

**RESOLUTION NO. 2024-041  
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO  
A TENTATIVE AGREEMENT WITH THE VILLAGE OF CALEDONIA  
FIREFIGHTERS LOCAL 2740 OF THE INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS FOR 2023-2025**

The Village Board for the Village of Caledonia, Racine County, WI do resolve as follows:

**WHEREAS**, the Village of Caledonia has reached a tentative agreement with the Village of Caledonia Firefighters Local 2740, IAFF (the “Local” as used herein), with said tentative agreements summarized in the attached **Exhibit A**; and

**WHEREAS**, there is a need to ratify said tentative agreements.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the tentative agreements summarized in the attached Exhibit with the Local for 2023-2025 are authorized and approved.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contract, Agreement, and any or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 26 day of March, 2024.

**VILLAGE OF CALEDONIA**

By: Thomas R Weatherston  
Thomas Weatherston  
Village President

Attest: Jennifer Olsen  
Jennifer Olsen  
Village Clerk

***2023-2025***

***AGREEMENT BETWEEN***

***THE VILLAGE OF CALEDONIA***

***AND***

***THE VILLAGE OF CALEDONIA***

***FIREFIGHTERS***

***LOCAL 2740 OF THE***

***INTERNATIONAL ASSOCIATION***

***OF***

***FIREFIGHTERS***

PROBATION.....	28
LEAVE OF ABSENCE.....	28
GRIEVANCE PROCEDURE .....	30
CALL-IN .....	33
MILEAGE ALLOWANCE AND MEAL REIMBURSEMENT .....	33
DISMISSAL FOR CAUSE.....	33
VOLUNTARY SEPARATIONS OR DEATH OF AN EMPLOYEE .....	34
OVERTIME.....	35
DUES DEDUCTIONS .....	35
PROMOTIONAL POLICY .....	36
PROTECTIVE CLOTHING & EQUIPMENT REQUIRED FOR FIRE FIGHTING .....	40
JURY DUTY.....	40
SUBORDINATION OF AGREEMENT TO LAW.....	40
AMENDMENTS .....	41
VILLAGE PERSONNEL POLICIES.....	41
WORK RULES.....	41
CONSOLIDATION, MERGER, OR COMBINING SERVICES .....	41
PARAMEDIC .....	42
EXPOSURE PROVISION .....	46
MILITARY LEAVE.....	46
LATERAL TRANSFERS .....	47
SICK LEAVE INCENTIVE PROGRAM.....	48
SIGNATURES .....	51

## **ARTICLE OF AGREEMENT**

This agreement is made and entered into by and between the Village of Caledonia, as a municipal corporation and as a municipal employer (hereinafter referred to as the "Village"), and the Caledonia Firefighters Protective Association Local #2740 of the International Association of Firefighters, as a representative of the employees within the Caledonia Fire Department (hereinafter referred to as the "Association"). Now, Therefore, the parties herewith, to-wit: The Village and Employees do hereby agree as follows:

### **ARTICLE 1**

#### **DURATION OF AGREEMENT**

This agreement shall be in full force and effect from January 1, 2023 to December 31, 2025.

### **ARTICLE 2**

#### **NEGOTIATIONS**

New contract proposals will be exchanged according to then current Wisconsin State Statutes governing Public Employees.

### **ARTICLE 3**

#### **RECOGNITION**

The Village recognizes the Caledonia Firefighters Protective Association, Local #2740 of the International Association of Firefighters as the exclusive bargaining agent for all the employees of the Caledonia Fire Department, Exclusive of the Chief, and the Battalion Chiefs.

**ARTICLE 5**  
**HOURS OF WORK**

1. The regular work week shall consist of 56 hours and a regular work schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty, except that the Chief may "float" the three least senior firefighters/EMTs from each shift not on vacation, holiday or sick leave if no employee volunteers for the float if volunteers are solicited. If the employee is to be floated for more than one shift, then those dates should be given to the employee at the time of notification. This provision is not intended to prevent employees from trading shifts pursuant to Department policies.

Overtime outside of an employee's regular work schedule, required or approved by the Fire Chief shall be compensated at one-and one-half times (1 ½) the employee's regular hourly rate of pay.

2. The hours of work for the line firefighting employees shall be starting at 0700 hours and ending at 0700 the following day.

3. The defined duty day shall be as follows:

(a) Monday through Friday: The standard duty day shall commence at 0700 hours and end at 1630 hours.

- i. A total of one (1) hour will be provided for a breakfast/lunch period;
- ii. House duties will be completed;
- iii. A supper shall be taken after 1630 hours;
- iv. After 1630 hours, the remainder of the shift shall be on standby, exclusive of response to emergency calls, mandatory night time training required for regulatory

the optional fitness hour will do so at the same time i.e. if two or more members of a station decide work out time is possible they will do so the same hour. This optional time will be dependent on the Lieutenant's or OIC's agenda for each station for that day i.e. training, inspections, equipment checks etc.

