

AGREEMENT

City of Sun Prairie (Paramedics)

and

International Association of Fire Fighters Local 311

2010 - 2011

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Preamble

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, at Sun Prairie, Wisconsin, pursuant to the provisions of Chapter 111.70, Wisconsin Statutes, and other applicable sections of the statutes, by and between the City of Sun Prairie, hereinafter referred to as the "City" or the "Employer", and Local 311 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union."

Purpose of Agreement

It is the intent and purpose of the parties hereto, that this Agreement constitutes an implementation of the provisions of Chapter 111.70, Wisconsin Statutes, and provides for orderly and constructive employment relations in the public interest, and in the interest of employees hereby covered, and the City as an employer.

Article 1 – Recognition

The City recognizes the International Association of Fire Fighters Local 311 as the sole and exclusive bargaining representative for all Regular Full-Time Paramedic employees and all Regular Part-Time Paramedic employees. Specifically excluded from the bargaining unit are Limited-Term, Temporary, and Casual Employees; Confidential, Supervisory, Managerial, and Executive employees; and all other non-paramedic personnel employed by the City.

Article 2 – No Discrimination

The Employer and the Union agree that there shall be no unlawful discrimination on the basis of race, creed, color, sex, national origin, religion, age, arrest or conviction record, handicap or disability, union affiliation or non-affiliation, ancestry, marital status, sexual orientation or membership in the National Guard or any reserve component of state or federal military forces, or any other basis prohibited by applicable state or federal law. Because of the availability of state and federal forums for the resolution of such complaints of discrimination, it is agreed and understood that the provisions of this article shall not be subject to the arbitration provisions of this Agreement.

Article 3 – Amendments, Savings Clause, No other Agreement

3.1 - Amendments

This Agreement may be amended by mutual consent of the parties. Such amendment(s) shall be in writing.

3.2 - Savings Clause

A. Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement, to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then, and in such event, said clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which such offending language may appear.

B. In the event of such contract clause invalidation, both the City and the Union agree to meet and negotiate a valid clause reflecting the prior intent of the parties, and absent agreement, follow appropriate resolution procedures.

3.3 - No Other Agreement

The City 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 Union's representative function.

Article 4 – No Strike

The Union pledges itself to make every effort to maintain unimpaired emergency medical service to the community. It shall not cause, nor counsel its members, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department, or to refuse to perform any customarily assigned duties, including overtime, or shall any employee participate in such prohibited activity. The occurrence of any such prohibited acts or actions by the Union, or its members, shall be deemed a violation of this Agreement and shall be subject to discipline, up to and including discharge.

Article 5 – Management Rights

The Union recognizes the prerogatives of the City, the EMS Director, and other supervisory or management personnel, to operate and manage its affairs in all respects, in accordance with its responsibilities and the powers of authority which the City has not abridged, delegated or modified by this Agreement, and such powers or authority are clearly retained by the City.

These management rights include, but are not limited to the following:

1. To plan, direct and control the operation of the work force;
2. To hire, promote, assign, train or retrain employees;

3. To determine the size and composition of the work force and to transfer or layoff employees;
4. To establish and enforce reasonable work rules;
5. To establish and uniformly apply reasonable standards of job performance;
6. To demote, suspend, discipline, discharge, or take other appropriate disciplinary action against employees, for just cause;
7. To determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other employer;
8. To schedule overtime as required in the manner most advantageous to the City and in the public interest, consistent with other sections of the contract; and
9. To schedule the hours of work and assignment of duties.

All of which shall be in compliance with and subject to provisions of this Agreement, and provided that nothing contained herein shall be used by the Employer to discriminate against the Union or any employee.

Article 6 – Notice of Work Rules

When any new work rules, personnel policies, and/or other rules of the department are issued or enacted, a copy of said shall be provided to the Union Steward at the time of issuance or enactment.

Article 7 – Union Representation, Membership, Dues, Payroll Deductions, City Harmless

7.1 - Representation

All bargaining unit members retain the right of Union representation on any matters regarding disciplinary action. The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union, equivalent to the uniform dues required of members of the Union.

7.2 - Membership

Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and by-laws. No employee

will be discriminated against in the processing of his/her membership application, consistent with Article 2 of this Agreement.

7.3 - Dues

The City shall deduct from the bi-weekly earning of each employee in the bargaining unit the amount of bi-weekly dues certified by the Union Treasurer as the current dues uniformly required of all bargaining unit members, and forward them to the Union monthly.

