VILLAGE OF MENOMONEE FALLS
NOTICE OF PUBLIC MEETING

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GENERAL GOVERNMENT COMMITTEE
Menomonee Falls Village Hall, Room 2245
W156N8480 Pilgrim Road, Menomonee Falls, WI
Monday, May 5, 2025, 6:00 p.m.

Note: Committee Chairpersons are asked to enter the date in which each item is to go before the Village Board (V.B.) when applicable.

1. Consideration of the Collective Bargaining Agreement effective January 1, 2025 to December 31, 2027 between the Village of Menomonee Falls and the International Association of Firefighters Local 3879.

V.B. Action 05/05/2025 V.B. Report _____ Hold in Committee ☐

2. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

Members of other Village committees, boards, commissions and authorities may attend and participate at this meeting, but will not take official action unless the notice so provides.

No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied benefits of the services, programs, or activities of the Village of Menomonee Falls, or be subject to discrimination by the Village. If you are disabled and require special accommodation, please advise the Village Clerk's Office at (262) 532-4200 no later than 5 days before the scheduled meeting or activity.

General Government Committee **1.**

Meeting Date:	05/05/2025
Topic:	Collective Bargaining Agreement with International Association of Firefighters
From:	Mark Fitzgerald, Village Manager
Department:	Administration
Presenter:	Village Manager
Date of Committee Action (if required):	05/05/2025
Date of Village Board Action (if required):	05/05/2025

Information

Subject:

Approval of Collective Bargaining Agreement effective January 1, 2025 to December 31, 2027 between the Village of Menomonee Falls and the International Association of Firefighters Local 3879.

Background Information:

Key Issues for Consideration:

Action By Committee or Village Board:

Attachments

Summary of Contract Changes

Contract between VMF and Local 3879 International Association of Firefighters

Village Board of Trustees

Collective Bargaining Agreement between the Village of Menomonee Falls and the Menomonee Falls Local 3879, International Association of Firefighters (IAFF)

May 5, 2025

Summary of Contract Changes

1. Three (3) year agreement – January 1, 2025 through December 31, 2027
2. Removed "Duration" paragraph on page 3 as this was also addressed in Article 25 of contract
3. Article 1 – Recognition – updated to include full-time paramedics
4. Article 6 Seniority – Section 1 – for probationary period, updated to include language that indicated paid time off shall count toward the number of hours worked unpaid leave for partial or full days shall not count.
5. Article 6 Seniority – Section 2 – Seniority list – updated to draw distinction for those hired prior to 12/31/2024. Included language indicating for individuals hired on the same date after January 1, 2025, seniority placement shall be determined by the Chief after consultation with the union.
6. Article 7 Hours – Section 1 – added language stating that employees will be allowed to bid for work reduction days within their shift and not more than one work reduction day per pay period. Work reduction day bidding will occur after vacation selection and the Chief has the ability to limit the number of work reduction shifts per work period. If two or more employees bid on same work reduction shift, then seniority prevails.
7. Article 7 Hours – Section 2 – add language stating employees may bid on shift assignments based on seniority. The Chief retains the ability to determine assignment eligibility based on needs and nothing prohibits the village from moving an employee from one shift to another shift. Employees shall be given reasonable notice of all shift assignment changes whether temporary or permanent, but advanced notice of shift change is not required for temporary shift changes for training purposes.
8. Article 7 – Section 5 – Removed language about fire chief assigning members to appropriate work shift given new language added in Section 2
9. Article 8 Overtime – Section 2 – added phone number at end of paragraph.
10. Article 8 Mandatory Overtime – Section 4 – A iii – added language stating bargaining unit members who are mandated for overtime must promptly respond with a confirmation that they received the mandate, per the sender's instructions.
11. Article 8 Mandatory Overtime – Section 4 – C – Paragraph 4 – modified for ¼ hour rounding
12. Article 9 Compensation – Section 3 – Paydays – modified language stating unless the pay date and cycle is modified by the village for all village employees, bargaining unit members will be paid bi-weekly every other Friday.

13. Article 10 Holidays – included language stating new hires to receive a prorated number of holiday hours off unless the full allotment is authorized by the Chief.
14. Article 11 Vacation – Section 3 Vacation Selection – changed Supervisor in paragraph 3 to Command Staff
15. Article 11 Vacation – Section 4 Number limited – changed the maximum number to three members off on vacation or two members off on vacation and one off on work reduction.
16. Article 11 Vacation - Section 6 Records – Removed this section as this is available in UKG for review
17. Article 12 Time trades – removed reference to appropriate form and modified language to state through departmental process. Notice must be submitted to shift commander for approval.
18. Article 13 Leaves of Absence – Section 4 Jury Duty – added language stating if an employee is dismissed from such jury or witness duty one or more hours prior to the end of the employee's regularly scheduled working hours, then the employee shall report to work for the balance of the working day unless alternative arrangements are authorized by the Chief.
19. Article 14 Sick Leave – Section 2 Accumulation – with system change to UKG, modified accrual to be an amount per 26 pay periods versus monthly accrual with same annual limit.
20. Article 16 Health, Dental, and Life Insurance – Section 1 – modified language to state Employees may participate in the health care plan(s) offered to Union members by the Village. The plan specifies eligibility requirements, enrollment procedures, coverage, and co-payment details. The Village has the sole right to select the health care plan, plan administrator, and plan design. Clarified enrolled members would be 10% of premium.
21. Article 17 – Retirement Fund Contributions – modified Village contribution to a bi-weekly pay period contribution that is a flat dollar amount that would increase based on across the board increase amounts versus a flat dollar plus a calculation of four tenths of the top step salary. This simplifies set up for UKG.
22. Article 18 – Time Off – clarified language for union to identify bargaining team members.
23. Article 19 – Clothing Allowance – Section 3 Upkeep – modified language to allow probationary employees to receive clothing allowance in the second pay period following the completion of probation. Effective January 1, 2026, employees will receive their annual clothing allowance in the month following their full-time anniversary date versus in December of the year for all. All full-time employees hired after August 1, 2023 through January 1, 2025 would receive a one-time payment of the allowance.
24. Article 20 – Education/Tuition Expense – replaced Assistant Fire Chief with Fire Chief
25. Article 20 – Education/Tuition Expense – Section 6, Paragraph A – added language spelling out procedure to calculate prorated portion.