#### 4. Work Trade Policy

This policy covers members of the Caledonia Fire Department and all work trades made between those members. It shall be the responsibility of all members making trades and the company officers to enforce this policy. Approval of trades that do not comply with this policy lies solely with the Fire Chief or his designee.

- (a) This policy shall regulate all work trades made between members of the Caledonia Fire Department.
- (b) All trades shall be submitted in the format as required by the Chief before the trade is to take place. The Chief or the Chief's designee shall consider the request and provide notice of authorization.
- (c) Members should make an effort to trade within their stations and position for position, i.e., Lieutenant for Lieutenant. If a trade cannot be made within the member's assigned station or position for position, the member will be allowed to trade with a member outside of the assigned station or not of the same position. In the absence of the Chief, the Officer in Charge can deny a trade that does not comply with this policy. No member will be paid out-of-grade (OOG) premium when an OOG trade occurs.
- (d) The employee who fails to cover the traded shift shall be responsible for any extra compensation necessary to cover it. This will be done by deduction of sick credits equal to 1 ½ times the hours of the trade (for

**ARTICLE 6**

**WAGES**

Effective January 1, 2023, the wage schedule shall be as follows, with a three and one half percent (3.5%) wage increase for calendar year 2024 and 2025:

	<u>2023</u>	<u>2023</u>	<u>2024</u>	<u>2024</u>	<u>2025</u>	<u>2025</u>
	<u>Per/Hour</u>	<u>Per Annum</u>	<u>Per/hour</u>	<u>Per Annum</u>	<u>Per/Hour</u>	<u>Per Annum</u>
Wage Increase	-	-	3.5%	-	3.5%	-
Start	\$21.00	\$61,152.00	\$21.74	\$63,292.32	\$22.50	\$65,507.55
After 1 yr	\$22.36	\$65,104.75	\$23.14	\$67,383.42	\$23.95	\$69,741.83
2 yr	\$23.71	\$69,057.79	\$24.54	\$71,474.81	\$25.40	\$73,976.43
3 yr	\$25.07	\$73,010.83	\$25.95	\$75,566.21	\$26.86	\$78,211.03
4 yr	\$26.43	\$76,963.58	\$27.35	\$79,657.30	\$28.31	\$82,445.31
5 yr	\$27.79	\$80,916.62	\$28.76	\$83,748.70	\$29.77	\$86,679.90
Start Paramed 5%	\$22.05	\$64,209.60	\$22.82	\$66,456.94	\$23.62	\$68,782.93
After 1 yr 5%	\$23.48	\$68,359.99	\$24.30	\$70,752.59	\$25.15	\$73,228.93
2 yr Paramedic	\$24.90	\$72,510.68	\$25.77	\$75,048.55	\$26.67	\$77,675.25
3 yr Paramedic	\$26.33	\$76,661.37	\$27.25	\$79,344.52	\$28.20	\$82,121.58
4 yr Paramedic	\$27.75	\$80,811.76	\$28.72	\$83,640.17	\$29.73	\$86,567.57
5 yr Paramedic	\$29.18	\$84,962.45	\$30.20	\$87,936.13	\$31.25	\$91,013.90
7 yr Paramedic	\$29.47	\$85,812.07	\$30.50	\$88,815.50	\$31.57	\$91,924.04
Lieutenant	\$30.23	\$88,029.76	\$31.29	\$91,110.80	\$32.38	\$94,299.68
Captain	\$32.19	\$93,737.28	\$33.32	\$97,018.08	\$34.48	\$100,413.72
Lieutenant P 5%	\$31.74	\$92,431.25	\$32.85	\$95,666.34	\$34.00	\$99,014.66
Lieutenant P 6%	\$32.04	\$93,311.55	\$33.17	\$96,577.45	\$34.33	\$99,957.66
Captain P 6%	\$34.12	\$99,361.52	\$35.32	\$102,839.17	\$36.55	\$106,438.54

The mechanic will be paid a premium as follows:

\$4,000.00 per year

The Assistant Mechanic will be paid a premium as follows:

\$2,000.00 per year

The mechanic and assistant mechanics premium will be added to the firefighter's pay each pay period and will be included in all overtime and benefit calculations. The assignment of the Mechanic(s) and Assistant Mechanic(s) can only be filled with bargaining unit members. The Village shall endeavor to post vacancies for Mechanic and Assistant Mechanics within thirty (30) days and shall endeavor to fill vacancies within thirty (30)

**EMS Assistant Vacancies** – The Village shall endeavor to post vacancies for EMS Assistant within thirty (30) days and shall endeavor to fill vacancies within thirty (30) days of posting. The Village will determine the number of Assistant EMS personnel needed.

F.L.S.A. payments will be based on the twenty-seven-day cycle and the method of payment will be paid on the next available regular payroll.

No bargaining unit employee shall suffer a loss in wages or benefits as a result of the Fire Chief's assumption of the responsibilities of a bargaining unit position.