7.4 - Payroll Deductions

The City agrees to establish additional payroll deductions for the Union's voluntary contribution programs. The Union will administer the program and bear the costs associated with said programs. The amount deducted shall be a flat dollar amount bi-weekly as designated by the employee, and provided to the Union under the same guidelines as dues deductions.

7.5 - Hold Harmless

The Union agrees to indemnify and hold the City harmless in the event of any legal controversy with regard to the application of this article.

Article 8 – Union Business

Representatives of the Union having business with officers and members of the Union may confer with such officers or members during the course of the work day for a reasonable length of time, provided such activities do not impede the operation of Sun Prairie EMS and, as much as practicable, prior notice has been given to the EMS Director.

The Union may designate a Steward who shall have authority to process grievances. The Employer agrees that the Steward may be allowed reasonable time to process grievances, without loss of pay. The union agrees to provide the list of the Steward and designated negotiators to the City by April 1st each year.

The Union may designate up to three (3) negotiators who shall be eligible to attend negotiations of a successor agreement. Of the three (3), only one (1) on-duty negotiator shall be eligible to attend negotiations without loss of pay. This provision shall apply regardless of the presence of off-duty members at negotiations. Nothing in this provision shall be construed to limit the number of off-duty personnel who may attend negotiations. The on-duty negotiator attending negotiations shall be subject to call as the needs of the Department dictate.

An on-duty Steward requesting leave to process grievance or attend negotiations shall first secure permission from the EMS Director or designee.

The City shall provide space on the bulletin board at all stations and permit the use of same for Union announcements. A reasonable amount of time will be allowed members

of the Union to post Union notices and to make necessary phone calls. A reasonable amount of time, as determined by the EMS Director, will be allowed members on duty to meet and vote in Union elections and referendums, but on-duty personnel shall not be allowed to leave their assigned duty for this purpose.

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the City, any of its employees or officers, or any labor organization among its employees. Any notices or bulletins posted shall comply with applicable laws, rules and regulations of governmental agencies, and the provisions of this Agreement. No material, notices, or announcements which violate the provisions of this section shall be posted.

Article 9 – Grievance and Arbitration Procedure

A grievance is a complaint by an employee or group of employees for whom the Union is bargaining agent, which involves the interpretation, application, or enforcement of any of the provisions of this Agreement. Work rules, personnel policies, and other rules of the department may be challenged through the grievance procedure on the grounds that they violate particular provisions of the agreement or that they are unfair, unreasonable, arbitrary, or discriminatory. When a new work rule, personnel policy or other rule is enacted, a grievance that such rule or policy is unfair, unreasonable, arbitrary or discriminatory, on its face, that grievance must be filed within the time limits set forth below. The time limit for a grievance based on the application of such rule or policy starts when the rule or policy is applied.

All grievances must be presented in writing and all replies to grievances shall likewise be in writing. If an employee files a grievance his/her work status will not be affected in any way by reason of filing the grievance.

All written grievances shall contain the name of the aggrieved party or parties, a clear statement of the grievance, the issue involved, the date the incident took place, the remedy requested, signature of the grievant or a Union officer, and the Date of the written statement. In the event of a grievance, the employee shall perform the assigned task and grieve the assignment later.

Grievances shall be presented within fifteen (15) calendar days from the date the employee first became aware of the cause of the grievance. The employee may request the assistance of a Union representative of his/her own choosing in preparing and processing a grievance. Both the employee and his/her representative (if a City employee) will be allowed a reasonable amount of paid time for purposes of actually filing the grievance and meeting with management. An employee will not be reimbursed for time spent in such activities outside his/her regular hours of work. In addition, an employee will not be compensated for any expenses incurred in processing a grievance.

Grievances shall be processed as follows:

1. Complete the grievance, in writing, and forward it to the EMS Director within fifteen (15) calendar days from the date the employee first became aware of the circumstances giving rise to the grievance.
2. Within fifteen (15) calendar days of receiving the grievance, the Director (or designee) shall issue an answer. This step may or may not involve a meeting with the grievant and Union steward/officer. Such answer shall be in writing.
3. Within fifteen (15) days of receiving the decision, the employee or Union may appeal the decision, in writing, to the City Administrator.
4. If appealed, the City Administrator shall hear the grievance within thirty (30) calendar days, and serve the employee and Union with a decision, in writing, within thirty (30) calendar days of the date the grievance is heard by the City Administrator.
5. Based upon mutual agreement, the parties may agree to extend any of the above time frames.