26. Article 25 – Duration – updated for years of new contract.
27. Article 27 – Lateral Transfers – included references to firefighter/paramedic along with reference to probationary period in Article 6 Appendix A – Updated Wage Schedule for contract years
28. Appendix A – added language indicating only dual certified firefighter paramedics receive paramedic incentive.
29. Appendix A – updated Lieutenant incentive increases to 5%
30. Appendix B – includes reference to procedures in Section 6 for Education/Tuition Expense

CONTRACT BETWEEN

THE VILLAGE OF MENOMONEE FALLS

And

LOCAL 3879, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2025 - December 31, 2027

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AGREEMENT

This Agreement made and entered into by and between the Village of Menomonee Falls, Waukesha County, Wisconsin, a Municipal Corporation, hereinafter referred to as "Employer", and the Professional Firefighters of Menomonee Falls Local 3879 hereinafter referred to as "Association."

PREAMBLE

Whereas both parties are desirous of facilitating a peaceful adjustment of all grievances and disputes which may arise from time to time between the Employer and its employees for whom the association acts as the bargaining agent, the parties agree as follows:

A. Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and enter into an Agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.

B. This Agreement shall be binding on the parties.

C. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede ordinances and resolutions where there is a conflict with this Agreement.

D. Existing Benefits: The Employer intends to continue other authorized existing employee benefits affecting wages, hours and conditions of employment not specifically referred to or modified by this Agreement.

E. This Agreement shall be ratified by the Village Trustees.

ARTICLE 1

RECOGNITION

The Employer recognizes the Association as the exclusive collective bargaining agent for all full-time firefighters and full-time paramedics employed by the Village working 40 hours or more per week, excluding supervisory, managerial and custodial employees.

ARTICLE 2

NO STRIKE - NO LOCKOUT

SECTION 1. NO STRIKE. The Association affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or to participate in such strike. However, the Association shall not be held responsible for the independent actions of any Association members provided it exerts its best efforts to prevent such actions.

SECTION 2. NO LOCKOUT. The Employer agrees that there shall be no lockout of the employees covered by this Agreement.

ARTICLE 3

DISCRIMINATION

It is mutually agreed that there shall be no coercion, intimidation or discrimination by the Employer or the Union against any employee because of membership or non-membership in the Union. The Employer and the Union agree not to discriminate against any employee for any reason prohibited by applicable Village, State and/or Federal laws. Any dispute related to this article shall be resolved through the resolution procedures provided in this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

The normal functions of management and the direction of working forces including, but not limited to, the hiring of employees, suspending, discharging, or otherwise disciplining of employees, establishing reasonable rules and regulations, scheduling of work, the determination of methods and means of operations, and the control and regulation and use of all equipment are exclusive functions of the Employer; provided, however, that in the exercise of such functions the Employer shall observe the provisions of this Agreement and applicable State and local laws.

ARTICLE 5

DUES

VOLUNTARY DUES DEDUCTION

Membership in the Association is not required. Employees have the right to join, not join, maintain or drop their membership in the Association as they see fit subject to certain limitations set forth herein. Neither party shall exert undue pressure on or discriminate against any employee in regard to these matters.

The Employer shall deduct, biweekly, dues and assessments, in an amount certified by the Secretary-Treasurer of the Association from the pay of those employees who have individually and voluntarily signed an authorized payroll deduction card. The Village will make the deduction on the first full payroll following receipt of the payroll deduction card signed by the employee. The total amount of deductions shall be remitted via direct deposit within 10 days of the deduction to the Association's designated account. Deductions may be terminated by the employee filing written notice with the Village and the Association at feast thirty (30) days prior to the first paycheck from which the deductions will not be made.

The Employer shall not be liable to the Association, employees, 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 deductions from the employees' wages to the Association under this Article.

The Employer also agrees to deduct, biweekly, contributions to the Association's designated political action committee from an employee's wages and transmit the same directly to the Association. The Village will make the deduction on the first full payroll following receipt of a written authorization signed by the employee. Any employee contributions to the Association's political action committee shall be transmitted by separate check to the Association. An employee may revoke such authorization at any time, upon written request to the Village.

ARTICLE 6

SENIORITY

SECTION 1. PROBATIONARY PERIOD. New employees shall be on a probationary status for a period of 365 calendar days. If still employed after such date, seniority shall date from the first date of fulltime employment with the Fire Department. For purposes of calculating exhaustion of the probationary period only, paid time off shall count toward the number of hours worked, but unpaid leave for partial or full shifts shall not count. Probationary periods may be extended by mutual agreement between the Association and the Employer.

SECTION 2. SENIORITY LIST. The Employer shall prepare and maintain an up-to-date master seniority list of all bargaining unit members. Seniority shall be determined by continuous full-time service in the Fire Department. Such list shall be kept up-to-date and posted on department bulletin boards. If a situation arises where two employees have the same length of service, the person with the higher rank will be considered senior. In the event the individuals have the same rank, seniority will be determined by initial test scores for employees hired prior to December 31, 2024. For individuals hired on the same date after January 1, 2025, seniority placement shall be determined by the Chief after consultation with the Union.

SECTION 3. LOSS OF SENIORITY AND TERMINATION. An employee shall lose his/her seniority rights for the following reasons only:

A. If he/she resigns.

B. If he/she has been dismissed and not reinstated.

C. If he/she had been on laid-off status in excess of two (2) years.

D. If he/she retires on regular service retirement.

SECTION 4. RETENTION OF SENIORITY. For the purpose of sick leave, retirement, health, dental and life insurance, an employee's eligibility shall continue if transferred from one department of the Employer to the Fire Department. With respect to vacation, such transferring employees should be entitled to an amount of vacation based on his/her continuous employment with the Employer, but vacation scheduling/ preferences shall be based on continuous full time service in the Fire Department during which time that position is represented by IAFF Local 3879.

SECTION 5. FIRE LIEUTENANT. The position of Fire Lieutenant will be instituted, with a salary as listed in Appendix A. Full-time members will be eligible to be considered for this position under current department promotional policies.