**Out of Grade Premium; Generally.** The senior member who serves and performs the duties of an Officer in Charge ("OIC" as used herein) of any station will receive the difference between a Lieutenant's base hourly rate and the member assigned as the OIC's base hourly rate ("OOG" as used herein). The OOG rate calculation does not include a member's Paramedic premium, if applicable. OOG also applies when the duty OIC is out of service and/or away from the station during normal duty hours for more than six (6) hours. In the absence of a Lieutenant at any station, the senior member will receive OOG premium for functioning in the position of OIC.

When a Lieutenant is assigned to the command car, the senior member assigned as OIC will receive OOG premium. When a senior member is assigned to the command car, that senior member will receive OOG premium, and the senior member assigned as OIC will receive OOG premium.

**Out of Grade Premium for OIC of Second Company.** Any member assigned to act as the OIC of a second company shall receive 50% of the OOG rate. For the purpose of clarity, South Shore Fire Department's company at Station 10 does not create a Village of Caledonia Fire Department second company.

**Lieutenant Out of Grade Premium.** When a member is assigned the duty of manning/responding in a command vehicle, that member shall receive a step-up premium of the difference between the base Captain's hourly rate and a base Lieutenant's hourly rate. Training will be provided to a member that steps-up to ensure consistency with department policy, NIMS,



The following chart represents the OOG rates per the above terms:

Out of Grade Calculations									
	2023			2024			2025		
	Base rate	OOG premium	Premium rate	Base rate	OOG premium	Premium rate	Base rate	OOG premium	Premium rate
Start	\$21.00	\$9.23	\$30.23	\$21.74	\$9.55	\$31.29	\$22.50	\$9.88	\$32.38
After 1 yr	\$22.36	\$7.87	\$30.23	\$23.14	\$8.15	\$31.29	\$23.95	\$8.43	\$32.38
2 yr	\$23.71	\$6.52	\$30.23	\$24.54	\$6.75	\$31.29	\$25.40	\$6.98	\$32.38
3 yr	\$25.07	\$5.16	\$30.23	\$25.95	\$5.34	\$31.29	\$26.86	\$5.52	\$32.38
4 yr	\$26.43	\$3.80	\$30.23	\$27.35	\$3.94	\$31.29	\$28.31	\$4.07	\$32.38
5 yr	\$27.79	\$2.44	\$30.23	\$28.76	\$2.53	\$31.29	\$29.77	\$2.61	\$32.38
Start Paramed 5%	\$22.05	\$9.23	\$31.28	\$22.82	\$9.55	\$32.37	\$23.62	\$9.88	\$33.50
1 yr Paramedic	\$23.48	\$7.87	\$31.35	\$24.30	\$8.15	\$32.45	\$25.15	\$8.43	\$33.58
2 yr Paramedic	\$24.90	\$6.52	\$31.42	\$25.77	\$6.75	\$32.52	\$26.67	\$6.98	\$33.65
3 yr Paramedic	\$26.33	\$5.16	\$31.49	\$27.25	\$5.34	\$32.59	\$28.20	\$5.52	\$33.72
4 yr Paramedic	\$27.75	\$3.80	\$31.55	\$28.72	\$3.94	\$32.66	\$29.73	\$4.07	\$33.80
5 yr Paramedic	\$29.18	\$2.44	\$31.62	\$30.20	\$2.53	\$32.73	\$31.25	\$2.61	\$33.86
7 yr Paramedic	\$29.47	\$2.44	\$31.91	\$30.50	\$2.53	\$33.03	\$31.57	\$2.61	\$34.18
Lieutenant	\$30.23	\$1.96	\$32.19	\$31.29	\$2.03	\$33.32	\$32.38	\$2.10	\$34.48
Captain	\$32.19			\$33.32			\$34.48		
Lieutenant P 5%	\$31.74	\$1.96	\$33.70	\$32.85	\$2.03	\$34.88	\$34.00	\$2.10	\$36.10
Lieutenant P 6%	\$32.04	\$1.96	\$34.00	\$33.17	\$2.03	\$35.20	\$34.33	\$2.10	\$36.43
Captain P 6%	\$34.12			\$35.32			\$36.55		