If an employee or the Union fails to process a grievance in writing to the next level within the time limits, the decision reached at the preceding level will stand.

If management fails to provide a written response within the time limits, the grievance shall be deemed denied and the employee may present the grievance to the next level.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within fifteen (15) calendar days after receipt of the City Administrator's answer. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the WERC to submit a panel of five (5) arbitrators. The parties shall alternately strike names from said panel until one name remains. The party requesting arbitration shall be the first to strike a name.

The arbitrator shall set a time and place, subject to availability of the City and Union representatives. All arbitration hearings shall be held in Sun Prairie.

All expenses of the arbitrator shall be borne equally by both parties. Expenses relating to the calling of witnesses or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses are required. If both parties request that an independent stenographic record of the proceedings be made, the parties shall equally share the entire cost of such service.

The arbitrator shall act in a judicial capacity and shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator's authority is limited to deciding the issue submitted by the parties. The arbitrator shall submit his/her decision in writing. The decision shall be based upon his/her interpretation of the meaning or application of the terms of this Agreement, related to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding upon the parties.

Article 10 – Probation

All newly hired employees shall serve a twelve (12) month probationary period. Performance reviews will be made at six (6) and twelve (12) months. The probationary period may be extended by mutual agreement. During an employee's probationary period the Employer may discharge the employee and said discharge shall not be subject to review.

Article 11 – Seniority

For the purposes of layoff and recall, seniority shall accrue from the employee's most recent beginning date of employment within the bargaining unit.

An employee's seniority shall be terminated for any of the following reasons:

1. the employee quits;
2. the employee is discharged;
3. the employee is laid off for a period exceeding one (1) year;
4. the employee fails, within seven (7) days after service of notice, to respond to recall from lay-off after written notice by certified mail is sent to the employee at the last address appearing on the Employer's records;
5. the employee is absent from employment for three (3) consecutive working days without notice to the Employer;
6. the employee retires;
7. the employee fails to return to work upon expiration of an approved leave of absence;
8. the employee is transferred or promoted to a non-bargaining unit position with the Employer.

Upon request by the Union, the Employer agrees to provide the Union with a current seniority list.

When the Employer decides to lay off and recall employees, employees shall be laid off and recalled by seniority generally, and by qualifications (job related certifications) in cases where specific skills are required. The Employer agrees to notify the Union in writing of all layoff and recall notices. Laid off employees will remain on a recall list for one year.

Article 12 – Hours of Work, Exchanges

Full-time employees shall be scheduled to work a rotational schedule of twenty-four (24) hour shifts, also known as a “(work) day”.

Employees shall be allowed to exchange tours of duty, or parts thereof, provided they give written notice to, and with prior approval of, the EMS Director or designee. The notice must be on the appropriate form, submitted by the employee being replaced, and signed by both scheduled and replacement workers. By signing the form, responsibility for working transfers to the replacement worker.

The maximum number of consecutive hours an employee may work is seventy-two (72), except in cases of an emergency as determined by the EMS Director or designee.

Article 13 – Pay Policy

Full-time Paramedic employees shall be compensated according to the salary schedules, classifications and ranges designated in Appendix A.

The rotational work schedule establishes a nine week cycle, over which the average number of hours scheduled is fifty-six (56) per week. The bi-weekly pay rates in Appendix A reflect the automatic payment of the overtime rate (time and one-half (1 ½) the hourly rate) for sixteen (16) hours per week. For calculation of payroll, all approved paid leave shall be considered as time worked, and shall not reduce the base bi-weekly pay.

When an employee leaves employment, the City will prorate his/her final check to reflect the percentage of hours actually worked that pay period, to the hours the employee would normally be scheduled to work that pay period. E.G. An employee who works two of five regularly scheduled shifts will be paid 2/5 of the bi-weekly salary.

The biweekly salary calculation of employees who leave employment will be applied in the same manner to active employees who experience unpaid time off. Specifically, if an employee only works 50% of the scheduled hours in the biweekly payroll, they will only receive pay for 50% of the regular hours and 50% of the scheduled overtime hours. Approved leave (sick, vacation, holiday) is counted as hours worked in this calculation. However, additional overtime will not be considered in this calculation.

Article 14 – Overtime

Scheduled Overtime

All authorized work in excess of forty (40) hours per week (Monday - Sunday) shall be compensated at the rate of time and one-half (1 ½). All approved paid leave shall be considered as time worked in computing overtime under this paragraph.

