentive program assessments shall be administered by qualified personnel as designated by the Fire Chief and in accordance with the protocols specified in Exhibit C.
- (c)** Employees shall be provided with at least ten (10) days written notice prior to any scheduled physical fitness incentive program.

Section 21.03 Incentive:

- (a)** Each employee who successfully completes the physical fitness incentive program as defined in Exhibit C with a time greater than seven (7) minutes up to and including eight (8) minutes will receive a \$250.00 annual stipend.
- (b)** Each employee who successfully completes the physical fitness incentive program as defined in Exhibit C with a time greater than six (6) minutes up to and including seven (7) minutes will receive a \$500.00 annual stipend.

1 (c) Each employee who successfully completes the physical fitness incentive program
2 as defined in Exhibit C with a time of six (6) minutes or less will receive a \$1,000.00
3 annual stipend.

4 (d) Each employee is only eligible for one stipend under this incentive program per
5 year.

6
7 **Article 22 - Duration/Bargaining Procedure**
8

9 **Section 22.01:** This agreement shall become effective as of January 1, 2026 and shall
10 remain in full force and effect to and including December 31, 2028. In the event a new agreement
11 is desired to take affect after the termination of this agreement, the party desiring to bargain a
12 successor agreement shall give written notice of its desire to commence negotiations on or before
13 July 1st of the year in which the agreement expires. Thereafter, the parties shall mutually agree to
14 a date to exchange proposals and commence bargaining. In the event a party desiring to bargain a
15 successor agreement fails to notify the other party by July 1st of the year in which the agreement
16 expires, this agreement shall automatically renew for a successive twelve (12) month period.
17

18 **Section 22.02:** The Union shall advise the Employer, in writing, of its duly chosen
19 representative from the bargaining unit for the purpose of conducting negotiations with respect to
20 wages, hours, and conditions of employment. Said representative will not be paid for attendance
21 at negotiation sessions unless said sessions are conducted during their scheduled work hours. If
22 such sessions are conducted during their scheduled work hours, the representative shall respond to
23 the needs of the Fire/EMS Department when needed.
24

25 Signed this ____ day of July, 2026.

City of Whitewater

IAFF Local 580

City Manager

**Justin Wiskie
President**

Fire Chief

**Jason Daskam
Local 580 Negotiating Representative**

Human Resources Manager

Seth Bennington
Negotiation Representative

Carl Strait
Negotiation Representative

1
2
3
4
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6

Appendix A

Wage Scale

	1/1/2025	7/1/2025		1/1/2026	7/1/2026	1/1/2027	7/1/2027	1/1/2028	7/1/2028
FF/EMT			Hire	17.961	18.230	18.503	18.781	19.063	19.349
	17.782	18.049	1	18.320	18.595	18.873	19.157	19.444	19.736
			2	18.686	18.966	19.251	19.540	19.833	20.131
			4	19.060	19.346	19.636	19.931	20.230	20.533
FF/AEMT			Hire	21.123	21.440	21.762	22.088	22.419	22.755
	20.914	21.228	1	21.546	21.869	22.197	22.530	22.867	23.210
			2	21.977	22.306	22.641	22.980	23.325	23.675
			4	22.416	22.752	23.094	23.440	23.792	24.148
			6	22.864	23.207	23.555	23.909	24.267	24.631
									**Only if FFII and EO
FF/Para			Hire	23.235	23.584	23.938	24.297	24.661	25.031
	23.005	23.350	1	23.700	24.055	24.417	24.783	25.154	25.532
			2	24.174	24.536	24.905	25.279	25.658	26.042
			4	24.657	25.027	25.403	25.784	26.171	26.563
			6	25.150	25.528	25.911	26.300	26.694	27.094
									**Only if FFII
Fire Insp FF/EMT			Hire	27.735	28.151	28.573	29.002	29.437	29.879
	27.460	27.872	1	28.289	28.714	29.145	29.582	30.026	30.476
			2	28.855	29.288	29.728	30.173	30.626	31.856
			4	29.432	29.874	30.322	30.777	31.239	31.707
			6	30.021	30.472	30.929	31.392	31.863	32.342

- Current employees shall be slotted into the wage chart above based upon their years of full-time service with the Whitewater Fire & EMS Department. Advancement to a higher step shall occur upon anniversary dates.
- Employees assigned as apparatus operators shall receive an additional \$1 per hour on their hour wage for the 24-hour shift.
- Employees assigned as shift leads shall receive an additional \$2 per hour on their hourly wage for the 24-hour shift.
- Employees hired without Firefighter I certification will begin at a rate that is 15% lower than the full licensure rate listed above and will work a schedule set by the Fire Chief.

1 Upon completion of Firefighter I certification, the employee will move to the appropriate
2 hire rate and will advance to the next step upon their anniversary date.