Out of Grade Second Company (50% of OOG rate)									
	2023			2024			2025		
	Base rate	OOG premium	Premium rate	Base rate	OOG premium	Premium rate	Base rate	OOG premium	Premium rate
Start	\$21.00	\$4.62	\$25.62	\$21.74	\$4.78	\$26.52	\$22.50	\$4.94	\$27.44
After 1 yr	\$22.36	\$3.94	\$26.30	\$23.14	\$4.08	\$27.22	\$23.95	\$4.22	\$28.17
2 yr	\$23.71	\$3.26	\$26.97	\$24.54	\$3.38	\$27.92	\$25.40	\$3.49	\$28.89
3 yr	\$25.07	\$2.58	\$27.65	\$25.95	\$2.67	\$28.62	\$26.86	\$2.76	\$29.62
4 yr	\$26.43	\$1.90	\$28.33	\$27.35	\$1.97	\$29.32	\$28.31	\$2.04	\$30.35
5 yr	\$27.79	\$1.22	\$29.01	\$28.76	\$1.27	\$30.03	\$29.77	\$1.31	\$31.08
Start Paramed 5%	\$22.05	\$4.62	\$26.67	\$22.82	\$4.78	\$27.60	\$23.62	\$4.94	\$28.56
1 yr Paramedic	\$23.48	\$3.94	\$27.42	\$24.30	\$4.08	\$28.38	\$25.15	\$4.22	\$29.37
2 yr Paramedic	\$24.90	\$3.26	\$28.16	\$25.77	\$3.38	\$29.15	\$26.67	\$3.49	\$30.16
3 yr Paramedic	\$26.33	\$2.58	\$28.91	\$27.25	\$2.67	\$29.92	\$28.20	\$2.76	\$30.96
4 yr Paramedic	\$27.75	\$1.90	\$29.65	\$28.72	\$1.97	\$30.69	\$29.73	\$2.04	\$31.77
5 yr Paramedic	\$29.18	\$1.22	\$30.40	\$30.20	\$1.27	\$31.47	\$31.25	\$1.31	\$32.56
7 yr Paramedic	\$29.47	\$1.22	\$30.69	\$30.50	\$1.27	\$31.77	\$31.57	\$1.31	\$32.88
Lieutenant	\$30.23			\$31.29			\$32.38		

- c. Being on lay off for two (2) entire calendar years.
- d. Refusal or failure to respond for work after lay off within five (5) days of notification by registered letter. For unusual individual circumstances, the Fire Chief may grant a short extension of time.
- e. Unapproved absence from work for three (3) or more days.
- f. Retirement.

6. Seniority shall not accumulate during a leave of absence.

**ARTICLE 8**  
**UNIFORM ALLOWANCE**

The Village will supply all season squad jackets with replacement at the discretion of the Chief. The Village will supply, maintain, replace and/or clean Class "B" uniforms (shirts, pants and other required items). Employees will provide white or blue T-shirt, sweatshirt, polishable black shoes or boots, a black belt 1¼ to 1½ inches in width, socks and underwear.

**ARTICLE 9**  
**LONGEVITY**

Longevity pay shall be computed each year on January 2<sup>nd</sup> based upon each employee's number of completed years of service on that January 2<sup>nd</sup> and shall be paid in a "lump sum" on the first pay day in January. One half (1/2) of part time service shall count as full-time service used in computing longevity. There shall be no prorated or partial year payments. The following schedule applies to a full-time employee:

- 1. \$ 50.00 after one (1) year of service from date of employment.
- 2. \$250.00 after five (5) years of service from date of employment.
- 3. \$500.00 after ten (10) years of service from date of employment.
- 4. \$750.00 after fifteen (15) years of service from date of employment.

- **THE DAY FOLLOWING THANKSGIVING DAY**
- **CHRISTMAS DAY**
- **THE LAST FULL WORKING DAY PRECEDING DEC. 25**
- **THE FIRST FULL WORKING DAY PRECEDING JANUARY 1.**

Employees who are unable to take holiday time off because of work schedules can elect from the following options:

1. One-half holiday per year will be accumulative over two (2) years;
2. One day's pay at the regular rate for up to a maximum of four (4) days per year:  
or
3. The right to take holidays in advance.

In the event of death or termination, the Employee shall be paid for the days accrued.

Holidays are accrued when one of the following conditions are satisfied:

- The employee works a scheduled shift immediately before, on, or after a Holiday as identified in this agreement. When Holidays occur on two consecutive days, it shall only be necessary to work on one of the above days to satisfy this requirement.
- An approved trade with another employee.
- The employee uses previously scheduled Vacation or Holiday Time.
- The employee is on approved FMLA.
- The employee is receiving salary continuation from the Village under Article 14, or the employee is on light duty following a work-related injury.
- Absence approved by the Chief, or Human Resources Manager, in limited situations including acute illness/ injury requiring a visit to urgent care with a written doctor's excuse.

retiring at any point during the year. Vacation pay will not accrue in specific circumstances, including:

1. The employee is out on Workers Compensation and has refused light duty assignment;
2. The employee is on an unpaid leave of absence;
3. For sick leave, except as otherwise required as a continuation of benefits under state and/or federal FMLA rules, at the start of the third calendar month following the date upon which an employee on sick leave reaches the end of the maximum allowable FMLA leave period, such employee continuing on sick leave will not continue to accrue additional sick leave until returning to work. (Example: If FMLA expires April 10, sick leave benefits cease accruing July. Employees receiving salary continuation benefits from the Village under Article 14 and employees on approved FMLA leave will continue to accrue paid time off based on contractual language.