Additional Overtime

The EMS Director, or designee, may prescribe additional overtime work to meet operational needs. In general, open work shifts shall be offered first to LTE paramedics or the EMS Command Staff. If a scheduled Vacation/Holiday vacancy is not filled by an LTE paramedic five (5) days prior to the start of the shift, the overtime shall be offered to full-time staff, in accordance with the following guidelines:

1. Compensation shall be at time and one-half (1 ½) the hourly rate.
2. The EMS Director will maintain a rotating list of seniority of the full-time paramedic staff.
3. Overtime shifts will be offered first to the most senior paramedic on the list for whom the shift would not result in more than a forty-eight (48) hour tour of duty. If that paramedic declines or is unavailable, the shift will be offered to the next person on the seniority list, and so on, for those for whom the shift would not result in more than a forty-eight (48) hour tour. One phone call to the primary telephone number listed for the paramedic shall be considered to constitute an offer of overtime.
4. If the shift is still open, it will be assigned according to the following procedures.

Forced Overtime

If the EMS Director, or designee, is unable to fill the vacant shift through the above procedure, forced overtime will be assigned to the least senior paramedic of the crews that are on their three shift work rotation, according to a rotating reverse seniority list, provided the shift would not result in more than a forty-eight (48) hour tour. This may require the ordering of two paramedics, each working twelve (12) hour shift to avoid hours worked in excess of forty-eight (48). The EMS Director will make every effort to assign forced overtime to paramedics on the two shifts that are in duty rotation and avoiding, if at all possible, assigning forced overtime to a paramedic on their four day off work rotation. Compensation for forced overtime shall be at one and one-half (1 ½) times the hourly rate.

The intent of this procedure is to equalize forced overtime among employees, as much as possible.

No Pyramiding of Overtime Pay

It is the parties' intent that there shall be no pyramiding or duplication of overtime payments under the various provisions of this Agreement providing for overtime pay.

Article 15 – Call Back

An employee who is called back to duty shall receive a minimum of three (3) hours compensation at time and one-half (1 ½) their hourly rate.

Article 16 – Hold Over

An Employee held over at the end of their tour of duty shall be compensated at time and one-half (1 ½) their hourly rate, in multiples of fifteen (15) minutes (.25 hour). An employee that is held over for greater than five (5) hours shall have that time counted as a forced overtime assignment and will be moved to the bottom of the reverse seniority list.

Article 17 – Jury Service

Employees who are called for jury service in any court of the State of Wisconsin or of the United States shall be granted a leave of absence without loss of pay to serve as a juror. Such employees shall be entitled to the option of either receiving their jury duty pay or receiving their regular pay for their normal schedule of hours on any day they are absent due to jury duty. If the employee chooses to receive the regular pay from the City, the full amount of jury duty pay, including all expenses other than mileage and meals, shall be reimbursed to the City by the employee. Any employee who reports to jury duty, but who is released from jury duty prior to the end of the employee's normal work day, shall return to his/her place of work within a reasonable time period.

Article 18 – Subpoenaed Witness

If an employee is subpoenaed to testify while off-duty in a matter related to City employment, the employee will be compensated at time and one-half (1 ½) their hourly rate for all time and expenses related to such testimony, including, but not limited to, parking, mileage, and preparation time as authorized by the City.

If an employee is subpoenaed to testify in a matter not directly related to City employment, the employee will provide notice and proof of the need to be released from duty. The employee may use accumulated holiday leave or vacation leave to maintain normal pay.

Article 19 – Family and Medical Leave

Eligible employees shall be granted leaves of absence pursuant to the Wisconsin and Federal Family and Medical Leave Laws.

Article 20 – Additional Medical Leave of Absence

An employee requiring additional medical leave of absence, without pay, beyond the State and Federal Family Medical Leave Laws, shall secure written permission from the City Administrator thirty (30) days prior to such leave. The maximum leave of absence shall be ninety (90) calendar days. During the period of absence the employee shall not engage in employment which violates their medical restrictions and shall provide a written medical update of their condition every thirty (30) days. Failure to comply with this provision may result in immediate discharge. The Employer shall notify the Union in writing of any leave of absence as soon as possible after it is granted.

The employee must make advance arrangements for continuation of any benefit programs and “fair share” deductions.