SECTION 6. STUDENT PRECEPTING. Effective January 1, 2024, employees assigned by the Fire Chief, or designee, to precept EMS students authorized to ride along in order to meet with requirements of a technical college program or equivalent shall be paid an additional $1.50 per hour for the hours spent precepting.

ARTICLE 7

HOURS

SECTION 1. The workday (duty day) for the bargaining unit members shall consist of a twenty-four (24) hour day starting at 0700 hour and ending at 0700 hours the following day. The normal workweek shall average fifty-six (56) hours per week with a three (3) shift system under the procedure of the "California Plan", work 24 hours - off 24 hours - work 24 hours - off 24 hours - work 24 hours - off 96 hours. The work period shall consist of twenty-eight consecutive days.

Shift personnel shall be assigned a work reduction allotment of eight (8) twenty-four (24) hour work days known as "Kelly Days". This brings the workweek average to fifty-three (53) hours. The work reduction allotment is intended to fully satisfy the requirements of the Fair Labor Standards Act (FLSA) and shall be assigned by the employer equally spaced throughout the year. Employees shall bid within their shift for the employee's work reduction shift based on a schedule prepared by the Chief of available days and depending on whether the work reduction shift falls within an eligible work period for that employee (maximum of one work reduction shift per work period). The Chief may limit the number of work reduction shifts per work period. This work reduction day bidding shall be completed before vacation selection and after the shift bid selection has occurred. If two or more employees bid for the same work reduction shift, then seniority shall prevail as the basis for selection provided employees with necessary qualifications remain scheduled to work.

SECTION 2. Employees shall be permitted to bid for shift assignments based on seniority. The Chief retains all authority to set assignment eligibility based on the needs of the Village. Nothing herein prohibits the Village from moving an employee from one shift to another shift. Temporary changes in schedule assignments may be made to assure that no schedule assignment has more than one employee than another schedule assignment. In no event will a temporary change be made if it would result in no employee being assigned to a given schedule assignment. A bargaining unit member shall be given reasonable notice of all shift assignment changes, whether temporary or permanent. Temporary shift changes for training purposes do not require such advanced notice and may be made by agreement between the employee and the Fire Chief or his/her designee.

SECTION 3. Bargaining unit members shalt be allowed to switch working days in accordance with the Time Trade Provision (Article 12) of this Agreement.

SECTION 4. Bargaining unit member shall have a one hour paid lunch which shall commence as near as reasonably practicable to 1200 hours. If the lunch or dinner period is interrupted by a call, such lunch period can be taken at another non-standby time that day.

Standby duties shall be performed 0730 -0800 hours and from 1700 hour to 0630 hours the following day.

The following days shall be considered as Standby time from 0730 - 0800 and 0930 - 0630 hours the following day. New Year's Eve, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

When on standby, bargaining unit members shall respond to calls, restore equipment, apparatus, and personnel to a state of readiness after a call, perform emergency duties and participate in training. No training will be started after 2100. Bargaining unit members will also be required to participate in any scheduled Village or department sanctioned events during standby time.

SECTION 5. SHIFT SELECTION. Members shall be assigned to their perspective work shift no later than the October 1st of the previous year.

ARTICLE 8

OVERTIME

SECTION 1. Any time worked outside of regularly scheduled hours will be paid on an overtime basis.

SECTION 2. Scheduled overtime shall be offered to all personnel not currently scheduled for that shift by e-mail and phone call or text message, at the discretion of the Fire Chief. It is incumbent upon bargaining unit members to supply a current personal email and cell phone number.

There are two types of overtime; voluntary and mandatory. The process for each is as follows:

SECTION 3. VOLUNTARY OVERTIME. Overtime present at the creation of the following month's schedule shall be offered to all members no less than 10 days prior to the start of that month.

i. Members shall be allowed no less than 6 hours to respond to this voluntary overtime offering via email reply, or per the senders' instructions.

ii. The voluntary overtime shall be awarded to the most senior member with the needed certifications contacting the requester when that time expires.

iii. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.

B. Newly open shifts that arise after the schedule is created, but more than 7 days prior to the open shift, shall be offered to all members.

i. Members shall be allowed no less than 1 hour to respond to this voluntary overtime offering via email reply, or per the senders' instructions.

ii. The voluntary overtime shall be awarded to the most senior member with the needed certifications contacting the requester when that time expires.

iii. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.

C. Newly open shifts that arise after the schedule is created, but 7 days or less AND 12 or more hours prior to the open shift, shall be offered to all members.

i. Members shall be allowed no less than 1 hour to respond to this voluntary overtime offering via email reply, or per the senders' instructions.

ii. The voluntary overtime shall be awarded to the most senior member with the needed certifications contacting the requester when that time expires.

iii. The member who is awarded the shift shall be moved to the bottom of appropriate mandate list, the same as if they were mandated.

iv. Shifts that remain unfilled after this process shall be filled by assigned mandatary overtime.

D. Newly open shifts that arise after the schedule is created, but less than 12 hours from the start of the shift shall be offered to all members.

i. The voluntary overtime shall be awarded to a member with the needed certifications on a first-come first-serve basis.

ii. The member who is awarded the shift shall be moved to the bottom of appropriate mandate list, the same as if they were mandated.

iii. Shifts that remain unfilled after this process shall be filled by assigned mandatory overtime.

SECTION 4. MANDATORY OVERTIME.

A. When no eligible members have responded to a voluntary overtime offering, mandatory overtime shall be assigned to members with the needed certifications who are not currently scheduled to work that shift. Members on vacation, trade or Prime Vacation may not be mandated. When a member is mandated, the shift becomes their responsibility.

i. At the time the initial monthly schedule is created, everyone is eligible to be mandated. Notification of overtime shift assignment shall be by department and personal emails.

ii. The schedule will be completed and published no less than 10 days prior to the start of the month. Station assignments may be made at a later date.

iii. After publication of the schedule, only members who are scheduled to work between the time of the offering and the open shift shall be considered eligible for mandatory overtime. Notification for assignment of this overtime shall be by department email and phone call. Bargaining unit members mandated for overtime must promptly respond with a confirmation that they received the mandate, per the sender's reasonable instructions.

iv. A member who has been mandated may give away the shift to another member who holds the required certifications.