- 3 • To advance to the after 6 year rate, employees must be State Certified Firefighter II and
4 E.O. Certified.
 - 5 ○ ** State Certified Firefighter II and E.O. Certified. E.O. Certified means: The
6 employee must complete the full coursework for both the State of Wisconsin
7 Driver/Operator–Pumper (66 hours or the current state standard, whichever is
8 higher) and Driver/Operator–Aerial (36 hours or the current state standard,
9 whichever is higher) through a Wisconsin Technical College, and must achieve a
10 satisfactory grade in each.
- 11 • In the event the Fire Inspector performs shift work, other assigned duties, or fills
12 vacancies outside of their regular 40-hour schedule, then the Fire Inspector shall be paid
13 at the applicable 24-hour employee rate based on the inspector’s EMS qualifications for
14 those hours worked.
- 15 • For any full-time employee hired to serve as a firefighter/EMT prior to January 1, 2026,
16 those employees shall not suffer an hourly wage reduction based on the new wage
17 schedule. Example: A FF/EMT hired in 2025 makes 18.049 per hour. On January 1,
18 2026, that employee not having reached one year of service yet, would be paid 17.961 per
19 hour according to the City wage table. The reduction is about .09 cents per hour.
20 Annually, not accounting for overtime, the reduction is about \$260. The parties have
21 identified the following employees affected by this rule: Timothy Girard-FF/AEMT.
22 This Bullet shall evaporate from the collective bargaining agreement on January 1, 2027.
- 23 • **Lateral Entry**. A full-time employee qualified as a Firefighter/EMT (or FF/AEMT or
24 FF/Paramedic) at the time of hire who has prior full-time work experience as a dual
25 certified Firefighter/EMT (or FF/AEMT or FF/Paramedic) hired to the position of
26 FF/EMT, FF/AEMT or FF/Paramedic may, at the discretion of the City Manager receive
27 placement at a step above the start rate and not to exceed Step 4 based on the employee’s
28 prior years of full-time dual-certified service working within a career fire department and
29 thereafter proceed normally through the remaining steps (for example, an employee with
30 three years full-time experience is placed at Step 2. The employee would move to Step 4
31 at the completion of two full years of service) Nothing herein shall grant the employee
32 additional seniority or additional eligibility for any other benefits.

Appendix B

Uniform Items

Two (2) Short sleeved t-shirts

Two (2) Long sleeved t-shirts

One (1) Zippered job shirt or sweatshirt

One (1) Stocking cap

One (1) Cold weather jacket

Upon hire, employees shall be provided all uniforms listed above and up to a \$200 reimbursement for purchase of black or navy blue pants, black belt, and black closed toe shoes/boots.

Appendix C

Whitewater Fire/EMS Annual Physical Incentivized Test

General Standards

Each member will be timed while completing the test. Running is not allowed during any portion of the test except the hose drag station. Members will be given one warning for running during the entire test. A second warning for running will result in a termination of the test, and the member will need to restart the test from the beginning. A member will only have one opportunity to restart the test for running, and a third warning for running during the second test will result in a failure of the test. The member can stop to rest at any point during the test; however, the total time for the test will continue to elapse until all tests are completed. The decision as to whether the test has been completed satisfactorily shall be within the sole discretion of the Chief or the Chief's designee.

Required attire: a long or short sleeve shirt, long pants, closed-toe shoes, a 50-pound weighted vest, utility gloves, and a hard hat.

The test will be conducted on a safe, dry, and flat surface in reasonable environmental conditions as determined by the Fire Chief.

Station 1 Hose drag: Member will grab a nozzle attached to a dry 200-foot section of 1.75-inch hose and travel 75 feet before making a 90-degree turn and traveling an additional 25 feet before reaching a stop mark. The member will then pull 50 feet of hose hand over hand until the coupling crosses the stop mark. The member will then walk 85 feet to the next station.

Station 2 Equipment Carry: Two saws, of which both are currently in service on apparatus, will be placed on the ground at the starting point. The member will pick up the saws, one in each hand, and walk to a turnaround point 75 feet away, and then return 75 feet and place the saws back at the starting point for the station. The member will walk 85 feet to the next station.

Station 3 Ladder Climb: Each member will climb a 24-foot extension ladder that has been pre-extended and placed at a standard fire service ladder climbing angle of approximately 75 degrees. The ladder will be fully extended. The member will climb until their hands meet the marked area on the beam, even with the 4th rung from the top. The member will then descend. The member will walk 85 feet to the next station.

Station 4 Dummy Drag: Each member will drag the BullEX smart dummy (110 pounds) 35 feet to a designated turn around point, and back 35 feet to the starting area for that station. The test will conclude upon completion of Station 4.