Article 21 – Military Leave

Any employee duly enrolled in the military service of the United States shall be entitled to all benefits provided by any applicable State or Federal laws.

Any employee, who is required to take leave to fulfill military reserve obligations or Wisconsin National Guard obligations, shall be paid the difference, if any, between their normal compensation for scheduled hours of work missed, and the amount paid for the military activity. This compensation is not to exceed fifteen (15) calendar days in any twelve (12) month period.

Article 22 – Bereavement Leave

Regular full-time employees shall be allowed paid leave for bereavement according to the following schedule.

- Two 24-hour shifts (48 hours) bereavement leave is allowed for the death of a parent, spouse, child, brother, sister, and grandparent of the employee.
- One 24-hours shift (24 hours) bereavement leave is allowed for the death of a great-grandparent, grandparent-in-law, grandchild, parent-in-law, brother-in-law, sister-in-law, step parent, step child, and relative of the employee or spouse living in the employee’s house.

- Twelve (12) hours bereavement leave is allowed for the death of an aunt, uncle, cousin, niece or nephew of the employee.

Bereavement leave is not intended to accrue or accumulate over time and should be used within a reasonable time. Sick leave may be used to extend bereavement leave with the EMS Director's approval.

Article 23 – Off-Duty Training and Staff Meetings

The employer shall conduct a sufficient number of training sessions during the course of the two-year State Paramedic re-licensure period to ensure license renewal requirements are met. In addition, departmental staff meetings may be held as necessary.

Paramedics shall be compensated at time and one half (1 ½) their hourly rate, for a minimum of two (2) hours or for actual time of all previously approved re-training sessions and mandatory staff meetings attended while off-duty, whichever is greater.

Paramedics who are required by the City to attend Advanced Cardiac Life Support (ACLS) or Pediatric Advanced Life Support (PALS) training while off-duty, shall be compensated at time and one-half (1 ½) their hourly rate for all classroom instruction time.

Article 24 – Sick Leave

Full-time paramedic employees shall be granted paid Sick Leave for absence caused by personal illness or injury, to care for an ill or injured family member, or to extended bereavement leave with the approval of the EMS Director.

For purposes of this article 'family member' shall include all persons residing at the employee's primary residence and all family members as defined under State and Federal Family Medical Leave Acts.

Sick Leave shall be earned at a rate of twelve (12) hours per month and shall accrue to a maximum of 1,248 hours. Sick leave will be taken in increments of one-half (1/2) hour.

During the first twelve (12) months of employment, employees may use Sick Leave in advance of accrual, to a maximum of 144 hours. Used Sick Leave not previously accrued shall be repaid to the City if the employee is terminated prior to the completion of his/her twelve (12) month probationary period.

An employee, who uses Sick Leave for three (3) consecutive 24-hour work shifts due to his/her illness, may be required to furnish a note from a medical practitioner indicating diagnosis of illness.

Employees who have reached the age of fifty (50) shall have Sick Leave, to the extent accrued and available, converted to pay at their current rate and deposited to their Post Employment Health Plan (PEHP) account in October of each year as follows:

Fifteen (15) to nineteen (19) years of service – convert twenty-four (24) hours.

Twenty (20) plus years of service – convert forty-eight (48) hours.

Sick Leave Bonus - Any paramedic using forty-eight (48) hours or less of sick leave in a calendar year shall be entitled to twenty-four (24) additional hours of leave to be taken during the next calendar year.

Article 25 – Vacation Leave

Employees shall be granted Vacation Leave with pay subject to the following terms and conditions.

1. Vacation Leave shall accrue based on continuous service including periods of paid time off.
2. In the event of the death of an employee, any unused Vacation Leave shall be added to the last payroll check due to the employee.
3. Vacation Leave shall accrue at the rate specified in the table below.

Vacation Leave Accrual Schedule

Date of Hire	Forty-eight (48) hours
End of Year One	One hundred twenty (120) hours
End of Year Five	One hundred sixty-eight (168) hours
End of Year Twelve	Two hundred sixteen (216) hours
End of Year Twenty	Two hundred forty (240) hours Plus forty-eight (48) hours pay

4. The process for scheduling Vacation Leave shall be according to Appendix B.

5. Employees shall be allowed to carryover a maximum of forty-eight (48) hours of Vacation Leave, subject to current City policy.
6. Vacation will be taken in increments of twelve (12) hours.

Article 26 – Holidays

Holidays will be taken in increments of twelve (12) hours.