B. Mandatory overtime shall be assigned based on two independent, rotating lists with each starting with the least senior member and ending with the most senior member.

i. Long-Term Mandatory Overtime List

This list shall be used for overtime offered more than 7 days prior to the shift opening.

ii. Short-Term Mandatory Overtime List

This list shall be used for overtime offered 7 days or less prior to the open shift.

C. In all cases, shifts shall be filled in chronological order starting with the first open shift. Each time a shift is filled the mandated member shall be moved to the bottom of list.

This shall be repeated until all of the currently open shifts are filled. Once the currently open shifts are filled, all members shall be notified by department email of the updated mandate order. Both rotating lists shall reset on January 1st of each year.

Employees called back to duty for emergency incidents shall be paid a minimum of two hours. Overtime shall be paid in 15-minute increments, rounded to the nearest ¼ hour, at one and one half (1-1/2) times employees' normal rate of pay.

In the event that there is a large-scale incident the fire department will do a call back. All available employees are expected to respond to their assigned station or the station where their gear is being stored whenever they receive a call back notification.

ARTICLE 9

COMPENSATION

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

SECTION 2. STEP INCREMENTS. Employees will move from the minimum step in the pay range to the maximum step in the pay range in annual increments from the date of appointment.

SECTION 3. PAYDAYS. Unless the pay date and cycle is modified by the Village for all Village employees, bargaining unit members shall be paid bi-weekly, every other Friday. If Friday is a legal holiday so designated by the Employer, then the payday shalt be on the day preceding.

SECTION 4. DIRECT DEPOSIT. All pay will be deposited electronically into an account at a financial institution designated by the employee.

ARTICLE 10

HOLIDAYS

Employees working 53 hours per week shall receive 120 hours of time off in lieu of holidays. This time off shall be selected the same way and at the same time as vacations as provided in Article 11. New hires receive a prorated number of holiday hours of time off unless the full allotment is authorized by the Chief.

ARTICLE 11

VACATIONS

SECTION 1. DAYS OFF. Effective January 1, 2024, employees shall receive the following amount of time off per year for vacations.

Less than one year of service Prorated*

1 year of service – 3 – 24 hour workdays, which is 72 hours

2 years of service – 6 – 24 hour workdays, which is 144 hours

5 years of service – 7 – 24 hour workdays, which is 168 hours

7 years of service – 8 – 24 hour workdays, which is 192 hours

9 years of service – 9 – 24 hour workdays, which is 216 hours

15 years of service – 12 – 24 hour workdays, which is 288 hours

20 years of service – 15 – 24 hour workdays, which is 360 hours

At management's discretion, new hires may receive credit toward their vacation allotment for years of service with another employer. When this occurs, the new employee shall be placed on the vacation schedule and shall earn vacation consistent with that schedule after being given credit for prior years of service.

SECTION 2. PRIME VACATION.

At the time of initial vacation selection, each member shall be allowed to select up to 14 consecutive days each year that are considered Prime Vacation. Prime Vacation shall consist of paid vacation days, work reduction days, and regularly scheduled off days. Prime Vacation shall not contain regularly scheduled work days or trades received.

Within each rotation (blue, green, red), multiple members' Prime Vacation shall not overlap. Prime Vacation may not be moved after selection.

If a member moves vacation days from within their Prime Vacation, the duration of the Prime Vacation will be reduced to only the range of days that contain paid vacation days, work reduction days, and regularly scheduled off days.

Members may voluntarily pick up overtime or trade given shifts within their Prime Vacation without affecting the duration of the Prime Vacation.

SECTION 3. VACATION SELECTION. The Fire Chief or his/her designee shall make a vacation schedule and notice of proposed shift changes available for employees on or before October 1st, of each year in order that vacations for the following year may be chosen by members prior to December 1st, of the same year. Bargaining unit members shall be entitled to preference of selections strictly by seniority and regardless of rank. Selection of vacation shall be by seniority within each shift. Each round of selections starts with the most senior person and moves down the seniority list. When the end of the list is reached, the next round starts over with the most senior person.

Vacation must be selected in complete three-day work cycles for the first two (2) cycles. A maximum of one three-day work cycle can be selected per round of vacation selection for the first two rounds. Cycles continuing after the first two rounds can consist of 1-3 day blocks. Employees will be able to only pick, or change in whole days. Any employee with a balance of less than 24 hours at the end of a calendar year will be paid out for their unused vacation on the first paycheck in February.

Vacation change requests must be submitted for approval no later than the 15th day of the month prior to requested vacation day. (e.g. by November 15th for December 31st vacation). All vacation must be approved in advance by Command Staff. This advanced notice must be given for any vacation regardless of the vacation selection process, If requests are received before the 15th day of the month prior to requested vacation day, it shall be management's responsibility to fill the shift. If requests are received after the 15th day of the month prior to requested vacation day, it shall be the employee's responsibility to fill the shift with another employee.

SECTION 4. NUMBER LIMITED. Bargaining unit members shall be considered separate from other Fire Department employees with regard to vacation selection with the restriction of a maximum number of three bargaining unit members off on vacation or two members off on vacation and one off on work reduction on any given day.

SECTION 5. VACATION PROVISIONS. Vacations must be taken between each January 1 and December 31 and cannot be carried over to the following or subsequent years. Vacation taken before the full amount has been earned shall be considered time owed the Employer until it is earned. Any employee who leaves the service of the Fire Department will have the compensation for vacation time owed the Employer deducted from the final payrolls. Any employees who leave the service of the Employer after the probationary period will be compensated for earned vacation time that has accumulated.

ARTICLE 12

TIME TRADES

Members of the Department shall be allowed to exchange tours of duty provided they give prior written notice through the Department process. Notice must be submitted to the Shift Commander for approval. Responsibility for the exchanged tour of duty shall be with the replacement employee. Employees shall trade shifts only with other employees of like abilities (Firefighter, EMT, Driver/Operator), Trades shall not result in the payment of overtime. It is the responsibility of the employee working the trade to ensure that the position is filled. No trade shall be unreasonably denied.