### **ARTICLE 13**

#### **SICK LEAVE**

1. All full-time employees shall earn twelve (12) days of twenty (20) hours each of sick leave during each year. Sick leave shall be accumulated from year to year, including accumulations from prior years, up to a maximum of 3120 Hours. Sick leave is a paid time off benefit to be used solely by the employee when sick or injured and unable to come to work unless the Chief, or their designee, grants an exception. Sick time is not intended for the care of sick or ill family members unless defined as in federal and state Family Medical Leave Act.
2. Doctor's Certificate: Members absent seventy-two (72) consecutive hours (3 consecutive shifts) or more because of sickness or injury herein described must bring in a doctor's certificate unless excused by the Fire Chief. The Village may require a physician's

account. Upon the death of the retiree or employee, a spouse who is enrolled in the Village insurance plan will be allowed to continue the coverage as specified in Article 16 (4) (a) and use the HRA for required premiums on the same terms as the retiree or employee until reaching the full age of Medicare eligibility by paying the full premium. Employees hired as full-time firefighters after May 31, 2019 shall not be eligible for benefits under this Section.

#### **ARTICLE 14**

#### **INJURY IN LINE OF DUTY**

All employees who sustain an injury while performing within the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act) shall receive full salary in lieu of worker's compensation payments for the period of time he is temporarily totally or temporarily partially disabled because of said injury or for nine (9) months, whichever is shorter, provided the employee cooperates with the Village's temporary modified duty assignments program, which shall govern the employee's work schedule while on temporary modified duty assignment.

When the Village shall have made any such payment and the employee makes claim for damages against any third party or their insurer, the Village shall be entitled to recover from any damages recovered by such employee, reimbursement for such wages paid in the same proportion as provided by Section 102.59, Wisconsin Statutes, for Worker's Compensation payments.

The employee shall remit to the Village his or her worker's compensation check and receive his or her regular check unless the check is made payable to the Village by the insurer.

An employee sustaining a compensable injury resulting in permanent total disability shall continue to receive full salary until a determination is made that the injury is a permanently disabling injury and a ruling is made in accordance with the Wisconsin Worker's Compensation Act or for nine (9) months, whichever is shorter, provided the employee

3. Dental insurance will be carried by all full-time employees. The Village will pay 50% of dental insurance premium per month toward any plan elected by a majority of Village employees from all Village departments combined.
4.
  - (a.) Upon the death of an employee who has been enrolled in the Village's group health insurance plan, the employee's survivors who were also enrolled in the plan at the time of the employee's death will continue to receive such group health insurance coverage for a period of six (6) months following the employee's death, at no cost to the survivors. After the six (6) month period, the survivors shall be allowed to remain under the health insurance plan until reaching the full age of Medicare eligibility, or are eligible for and receive insurance from another employer or new spouse, provided that the Village will not be responsible for any of the premium. Employees hired as full-time employees after May 31, 2019 shall not be eligible for benefits under this Section.
  - (b.) Upon the death of an employee in the line of duty who has been enrolled in the Village's group health insurance plan, the employee's survivors who were enrolled in the plan at the time of the employee's death will continue to receive such group health insurance coverage. The Village shall pay 100% of the premium for said medical coverage for survivors for twenty-four (24) months. The spouse may use the HRA benefit pursuant to Article 13 (1)(b) of this agreement.
5. A regular full-time employee who retires from the Village Fire Department shall have the right to continue under the Village's medical insurance plan until he or she reaches the full age of Medicare eligibility; provided that except as herein provided, he or she shall pay for the entire cost of such coverage. For the purpose of this paragraph, retirement shall be defined as that term is defined and applies to such employee under the Wisconsin Retirement System. The Village shall pay toward a

Effective January 1, 2015, the employee shall contribute the full percentage amount required of non-police officer/firefighter employees.

**ARTICLE 18**

**INTENTIONALLY LEFT BLANK**

**ARTICLE 19**

**MANDATORY TRAINING**

All off-duty employees who are ordered by the Fire Chief or Battalion Chief to attend additional training shall be paid at the rate of one (1) and one-half (1/2) times their regular rate of pay for such time actually worked. Off-duty employees who attend training required to fulfill a condition of employment shall be compensated at one (1) and onehalf (1/2) times the employee's regular rate of pay. Off-duty attendance at training required to fulfill a condition of employment will require the approval of the Fire Chief or their designee and approval will be given when such training cannot be scheduled while the employee is on-duty.

**ARTICLE 20**

**JOB RELATED APPEARANCES**

Except as otherwise provided herein or by law, any job related appearance required on behalf of the employer during employee's normal off duty day shall be paid at one-and-one-half (1 1/2) times their regular rate of pay. Actual time shall include travel when necessary and approved by the Chief.

**ARTICLE 21**

**UNEMPLOYMENT COMPENSATION**

2. Leave of absences shall not be granted for the purpose of exploring or venturing into other fields or endeavors.
3. The Village recognized the need for an employee to be absent for an approved cause, for extended periods of time, and to be able to return to the active employment status held prior to the absence. Pursuant to State Statute 103.10-Wisconsin Family and Medical Leave Act, employees are eligible for unpaid leaves of absence. In addition, the policy stated herein allows for leaves of greater duration in certain circumstances. All requests for a leave of absence must be in writing and must specify whether the leave is personal, medical or pursuant to State Statute 103-10.