Employees shall be given seventy-two (72) hours of paid Holiday Leave on January 1 of each year, to be scheduled throughout the year, according to the Vacation Leave Scheduling Policy. Any Holiday Leave not used by the end of the year shall be paid in cash at his/her hourly rate on the first pay in December. Holiday Leave time will be prorated for new employees.

Employees who are scheduled to begin their work shift on the following designated Holidays (which start at 7am), will be compensated at one and one-half (1 ½) times their hourly rate for twenty-four (24) hours:

New Years Day (January 1), Easter (observed), Memorial Day (observed), Independence Day (July 4), Labor Day (observed), Thanksgiving Day (observed), Christmas Eve (December 24), Christmas Day (December 25), New Years Eve (December 31).

If an employee is assigned to fill in for less than a full duty shift on a designated holiday or an employee's previous shift extends beyond the scheduled starting time for a holiday shift, the employee shall receive, on an hour-for-hour basis, holiday time off for the hours actually worked on the holiday shift.

An employee who is scheduled to work on a shift that begins on a designated holiday, but does not work the entire scheduled shift, shall receive holiday time off for only those hours actually worked on that shift.

Employees will receive Holiday Leave, with pay, for Holiday hours worked, equal to one hundred percent (100%) of holiday hours worked.

In the event of the death of an employee, accrued Holiday Leave shall be added to the last payroll check due the employee.

Article 27 – Insurance

Health Insurance

The City shall provide regular full-time employees with the following health insurance plan options provided they are made available to the City:

Dean Health Plan
Physicians Plus HMO
Group Health Cooperative HMO

The City shall pay one hundred percent (100%) of the premium for employees who elect single coverage. The City shall pay one hundred percent (100%) of the lowest cost premium for employees who elect family coverage. Employees electing family coverage shall pay any remaining premium by payroll deduction.

Effective 1/1/2011, the City shall pay one hundred percent (100%) of the lowest cost premium for employees who elect single or family coverage. Employees electing other coverage shall pay any remaining premium by payroll deduction.

Eligibility to participate in the group health insurance program shall begin on the first day of month following one (1) full month of employment.

The City reserves the right to add additional carriers, provided the level of benefits remain substantially the same.

Life Insurance

The City shall pay the full premium for life insurance coverage (accidental death and disability) equal to one time the employee's annual earnings.

Employees may purchase Supplemental and Additional life insurance and dependent life insurance through payroll deductions. Eligibility shall begin on the first day of the month following one (1) full month of employment.

Dental Insurance

The City shall pay the full cost of the premium for family and single dental insurance. Eligibility shall begin on the first day of the month following one (1) full month of employment.

Long Term Disability

Full-time employees may elect to purchase Long Term Disability coverage that the City offers, at the employee's expense. This benefit becomes effective the 1st day of the month following one (1) full month of service.

Benefit Bank / Office Co-Pay

The City shall provide reimbursement of up to two hundred twenty-five dollars (\$225) per year to employees enrolled in the City's Health Plans for out-of-pocket medical expenses.

There shall be implemented a \$10 office co-pay to be applied to covered employees and their dependents ages 18 or older under each of the group health insurance plans being offered.

Flexible Spending Program

Employees shall be eligible to participate in the City's Flexible Spending Program (IRS Section 125 Plan). Participation shall be on a voluntary basis and shall be subject to complete and continuous compliance with the rules established in the Plan Document and those established by the Internal Revenue Service.

Inclusions

The City shall continue its contribution toward health, dental and basic life insurance premiums during periods of approved state or federal FMLA leaves.

Retired employees may continue to participate in the City group health insurance programs through the use of their PEHP funds and COBRA.

The provisions set forth above shall be continued from the expiration date of this agreement until a successor agreement is agreed.

Article 28 – Pension

Pension Contributions

The City shall contribute an amount equal to twelve and four tenths percent (12.4%) of the employee's base pay to the 401 Plan. For purposes of this provision, base pay means the employee's regular schedule of hours as defined in Article 13 (56 hours per week on average over a 9 week rotational work schedule).

Employees will be vested according to the following schedule.

- Completion of 1 year in the program - 20% vested
- Completion of 2 years in the program - 40% vested
- Completion of 3 years in the program - 60% vested
- Completion of 4 years in the program - 80% vested
- Completion of 5 years in the program -100% vested

Deferred Compensation

Employees shall be eligible to participate in the City's 457 Deferred Compensation Program.