ARTICLE 13

LEAVES OF ABSENCE

SECTION 1. PERSONAL. An employee who wishes to obtain an unpaid leave of absence for any reason other than sick leave, FM LA leave, funerals, jury duty or any other reason not specifically provided for in this Agreement, must make application for such leave of absence to the Fire Chief or his/her designee. Whenever possible, all requests for leave shalt be made in writing at least fifteen (15) days prior to the start of the leave. No such leave will be granted unless all paid leave has been used by the employee. No leave shall be granted for the purpose of seeking other employment.

The term "other employment" shall not include election to federal, state, county or municipal office. If granted, such leave shall not exceed sixty (60) days unless extended by mutual agreement of the Fire

Chief or his/her designee and the Association and all such leave shall be at the sole discretion of the Fire Chief or his/her designee.

SECTION 2. ARMED FORCES. An employee who is called to service and must be away from work to fulfill this service for a period of two (2) weeks or less shall receive the difference between the military base pay and his/her regular salary. An employee may request this time be taken as vacation earned and receive his/her regular pay and may keep all earned military pay. While on temporary active duty all benefits provided by the Employer remain in effect. The employee may choose to receive his/her regular paycheck and turn all military pay over to the Employer or have his/her regular paycheck reduced by the amount received for the military service. In either instance, the employee must furnish a statement of earnings to the Employer.

Military duty terms in excess of two (2) weeks will be handled in accordance with the Leave of Absence policy and applicable law. The Employer shall continue health, dental, and life insurance coverage for full-time employees ordered to active duty and military service for a period not to exceed twelve (12) months.

SECTION 3. FUNERAL LEAVE.

A. **Time Off.** When death occurs in an employee's immediate family, the employee will be compensated for the time actually lost from his/her regularly scheduled work. An employee will be granted up to a maximum of three (3) consecutive days off beginning with the day after the death, or if requested by the employee with the day of death, and ending with the day of the funeral.

B. **Immediate Family Defined.** Immediate family is defined as spouse, child, mother, father, brother, sister, stepbrother, stepsister, father-in-law, mother-in-law, stepmother stepfather, stepchild, and grandparents. In the case of the death of any other family member, the employee shalt be granted paid funeral leave of one scheduled working day on the day of the funeral.

C. **Evidence Requested.** The Employer may request evidence of death, the employee's relationship, and the employee's attendance at the funeral.

D. **Report.** An employee using funeral leave must complete a funeral leave report. Time lost from work as a result of a funeral leave will be paid at the employee's regular straight time rate of pay.

SECTION 4. JURY DUTY. Employees shall be granted time off with full pay for reporting for jury duty or for jury duty service upon presentation of satisfactory evidence relating to this call of duty. This shall also apply to an employee who has been subpoenaed as a witness as a result of his/her employment by the Fire Department. If an employee is dismissed from such jury or witness duty one or more hours prior to the end of the employee's regularly scheduled working hours, then the employee shall report to work for the balance of the working day unless alternative arrangements are authorized by the Chief.

Any compensation received for such jury duty exclusive of travel pay and meals shall be turned over to the Employer. However, if jury duty occurs on a regularly scheduled off day, all compensation shall remain with the employee.

ARTICLE 14

SICK LEAVE

SECTION 1. DEFINED. Sick leave shall be defined for the purpose of this Agreement as absence from duty by a firefighter due to illness, disability, or exclusion from employment because of exposure to a contagious disease. Sick leave, with pay, may be permitted upon receipt of evidence satisfactory to the Fire Chief or his/her designee. Up to twenty-four (24) hours of sick leave per year can be used for illness to the immediate family (husband/wife, registered domestic partner, and children).

SECTION 2. ACCUMULATION. At the time of employment, a full-time employee (53 hours per week) begins to accumulate sick leave benefits per pay period, at a rate equal to 216 hours of sick leave annually divided by 26 pay periods when the employee is in full paid status or during authorized unpaid military leave for that pay period, but not to exceed 216 sick leave hours per year. Sick leave can be accumulated to an unlimited amount. Sick leave is credited at the first pay period following the pay period in which it is earned. Sick leave may not be used until it is earned.

SECTION 3. RETIREMENT. Each firefighter, upon retirement from the Fire Department under the provisions of the Wisconsin Retirement System, or in the event of death while an active employee, shall be paid by the Employer for alt unused sick leave then credited to him or her, not exceeding one thousand fifty-six (1,056) hours at the employee's hourly wage rate at retirement or death.

ARTICLE 15

WORKERS' COMPENSATION

SECTION 1. COVERAGE. Employees are entitled to Workers' Compensation coverage. An employee who is absent due to injury or illness caused during the course of his/her duties shall receive his/her regular wages during his/her absence. He/she shah receive his/her regular wage for a period of twelve (12) months only, and thereafter the employee shall receive compensation in accordance with the Wisconsin Workers' Compensation Act. In case of absence due to injury or illness which entitles the employee to Workers' Compensation, the employee will receive the difference between their Workers' Compensation payments and their regular pay for a period not to exceed one (1) year. The total Wisconsin Retirement Fund contribution shall be made on the basis of the employee's total compensation.

SECTION 2. LIGHT DUTY.

A. **Assignments.** Employees who have been injured on duty may be assigned to temporary light duty subject to the limitations resulting from the injury. Either the Employer or the Employee may request a medical certification to clarify the nature of work which the employee is able to perform. Work assigned as light duty shall be work normally performed by fire department personnel unless the employee agrees to work for Village departments other than the fire department. This work may be performed at those times and in those places appropriate for the nature of the work. The work week will consist of four (4) ten (10) hour days or five (5) eight (8) hour days, Monday through Friday, with 1/2 hour unpaid lunch, depending on the needs of the Department. The member will work with management to determine which four days the member will work. It is understood that all time worked will be productive time with the exception of the 30 (thirty) minute lunch. An employee on light duty shall not have any benefits

or pay diminished in any way and shall be scheduled at the discretion of the Fire Chief or his/her designee.

B. **Duration.** Light duty assignments shall not exceed one year in duration and are intended for those situations where there is a medical likelihood of return to full duty within one (1) year.

ARTICLE 16

HEALTH, DENTAL AND LIFE INSURANCE

SECTION 1. HEALTH INSURANCE. Employees may participate in the health care plan(s) offered to Union members by the Village. The plan specifies eligibility requirements, enrollment procedures, coverage, and co-payment details. The Village has the sole right to select the health care plan, plan administrator, and plan design.