All requests for a leave of absence must be submitted in writing to the Fire Chief or their designee at least ten (10) days prior to the day the leave of absence is to begin. The ten (10) day notice will be waived in case of emergency.

Granting of leaves must be approved by the Fire Chief and the Village Administrator. Leaves cannot be granted for seeking or taking other employment.

The maximum period for approved non-FMLA leaves is thirty (30) calendar days. Leaves of absence for personal medical or disability due to accident may be granted for up to three (3) months or 90 calendar days. Approved leaves may be extended with the approval of the Village Board if an application for leave is submitted in writing to the Fire Chief stating the reasons an extension is needed. The Chief will submit the written application to the Village Board. A physician's certification of the need for continuing a personal medical or disability due to an accident leave must be submitted with the application if the leave was for illness or disability due to an accident. A medical leave cannot be extended more than three (3) times so that the total leave of absence will not exceed one (1) year.

All approved leaves of absence are without pay. Seniority accrues as described in the seniority section of this contract. The Village will continue your insurance coverages as



4. **Settlement of Grievance.** Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are satisfied.

Dissatisfaction is implied in recourse from one step to the next.

5. **Steps in Procedure.**

Step 1. If any employee has a grievance, the grievance shall be reduced to writing and signed by the employee and presented to the Chief of the Fire Department within twenty (20) calendar days from the date the act or condition complained of occurred, or the employee with reasonable diligence could have known of the act or condition complained of. The Chief shall give his or her answer in writing five (5) calendar days from the receipt of the written grievance. In the event of a grievance, the employee shall perform his or her assigned work task and grieve his or her complaint on other than assigned work hours.

Step 2. If a grievance is not settled at the first step, the employee and/or his or her representative may appeal the written grievance to the Human Resources Manager within five (5) calendar days after receipt of the written decision of the Fire Chief. The Human Resources Manager will investigate the grievance and submit his decision to the employee and/or his or her representative in writing within five (5) calendar days after receiving written notice of the grievance.

Step 3. If the grievance is not settled at the second step, the employee or his or her representative may appeal the written grievance to the personnel committee or its designee within five (5) calendar days after receipt of the written decision of the Human Resources Manager. The personnel committee shall meet with and discuss the grievance with the employee within twenty (20) calendar days after receipt of the appeal, and the Association representative shall be afforded the opportunity to be present at this conference. Following said conference, the personnel committee shall respond within fifteen (15) calendar days in writing.

- f. Decision of the Arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The powers of the arbitrators are limited as follows: his function is limited to that of interpreting and applying the provisions of this agreement; he shall have no power to add to, subtract from, or modify any of the terms of this agreement

## **ARTICLE 25**

### **CALL-IN**

Full-time firefighters will receive one (1) and one-half (½) their regular rate of pay for a minimum of one (1) hour when answering fire and rescue calls while off-duty.

## **ARTICLE 26**

### **MILEAGE ALLOWANCE AND MEAL REIMBURSEMENT**

Personnel from the fire department will receive mileage for the use of personal car at current IRS approved rate, when authorized by the Fire Chief or their designee, provided a Village vehicle is not available. Personnel traveling for training or authorized business may be reimbursed for meal expenses based on IRS per diem rates and subject to approval by the Chief.”

## **ARTICLE 27**

### **DISMISSAL FOR CAUSE**

1. The right to dismiss or discipline by the Village is hereby acknowledged, but any non-probationary employee may be dismissed or disciplined only in a fair and impartial manner and for good and sufficient cause which shall include, but shall not be limited, by reason of enumeration, the following:
  - a. Reporting to work intoxicated
  - b. Drinking intoxicants during the work day

in a case of termination for just cause. An employee may qualify in only one category.

If the employee has at least fifteen full years of service \$50.00 per month

If the employee has at least ten full years of service \$33.50 per month

If the employee has at least five full years of service \$16.50 per month

If the employee has at least one full year of service \$ 4.00 per month

h. Educational benefits (prorated).

## **ARTICLE 29**

### **OVERTIME**

The Village agrees to pay employees at the following rate for overtime:

1. Full-time employees who are ordered in by the Fire Chief or the Battalion Chief outside their normal duty hours shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times their normal pay for a minimum of two (2) hours, except that the minimum hours shall not apply to the normal twelve (12) monthly drills.
2. Employees who are not released at their regular quitting time and are required to work overtime, shall be paid at the rate of one and one-half ( $1\frac{1}{2}$ ) times their regular hourly rate for such time actually worked to the next one-quarter ( $\frac{1}{4}$ ) of an hour.

## **ARTICLE 30**

### **DUES DEDUCTIONS**

The Village agrees to deduct monthly dues in the amount certified by the Association from the pay of employees who individually sign a dues deduction authorization form provided by the Village where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck which the employee has authorized to be deducted.

Chief a cover letter and resume in order to participate in the promotional process.