Post Employment Health Plan (PEHP)

The City shall contribute \$16.67 per month to the Post Employment Health Plan account of each employee.

Article 29 – Retirement

An employee who leaves City employment, and has reached the age of fifty (50) and has at least fifteen (15) years of service with the City, shall have their currently accrued sick leave (not to exceed 1248 hours) converted to cash, at his/her ending hourly rate, and credited to his/her individual Post Employment Health Plan (PEHP) account. An

employee is limited to the combined total of 1248 hours of sick and previously converted hours. For every full year of service to the City above fifteen (15) years, the age requirement shall be decreased by one year.

Upon separation or retirement, unused and accrued Vacation Leave and Holiday Leave shall be paid out at the employee's last rate of pay.

Article 30 – Worker's Compensation

If an employee is entitled to receive compensation for temporary disability in accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall continue to be paid by the City at one hundred percent (100%) of the same rate on the same basis as he/she was paid for his/her normal schedule of hours prior to such injury, provided no employee shall receive less than the same net regular pay as he/she was paid prior to such injury. Said pay shall include his/her worker's compensation benefit and shall continue for a period not to exceed sixty-one (61) work days (duty shifts) within any twelve (12) month period for the same underlying temporary disability. While in full pay status, the employee shall continue to accrue sick leave, vacation leave and holiday leave benefits in accordance with the provisions of this agreement. Payment provided herein shall include the first three (3) days of disability if the period of disability reaches seven (7) days.

Article 31 – Training Officer Assignment

The EMS Director shall appoint a training officer who shall be compensated for associated additional duties as shown in Appendix A. Such appointment shall be for a two-year term.

Article 32 – Uniforms

Subject to the rules of Sun Prairie EMS, the City shall provide the original complete uniform for employees, and such uniforms shall remain the property of the City. Thereafter, the City shall replace uniforms as may be deemed necessary by the EMS Director. The City shall replace any uniform articles damaged on duty.

The City will pay up to \$200 toward the purchase of each employee's boots every two (2) years.

Article 33 – Loss or Damage

For loss or damage while on duty, the City agrees to reimburse employees up to fifty dollars (\$50) for the loss of, or damage to, personal wristwatches, and up to one hundred dollars (\$100) for the loss of, or damage to, personal eyewear.

Article 34 – Common Mess

All station meals will be conducted under a common mess with contributions made by each employee on a shift, even if the employee chooses not to eat the meal. The union members will coordinate this activity and the City will be held harmless against all claims arising from this article.

Article 35 – Continuation of Benefits

All terms and conditions of this agreement shall continue until a successor agreement is enacted.

Article 36 – Duration of Agreement

This Agreement is effective as of date of execution, or issuance of the Arbitrator's award, whichever occurs first, and shall remain in full force and effect through the 31st day of December 2011.

On or before June 30, 2011, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. The parties shall exchange initial proposals for the successor Agreement at the first scheduled negotiation session. It is agreed that should a successor Agreement be delayed past the above referenced expiration date, the terms and conditions as set forth in this Agreement will continue until a successor Agreement is reached.

Signatures

In witness wherefore, the parties hereto have executed this Agreement on this ____ day of _____, 2010.

City of Sun Prairie

International Association of
Fire Fighters Local 311

City Administrator

President

Chair of Personnel

Bargaining Committee

Chair of Finance

Bargaining Committee

EMS Director

Bargaining Committee

City Attorney

Appendix A – Wages

COMPENSATION SCHEDULE FOR PARAMEDICS					
Effective January 1, 2010					
2% Increase across the board					
1.5% 15-yr step added					
POSITION		HOURLY	OVERTIME	BI-WEEKLY*	ANNUAL**
PARAMEDIC	Start	\$14.23	\$21.345	\$1,821.44	\$47,357.44
	1 year	\$14.79	\$22.185	\$1,893.12	\$49,221.12
	2 years	\$15.40	\$23.100	\$1,971.20	\$51,251.20
	3 years	\$16.00	\$24.000	\$2,048.00	\$53,248.00
	4 years	\$16.66	\$24.990	\$2,132.48	\$55,444.48
	7 years	\$17.32	\$25.980	\$2,216.96	\$57,640.96
	15 years	\$17.58	\$26.370	\$2,250.24	\$58,506.24

The Training Officer shall receive an additional \$0.51 per hour, applied to his/her base hourly rate.

* Bi-weekly is based on 56 hours per week (including 16 hours of overtime).