Employees enrolling in the plan will pay 10% per month toward the respective employee premium, based on the actual monthly premium costs of the insurance.

A. It is the employee's responsibility to notify the Department of Administrative Services of any changes in family status for insurance purposes, including changing from family to single coverage or vice versa, within thirty (30) days of the change. Any additional costs, due to the employee's failure to notify the Village of such a change, shall be the employee's responsibility.

B. In the event that two married individuals are both employed by the Village, and eligible for coverage under the same policy, the two employees will be entitled to a maximum of one (1) family insurance plan. In the event that either employee should die, the remaining employee, if still employed by the Village, shall continue to receive the applicable coverage (family or single). If a husband and wife should divorce, both employees would be entitled to the applicable coverage (family or single).

SECTION 2. DENTAL INSURANCE. The Employer agrees to pay the entire premium of a dental insurance policy.

SECTION 3. LIFE INSURANCE. The Employer agrees to provide life insurance pursuant to the Wisconsin Retirement Life Insurance Program.

SECTION 4. 125 PLAN. The Employer shall provide an Internal Revenue Code, Section 125(b) plan for employees to participate in. The Village will provide a debit card for Section 125 transactions when and if such a card is offered at no additional cost to the Village.

SECTION 5. Effective January 1, 2005, the Village will provide an annual benefit of Fifty Dollars ($50.00) per person to a maximum of Two Hundred Dollars ($200.00) per family towards health club memberships.

SECTION 6. Until the month the retiree becomes Medicare eligible, a retiree may, following retirement, at his/her option, remain in the Village Health and/or Dental insurance program, single or family, with the retiree paying the entire cost.

ARTICLE 17

RETIREMENT FUND CONTRIBUTIONS

Each bargaining unit member shall pay a portion of the contribution required by the Wisconsin Retirement System equal to that required of general municipal employees. This provision will take effect the first pay period of 2014 and remain in effect for the entire term of the agreement.

Effective January 1, 2025, the Village shall contribute $15.02 per biweekly pay period to each employee's VEBA account provided the employee is in full paid status. This contribution amount shall adjust based on across the board wage adjustments for the bargaining unit applicable to the pay period when the across the board adjustment occurs. Payments will be paid to the administrator designated by the Union. The Village's sole obligation regarding the Plan shall be to forward the contributions as described above. The Village shall have no liability to any person relating to the Plan except for its obligation to forward the contributions as described above.

ARTICLE 18

TIME OFF

The Union shall identify one duly elected officer and/or delegate per shift who may attend collective bargaining with the Employer during the employee's working hours. Other employees who attend must arrange for use of time off.

ARTICLE 19

CLOTHING ALLOWANCE

SECTION 1. SAFETY EQUIPMENT REQUIRED. The employer shall furnish proper safety equipment as required by Wis. Adm. Code 30.11(1-3).

SECTION 2. UNIFORMS/EQUIPMENT PROVIDED. The employer shall provide one (1) each summer and winter Class B shirts, three (3) pairs of pants, one (1) tie, two (2) short sleeve polo shirts, two (2) long sleeve t-shirts, two (2) short-sleeve shirts, and two (2) long sleeve polo shirts (one long sleeve can be substituted with one job shirt), and one department approved uniform jacket. The employer shall make a good faith effort to confer with the union on any uniform changes. Replacement safety equipment and uniforms damaged in the line of duty will be provided by the Employer.

SECTION 3. UPKEEP. In addition to Section 1 and Section 2, the Employer shall provide each employee $420.00 for replacement of uniform parts, damaged through normal wear and tear, or aging, cleaning and upkeep of uniforms and purchase of ancillary items on an annual basis. This payment will be received by the employee by the first full pay period in December each year. Probationary employees shall be eligible for this payment after the employee completes his/her probationary period and paid by the second full pay period after completion of probation, but shall not be eligible for the December payment. Effective January 1, 2026, the following language shall replace the above-referenced language of this Section: In addition to Sections 1 and 2, the Employer shall provide each employee $420.00 for replacement of uniform parts, damaged through normal wear and tear, or aging, cleaning and upkeep of uniforms and purchase of ancillary items on an annual basis. This payment will be received by the employee on a full pay period the month following completion of the employee's full-time anniversary date. Full-time members hired between August 1, 2023 and the effective date (January 1, 2025) of this Agreement will receive a one-time payment of $420.00.

ARTICLE 20

EDUCATION/TUITION EXPENSE

SECTION 1. REIMBURSEMENT LIMITS.

A. Employees shall be eligible for reimbursement of up to $1,250.00 in education/tuition expenses per year.

B. This $1,250.00 may be used for expenses related to courses that do not supply a license, grade, or certification (e.g., continuing education, conferences, and other educational opportunities that relate to the employee's job) if the training is preapproved by the Fire Chief or designee.

C. Only actual costs incurred by the employer shall count against this dollar limit.

D. If the employer elects to send an employee to a course, the costs associated with the course will not be counted towards the reimbursement dollar limit.

SECTION 2. AREAS OF STUDY ELIGIBLE FOR REIMBURSEMENT.

A. Courses that pertain to the employee's job in the Fire/EMS service.

B. Courses that are not specifically related to the fire service if the employee is enrolled in an Associates, Bachelors, or Masters Degree program in a field related to the fire service and the course is a requirement far that degree program.

C. Continuing education, conferences and other educational opportunities that relate to the employee's job.

SECTION 3. PRE-APPROVAL AND REGISTRATION.

A. To be eligible for reimbursement for education/tuition expenses, the employee must notify the employer in writing a minimum of seven (7) days prior to registering for the class.

B. Approval for reimbursement eligibility shall be in writing from the Fire Chief or designee.

C. If the employer can enroll an employee in a course and thereby eliminate the need for the employee to prepay for the course, then the employer will do so.

SECTION 4. REIMBURSEMENT CRITERIA.