3. Evaluation. The following steps shall be followed:
  - a. Written Examination. Each applicant shall take a written examination that shall be prepared and administered by a recognized testing agency. The test is based on Caledonia Standard Operating Procedures, tactical decisions, emergency medical responsibilities, and other criteria established by the Chief. The examination shall be graded on a scale of one hundred (100) points. A passing grade shall be a minimum of seventy-five (75) and is necessary to move on to the next phases of the process.
  - b. Oral Examination. Each applicant shall be objectively and fairly interviewed individually and graded on a scale of one hundred (100) points. Interview questions shall be standardized and commensurate with fire and EMS service operations and reasonably related to the position applied for.
  - c. Past Performance. Past performance of each applicant shall be objectively and fairly reviewed, including the past five years of performance evaluations and review of personnel records. Each applicant shall be graded by the Chief on a scale of one hundred (100) points on the basis of their past performance.
  - d. Assessment Center. Each applicant shall participate in an assessment center addressing fire-based scenarios, personnel supervision, clerical and report writing, and questions from an interview panel. The Chief shall apply an objective point scale of one hundred (100) total points based on the performance review of each individual applicant.
4. Selection. Applicants shall be ranked on an eligibility list for the vacancy in the order of total score giving the following weights:

chief officer level reviews. An employee who does not complete the probationary period satisfactorily shall be returned to their former position at their former rate of pay. In the event the Chief determines that the employee is not qualified to fill the position, the Chief reserves the right to return this employee to their former position at their former rate of pay in that position.

To the extent permitted by law, nothing in Article 31 shall restrict the Police and Fire Commission from modifying the promotional process identified herein or establishing a new process when such modifications involve permissive subjects of bargaining, provided however the union reserves its right to negotiate the impact of such modifications upon employees' wages, hours and conditions of employment.

#### **LIEUTENANTS STEP-UP PROMOTIONAL LIST**

A candidate on the promotional list will be moved to the position of OIC when an OIC/Lieutenant's position is vacant due to vacation, holidays or extended leave (FMLA, workers comp) provided the following are met:

1. Staffing needs will not be affected.
2. The candidate has notified BC/Chief at least 1 week ahead of time of the vacancy and other shift members that may be affected by the move.

The daily staffing needs of the shift will be at the discretion of the BC despite the language in this MOU i.e., emergency fill, sick fill, major incidents etc.

The candidate moving to the position of OIC will get Out Of Grade regardless of seniority when assigned to this position, the senior member (if assigned with the candidate) will not receive out of grade pay. The candidate will complete the work expected of an OIC/Lieutenant.

Should a shift have more than one Lieutenant Candidate on the promotional list, the step-up position will be filled in accordance with the ranking on the promotional list.

**ARTICLE 35**  
**AMENDMENTS**

This agreement may be amended by mutual consent of both parties. Such amendments shall be in writing.

**ARTICLE 36**  
**VILLAGE PERSONNEL POLICIES**

The parties agree to meet and identify specific policies within the personnel manual that they agree apply to the bargaining unit, with or without amendment to the applicable Village policy, and to set forth a listing of such policies.

**ARTICLE 37**  
**WORK RULES**

The Association recognizes the right of the Village to establish reasonable work rules regarding departmental operations provided such rules are not in conflict with this agreement. Copies of newly established work rules or amendments to existing rules will be furnished to an Executive Committee member of the Association prior to the effective date of the rule. The parties recognize the Association's right to grieve the reasonableness of any Work rule.

**ARTICLE 38**  
**CONSOLIDATION, MERGER, OR COMBINING SERVICES**

The Village may pursue consolidation, merger or combining of its Fire Department with that of another municipality provided the new fire protection/EMS provider employs all members represented by Local 2740 as non-probationary employees and further provided that the new fire protection/EMS provider agrees to employ all Local 2740 members with

least senior Firefighter. If a Firefighter exercises the option to reject future paramedic positions, the decision will be permanent and irrevocable. Firefighters hired on, or after, January 1, 2007 will not be entitled to vacant paramedic positions but may be required to fill such a position based upon seniority if there are insufficient volunteers to meet the Village's paramedic staffing needs.

Except as otherwise provided herein, bargaining unit members shall be enrolled in the paramedic training program and assigned to a paramedic position on a voluntary basis.

2. The Village shall pay all educational and licensing costs required for initial, remedial and refresher paramedic training, as approved and scheduled by the Fire Chief or their designee, including but not limited to tuition, books, testing fees and licensure fees.
3. Bargaining unit members shall not suffer a loss of leave time or pay as a consequence of their participation in the paramedic training program. Employees shall be compensated at time-and-one-half (1 ½) their regular rate of pay for all hours in excess of fifty-six (56) hours per week that are devoted to the actual classroom, clinical, preceptor and testing portions of a initial and/or refresher paramedic training program.

Employees shall be compensated at the rate of time-and-one-half (1 ½) their regular rate of pay for all off-duty hours devoted to actual classroom, clinical, preceptor and testing portions of a paramedic training program required to maintain paramedic licensure. To the extent practical, such training and testing shall be scheduled to take place on-duty.