** Annual is based on 2912 hours per year (including 832 hours of overtime).

COMPENSATION SCHEDULE FOR PARAMEDICS					
Effective January 1, 2011					
2% Increase across the board					
POSITION		HOURLY	OVERTIME	BI-WEEKLY*	ANNUAL**
PARAMEDIC	Start	\$14.51	\$21.765	\$1,857.28	\$48,289.28
	1 year	\$15.09	\$22.635	\$1,931.52	\$50,219.52
	2 years	\$15.71	\$23.565	\$2,010.88	\$52,282.88
	3 years	\$16.32	\$24.480	\$2,088.96	\$54,312.96
	4 years	\$16.99	\$25.485	\$2,174.72	\$56,542.72
	7 years	\$17.67	\$26.505	\$2,261.76	\$58,805.76
	15 years	\$17.93	\$26.895	\$2,295.05	\$59,671.04

The Training Officer shall receive an additional \$0.52 per hour, applied to his/her base hourly rate.

* Bi-weekly is based on 56 hours per week (including 16 hours of overtime).

** Annual is based on 2912 hours per year (including 832 hours of overtime).

Appendix B – Vacation Leave Scheduling Procedure

The following procedure shall be used to schedule vacation leave for full time paramedics.

1. One FTE paramedic will be staffed on each ambulance at all times.
2. For vacation leave during the period of January 1 through January 31, requests shall be submitted to the Director by November 15. For vacation leave during the period of February 1 to December 31, requests shall be submitted to the Director by December 15. All vacation requests will be granted based upon seniority.
3. For vacation leave not scheduled under #2 above, the following shall apply. Requests submitted to the Director in writing by the first of the month preceding the month of requested time off (e.g. by March 1 for leave in April), shall be granted on a first-come, first served basis if scheduling permits.
4. To schedule vacation leave with less lead time than provided under #2 or #3 above, requested vacation leave shall be granted, provided the employee finds coverage for that time off, utilizing the current LTE employees and approval of the EMS Director.

MEMORANDUM OF UNDERSTANDING

Between
City of Sun Prairie (City)
And

International Association of Fire Fighters Local 311

WHEREAS, the City and the Union are committed to maintaining the highest possible standards of physical fitness and well-being for staff providing emergency medical and paramedic services so as to insure the safe and efficient delivery of such services to members of the community and;

IT IS AGREED that representatives of the City and the Union will work cooperatively as a Safety & Wellness Committee to develop a physical fitness and wellness program.

- This committee shall establish a program which is job-related, reasonably attainable and designed to improve and maintain the overall health and well-being of EMS and paramedic personnel.
- The goal is to help minimize duty-related injuries, provide for more efficient and safe delivery of services and instill confidence in the ability of such personnel to provide needed assistance to members of the community.
-

To accomplish these items, both parties agree to the following action steps and deadlines:

1. A Sun Prairie EMS Safety and Wellness Committee will be established by _____, 2010. This committee will include the EMS Director, Human Resources Director, and a minimum of 2 IAFF union employees. The City agrees to schedule such meetings during the employees' regular work shifts. Additional EMS employees are encouraged to attend on their own time.
2. The first meeting of this Committee will be held prior to _____, 2010 and monthly thereafter.
3. The committee will draft an EMS Physical Fitness and Wellness program by _____, 2010 to meet the goals stated above. This program will include a budget proposal outlining all associated costs.
4. The negotiations committee will meet in _____ to review the drafted program and discuss possible adoption.

This memorandum of understanding is dated this _____ day of _____, 2010.

For the City of Sun Prairie:

For IAFF Local 311

MEMORANDUM OF UNDERSTANDING
Between
City of Sun Prairie (City)
And
International Association of Fire Fighters Local 311

Both parties agree that if the State of Wisconsin Technical College System creates a method of compensating paramedics to actively instruct EMS students, the City of Sun Prairie and members of Local #311 will re-open the current 2010-2011 bargaining unit contract for negotiations.

Upon receipt of written notice from either party, negotiations shall commence within thirty (30) calendar days. During such negotiations, the only subject discussed will be the possibility of paying paramedics a wage differential for providing educational instruction to EMS students.

The narrowly defined contract re-opening language above is mutually agreed to by the City and the Union, this _____ day of _____, 2010 and will expire upon the completion of the current contract (December 31, 2011).

For the City of Sun Prairie:

For IAFF Local 311