A. Course Fees

i. Degree courses must be completed with credit earned to be eligible for reimbursement.

a. If the course supplies a grade, the employee must obtain a "C" or better.

b. If the course is only offered in “Pass/Fail” format, the employee must “Pass” the course.

c. Reimbursement will be made to the employee after a written transcript, grade report or similar documentation is provided to the employer.

ii. Courses that lead to certification will be eligible for reimbursement provided that proof of certification is submitted to the employer.

iii. Courses that lead to a license will be eligible for reimbursement provided that proof of licensure is submitted to the employer.

iv. Courses that lead to both certification and a license will be eligible for reimbursement provided that proof of certification and licensure are submitted to the employer.

v. Courses that do not supply a license, grade, or certification (e.g., continuing education, conferences, and other educational opportunities that relate to the employee’s job) will be eligible for reimbursement provided that the employee attends the course and submits proof of payment (receipt, canceled check, invoice marked paid, etc.)

SECTION 5. MATERIALS FEES.

A. Books or other materials shall be turned in to the employer to be eligible for reimbursement.

B. The employee may opt to retain the books or course materials in lieu of reimbursement.

SECTION 6. SERVICE COMMITMENT AGREEMENT.

A. Employees who leave employment shall reimburse the employer for a prorated portion of the education/tuition expenses received during the preceding three (3) years. The final amount due shall be prorated based on the total length of service subsequent to the termination of employment. This prorated portion shall be calculated by reducing the amount under a sliding scale by 1/36 for each full month of service completed since the cost was paid during each month of employment with the Village. Any unpaid leaves of absence(s) from work shall not count as a full month. The Association and Village agree the Village may deduct any amounts owed to the Village from any final paychecks of the employee provided the employee receives payment for all statutory overtime and minimum wage owed. The Village and employee shall undertake a good faith effort to establish a repayment plan for an employee owing additional amounts beyond the amounts recouped from the employee’s final paychecks provided all such payments are made to the Village within 180 days of the last date of employment.

B. Employees shall complete a “Service Commitment Agreement” to gain reimbursement (See Appendix B).

C. For classes that the State of Wisconsin or other entity reimburses the employer:

i. The employee shall complete the “Service Commitment Agreement” prior to registration.

ii. If the employee does not successfully complete the class and the employer is billed for the course, the employee shall reimburse the employer for the actual costs incurred by the employer.

iii. If the employer requires the employee to attend the course the employee shall not be required to complete the "Service Commitment Agreement."

ARTICLE 21

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE PROCESS. Any dispute relative to the interpretation or application of this Agreement which may arise between the Employer and employee or the Employer and the Association shall be handled as follows.

A. The grievance process must be initiated within fifteen (15) calendar days of the incident or within fifteen (15) fifteen calendar days of the grievant being aware of the incident. Any grievance not reported or filed within the time limits set forth above shall be invalid and shall not be processed further through the grievance procedure.

B. Any employee shall process his or her grievance as outlined in this Article, and shall have the right to representation by the Association in conferences with the Employer.

Step 1. The grievant shall present the grievance, in writing, to his/her immediate management supervisor. Within fifteen (15) calendar days the supervisor or the person with the authority to resolve the grievance shall state his or her position in writing to the grievant. Within fifteen (15) calendar days after receipt of the supervisor's statement, the grievant may appeal the decision to Step 2. If the grievant fails to do so, the matter shall be considered resolved by all parties.

Step 2. The grievance shall be presented in writing to the Fire Chief or his/her designee. Within fifteen (15) calendar days, the Chief shall state his or her position in writing to the grievant. Within fifteen (15) calendar days after receipt of the Fire Chief' or his/her designee's statement, the grievant may process his or her grievance as outlined in Step 3 or the matter shall be considered resolved by all parties.

Step 3. In the event the parties are unable to settle a grievance in Step 2, the grievance may be submitted to the Wisconsin Employment Relations Commission (WERC) and request a member of the WERC staff be appointed to resolve the grievance. Any decision issued by the Commission within its jurisdiction, shall be final and binding on both parties.

SECTION 2. EXCLUSIONS. Matters reserved to the jurisdiction of the Fire Chief or his/her designee and the Police and Fire Commission pursuant to Section 62.13 Wisconsin Statutes are excluded from the provisions of this Article.

ARTICLE 22

NO OTHER AGREEMENT

The Employer agrees not to enter into any other Agreement, written or verbal, with bargaining unit personnel, individually or collectively, which in any way conflicts with the provisions of this Agreement, or usurps the Association's representative function.

ARTICLE 23

SAVINGS CLAUSE

If any Article or Section of this Agreement, or any addendum, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained or broadened by operation of law or any such tribunal, the remainder of this Agreement and addenda shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Section.

ARTICLE 24

WAIVERS

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of 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, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 25

DURATION

This Agreement shall become effective January 1, 2025, and shall remain in effect through December 31, 2027. In the event the Agreement is not reached for renewal of the contract by that date, the existing terms and conditions shall continue to apply until a new Agreement is executed. Either party wishing to amend the Agreement shall notify the other party no later than September 1st of the last year of the Agreement. Thereafter the parties shall mutually agree to a date to exchange proposals and commence bargaining. If neither party gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

ARTICLE 26

BULLETIN BOARD

The Village agrees to provide a bulletin board (or space set aside on a current bulletin board) at each of the fire stations in the Village. The bulletin boards shall be used by the Association for notices of Association business and other information relating to the welfare of Association members. The space available shall be a minimum of 24 inches by 24 inches. Upon request from the Village, the Association shall promptly remove from such bulletin boards any other material. The Village will retain ownership of any bulletin boards used by the Association.

MEETING ROOMS

The Village agrees to allow the use of meeting rooms during standby time within the Fire Department buildings for Association meetings provided the room is not scheduled for usage by anyone else when the request is made. The Association agrees to provide at least seventy-two (72) hours advance notice for the use of a meeting room. There shall be no charge for the usage of these rooms and meetings shall be considered private and non- represented persons shall be allowed in the room while in use by the Association only by invitation. Department equipment, including, but not limited to, dry erase boards and video projects, shall be allowed to be used.

ARTICLE 27

LATERAL TRANSFERS

Lateral transfers allow for the opportunity to attract new members in a competitive employment market and to attract better candidates.

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

For purposes of this section, lateral transfers shall be defined as a Firefighter/EMT or Firefighter/Paramedic who have served on another fire department with a minimum of at least two years of full-time service.

Lateral transfers shall be evaluated for prior experience to determine pay rate consistent with Appendix A. Human Resources in consultation with the Fire Chief shall have the final determination for placement on the wage schedule.