4. In the discretion of the Chief, employees enrolled in the classroom and clinical portion of an initial paramedic training program that is based on a forty (40) hour work week shall be relieved of the obligation to report to duty during the training

Completion of State license examination	5%
Effective July 1, 2006, after seven (7) years as a Caledonia paramedic	6%

In addition to the above, paramedics who act as preceptors shall receive an additional two percentage premium, (2%) above their base wage for the period of time they are assigned to act as preceptors for non-village personnel. If there is no volunteer to act as preceptor, one will be assigned. Premium pay shall be paid on a bi-weekly basis.

All firefighters hired, trained and/or educated with Paramedic licensure, affiliated with Racine County EMS, and practicing under the current/future Medical Director's License for the Village of Caledonia shall be compensated with the Paramedic premium under this article.

A Paramedic who fails the annual EMS Protocol Test on the first attempt must retake the test within 2 weeks. If the Paramedic fails the second test, the Paramedic will not receive the Paramedic premium pay until he/she passes the required tests.

8. With the exception of instructors who provide paramedic training and paramedics who operate under a mutual aid provision with the Village, Local 2740 members shall be utilized to provide paramedic services to the Village.
9. All required vaccinations, boosters and medical tests will be provided by the Village prior to an employee's assignment to the paramedic program and annually thereafter. Costs associated with such services shall be paid by the Village.
10. Paramedics shall be allowed to make time trades with non-paramedics, provided the trade will not result in fewer than six (6) paramedics on duty per shift, stipulated there are at least nine (9) paramedics assigned to that shift at the time of the platoon assignments. Shifts with less than nine (9) paramedic assigned during platoon assignments will be allowed to drop on duty paramedics below six (6) but not to drop below (4). Trades between two paramedics shall not be subject to this restriction.



of the Village provided pay. The Village will not supplement military pay for any weekend training. To receive the leave and pay, the employee must file a copy of their orders with the Department Head at least two weeks after such orders are received by the employee, or two weeks after they are made aware of the orders.

**ARTICLE 42**  
**LATERAL TRANSFERS**

1. The Village has the authority to employ lateral transfers to hire firefighter paramedics. For eligibility as a lateral transfer, a candidate must:
  - a. be currently employed as a full-time non-probationary employee with a municipal fire department
  - b. possess, at a minimum, a State of Wisconsin licensure or National Registry certification as an Emergency Medical Technician-Paramedic and Wisconsin State Firefighter Level 2 or equivalent.
  - c. CPAT Certification on date of hire.
  - d. The Village and the Police & Fire Commission may establish additional qualifications. Lateral transfers shall follow the same application, eligibility, and onboarding process as all new hires.
  
2. Lateral transfers shall be evaluated for previous service by the Fire Chief to determine reasonable commensurate pay and vacation recommendations. In consultation with the Fire Chief, the Human Resources Manager shall have the final determination for placement on this Agreement's Wage and Vacation schedule, up to a maximum of five years of service.
  
3. Rank, longevity, sick leave accrual, current and post-retirement benefits, and probationary period will be in accordance with the guidelines specified for new employees as outlined in this Agreement. The most recent date of hire with the Village shall be utilized to establish seniority.

FMLA leaves of absence. In the final year of employment, when an employee terminates employment or retires, the employee will receive a prorated credit based upon the portion of the calendar year worked prior to the termination or retirement date.

iv. Vesting and Distribution:

- a. Vesting. Employees shall be vested after five (5) full calendar years of creditable employment. An employee separating employment for any reason prior to achieving five (5) full calendar years of creditable employment shall have no right to the amounts accrued and such amounts shall be forfeited.
  
- b. Separation Prior to Retirement and Prior to Qualifying for Article 16 (6) Benefits. After being vested, employees who leave the employment of the Village for any reason prior to retiring under the Wisconsin Retirement System (WRS) and qualifying for Article 16 (6) benefits will have the amount accumulated in their sick leave incentive bank paid out as a deferred compensation contribution, and if the employee does not have a deferred compensation plan, he/she will not receive any benefit from unused sick leave credit. This amount will be in addition to the sick leave credit provided for in Article 13 (a) of this Agreement.
  
- c. Separation at Retirement when Qualifying for Article 16 (6) Benefits. After being vested, employees who retire under the WRS and qualify for Article 16 (6) benefits will have the amount accumulated in their sick leave incentive bank incorporated into the fund established for the employee by Article 13 (1)(b). The amount shall be administered in the same manner as the funds authorized in Article 13 (1)(b). This benefit will be in addition to the benefit set forth in Article 16 (6). The employee will not have an option

**SIGNATURES**

**VILLAGE OF CALEDONIA**

BY: Thomas B Weatherston

Thomas Weatherston Village President

ATTEST: Jennifer Olsen  
Jennifer Olsen, Village Clerk

DATE: 4/15/2024

**CALEDONIA FIREFIGHTERS PROTECTIVE ASSOCIATION**

**LOCAL # 2740 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

BY: [Signature]

ATTEST: [Signature]

DATE: 4/12/2024