Lateral transfers shall be considered probationary employees until they have completed the full probationary period identified in Article 6. At the end of such period, the lateral transfer employee will be placed on the seniority schedule consistent with their date of hire with the Department for purposes of picking time off and promotion.

Lateral transfers will also utilize their date of hire with the Department for all retirement and post-retirement benefits under this Agreement.

ARTICLE 28

SUCCESSOR AGREEMENT

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

Dated this _____ of _____, 2025.

VILLAGE OF MENOMONEE FALLS

By:_____
Village President

By:_____
Village Manager

By:_____
Fire Chief

LOCAL 3879, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

By_____
President

By_____
Vice-President

By_____

APPENDIX A

FIREFIGHTER/ EMT WAGE SCHEDULE

2025-27

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
3.0% INCREASE EFFECTIVE 3/1/2025							
Hourly Rate	$25.24	$27.08	$28.38	$29.73	$31.05	$32.37	$33.69
.5% INCREASE EFFECTIVE 12/1/2025							
Hourly Rate	$25.37	$27.22	$28.52	$29.88	$31.21	$32.53	$33.86
3.0% INCREASE EFFECTIVE 3/1/2026							
Hourly Rate	$26.13	$28.04	$29.38	$30.78	$32.15	$33.51	$34.88
.5% INCREASE EFFECTIVE 12/1/2026							
Hourly Rate	$26.26	$28.18	$29.53	$30.93	$32.31	$33.68	$35.05
2.0% INCREASE EFFECTIVE 3/1/2027							
Hourly Rate	$26.79	$28.74	$30.12	$31.55	$32.96	$34.35	$35.75
1.5% INCREASE EFFECTIVE 12/1/2027							
Hourly Rate	$27.19	$29.17	$30.57	$32.02	$33.45	$34.87	$36.29

Annual Pay based on 2,756 Hours.

A Fire Lieutenant who is temporarily assigned as an Acting Battalion Chief shall receive their base rate plus an additional $2.50/hour while acting in that capacity.

Dual-Certified Firefighter Paramedics to receive 5.0% above current pay step. Employees certified as paramedic but who are not dual-certified as fire certified and paramedic certified are not eligible.

Lieutenant pay is 4.0% above 3rd Year pay or current pay step, whichever is higher. Effective March 1, 2025, Lieutenant pay is 5.0% above 3rd Year pay or current pay step, whichever is higher.

Effective January 1, 2024, employees assigned by the Fire Chief, or designee, to precept EMS students authorized to ride along in order to meet with requirements of a technical college program or equivalent shall be paid an additional $1.50 per hour for the hours spent precepting.

APPENDIX B

SERVICE COMMITMENT AND PAYROLL DEDUCTION AGREEMENT

NAME _____ FD# _____
LAST FIRST

ADDRESS _____

CITY ST ZIP _____

PHONE# _____

Course Title	Location	Course Authority	Dates	Cost

TOTAL $ _____

Service Commitment & Payroll Deduction Agreement

The undersigned hereby agrees to reimburse the Menomonee Falls Fire Department through direct payroll or repayment plan for any reimbursement paid to me or on my behalf in the event I have not complied with Article 20 of the Collective Bargaining Agreement.

I understand I am personally obligated to the Village based on the terms of Article 20, Section 6 in effect at the time I signed this Service Commitment and Payroll Deduction Agreement.

_____ _____ _____
SSN Member signature Date

APPENDIX C
ADVANCED EMT OR PARAMEDIC LICENSURE

Employees hired on or after September 1, 2023, will not be required to have Advanced EMT or Paramedic licensure upon hire but shall be required to secure and maintain said licensure within 24 months of hire, as a condition of their continued employment. The Employer shall cover the costs associated with the course including tuition, books, and fees. No member enrolled in class shall be mandated to work overtime for the time period in which they are actually in class on any required day to fulfill this educational obligation. Notice of the employee's class schedule, or changes thereof, shall be provided to the employer at least fourteen (14) days prior to the class.

EMT LICENSING

All Department employees shall maintain their license as a State of Wisconsin EMT-Intermediate Technician (AEMT). The license will be required for all new employees. This requirement has been added to the employee job description.

The Department will:

1. Will pay in full all registration fees for the AEMT Transition, Paramedic, EMT-IT (AEMT), and EMT-Basic refresher classes.

2. The EMT-Basic/AEMT refresher classes will be scheduled by mutual agreement between the MFFD and WCTC to take place at Fire Station #3 while he/she is on duty and at straight time pay. Paramedic refreshers will be scheduled by MFFD when available at an acceptable neighboring location during duty time when available.

3. The WCTC instructor may vary from the schedule as needed. The instructor will schedule a lunch break that may be a "working lunch" if needed to accomplish the class goals.

4. Full-Time personnel attending the EMT-Basic/AEMT/paramedic refresher class outside of their regularly scheduled shift will be paid overtime for the actual class time. (Punch in immediately before class and punch out immediately after class.) Due to the class schedule, overtime is not evenly distributed between the blue, green, and red shifts and cannot be offered by seniority.

5. Every effort will be made to have on duty full-time personnel designated as the last station out for emergency calls.

6. The intent is to provide the best opportunity for Local 3879 members to take the refresher class at MFFD while on duty, eliminating the need to bank stand by time to be taken at a later date.

7. Local 3879 members who choose not to attend the EMT-Basic/AEMT refresher at the MFFD need to locate and schedule a refresher at an alternate date/time/location and attend on their own time. They will not be compensated for class time. Paramedics who choose not to attend the MFFD scheduled refresher will need to locate and schedule a refresher at an alternate date/time/location and attend on their own time. They will not be compensated for class time.

8. Not require that the employee sign a service commitment agreement for this training.

9. Not count the cost of the continuing education necessary to maintain the license towards the employee's educational reimbursement limits.

If the State of Wisconsin revises or increases the level of service, it is understood that the Employer shall have the option to meet the new requirements.

RETENTION:	Permanent
DISTRIBUTION:	1 each all Chiefs, Capts, Shift Lt Office, Station ASAP manuals
REVIEW DATE=	January 2020
RELATED ASOPS	A-16, B-1