

COLLECTIVE BARGAINING AGREEMENT

Between

FITCH-RONA EMERGENCY MEDICAL SERVICES DISTRICT

And

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 311**

**For The Period
January 1, 2010 to December 31, 2012**

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PREAMBLE

THIS AGREEMENT is made and entered into according to the provisions of Section 111.70, Wisconsin Statutes, by and between the Fitch-Rona EMS District, hereinafter called the "District" or "Employer", and Local 311 of the International Association of Firefighters AFL-CIO, hereinafter called the "Union".

ARTICLE 1 - RECOGNITION

1.01 Definition of Bargaining Unit.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time emergency medical personnel employed by Fitch-Rona EMS District, excluding administrative personnel, supervisors, confidential, managerial and executive employees, as defined in the Municipal Employment Relations Act.

ARTICLE 2 – NON-DISCRIMINATION

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

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Operation of the Employer.

The Union recognizes the prerogative of the District and the EMS Chief to operate and manage the affairs of the District in all respects in accordance with its responsibilities and the powers and authority conferred upon the District by applicable law, rules and regulations and that the District retains such powers and authority which the District has not expressly abridged, delegated or modified by the terms of this Agreement.

These rights include, but are not limited by enumeration, the right to:

- A. Direct all operations of the Employer.
- B. Establish, modify and enforce reasonable rules. Any dispute with respect to these rules shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said rules may be subject to the grievance and arbitration procedures as set forth in this Agreement.
- C. Create, add, reduce, combine, modify, and eliminate positions within the District.
- D. Hire, train or retrain, promote, transfer, schedule, determine staffing levels, and

assign employees in positions within the District.

- E. Suspend, demote, discharge and take other disciplinary action against non-probationary employees for just cause.
- F. Relieve employees of their duties, lay them off, or spread the work among employees because of lack of work.
- G. Maintain efficiency of District operations.
- H. Introduce new or improved practices, methods, equipment or facilities, or change existing practices, methods, equipment or facilities.
- I. Schedule and modify the hours of work and determine the assignment and allocation of duties consistent with current practice.
- J. Establish performance standards and evaluate employee performance.
- K. Determine the amount and quality of the work and services to be performed as pertains to District operations and the number and kind of classifications to perform such work and services.
- L. Utilize limited term, part-time or volunteer employees when deemed necessary consistent with current practice.
- M. Schedule and mandate overtime work when necessary.
- N. Take whatever action is necessary to carry out the functions of the District in situations of emergency.

3.02 Compliance with Regulations.

Notwithstanding anything else herein contained, the Employer may perform all acts or do whatever may be necessary or proper to comply with any Federal or State laws, regulations, or rules which regulate or which are applicable to it, its employees, or its operations.

3.03 Subcontracting.

The Employer shall have the right to subcontract work consistent with sound business considerations, provided there are no bargaining unit members laid off as a result.

3.04 Bargaining Unit Work.

Management, supervisory, or other employees shall not normally perform work in jobs covered by this Agreement, unless otherwise mutually agreed to, except under the following circumstances:

- A. The quantity of the work or the effect on the bargaining unit is minor;
- B. The work is experimental or arises as a consequence of a technological change or a change in existing practices, methods, equipment or facilities;
- C. An emergency (including but not limited to Acts of God or other disasters) or special situation or need is involved (including but not limited to covering for absences or scheduling gaps to ensure uninterrupted full service ambulance coverage); or
- D. Employees are being trained.

ARTICLE 4 - DUES CHECKOFF – FAIR SHARE

4.01 Union Membership.

Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit, subject to the Fair Share provision.

4.02 Dues Checkoff.

Upon receipt of a voluntary written individual authorization from any of its employees covered by this Agreement on a form provided by the Union, the District will deduct from the pay due such employee, those dues required as the employee's membership dues in the Union. Such authorizations shall be effective only as to membership dues required after the date of delivery of such authorizations to the District's Office. Deductions shall be made from the employee's pay for each pay period in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions. In the event that an employee does not have sufficient earnings due him/her during the pay period when the dues are normally withheld to equal or exceed the amount of the certified deduction, no dues shall be withheld and the District shall have no obligation to subsequently withhold dues that may have been due for that period.

Deductions shall be in such amount as shall be certified to the District in writing by the authorized representative of the Union. New authorizations must be submitted as indicated above by employees returning after a leave of absence without pay in excess of twelve (12) months. Monies collected from the members as dues shall be forwarded to the Secretary-Treasurer of the Union within ten (10) days after each deduction.

4.03 Fair Share.

The District agrees to deduct a fee each pay period from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the dues uniformly required of all members of the unit as certified by the Officers of the Union. Such deductions shall be made from the employee's pay, for the first pay period in each month in which he/she

has sufficient earnings to cover the same deductions for taxes, insurance, retirement, and other deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld and the District shall have no obligation to subsequently withhold fees that may have been due for that period.

4.04 Voluntary Contribution Program.

The District agrees to establish an additional payroll deduction for the Union's voluntary contribution program. The Union will administer the program and bear the costs associated with said program. The amount deducted shall be a flat dollar amount per pay period as designated by the employee according to an annual written authorization, and provided to the Union under the same guidelines as dues and fees deductions.

4.05 Indemnification.

The Union shall indemnify and the District shall be saved harmless in the event of any claim, demand, suit, order, defense costs, including attorney's fees, or other forms of legal controversy or liability with regard to the application of this Article and/or action taken or not taken by the District under this Article.

ARTICLE 5 - PROHIBITION OF STRIKE ACTIVITY

5.01 No Strikes.

The parties to this Agreement mutually recognize and agree that the services performed by the employees of the District are services essential to the public health, safety and welfare. Therefore, the Union agrees for the duration of this Agreement, Union officers, representatives or members, and all employees in the bargaining unit will not authorize, assist, support or participate in any strike, walkout, work stoppage, picketing, work slowdown or interruption of work, operations or services.

5.02 Union Responsibility.

Upon notification confirmed in writing by the District to the Union that certain of its members are engaged in a wildcat strike or other prohibited concerted action including strike, walkout, work stoppage, picketing, work slowdown, interruption of work, operations or services or refusal to perform any customarily assigned duties, the Union shall immediately, in writing, order such members to return to work immediately, and provide the District with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike or action by the District shall not establish the nature of the strike or prohibited action. Such notification by the Union shall not constitute an admission by it that a wildcat strike or other prohibited action is in progress or has taken place, or that any particular member is or has engaged in a wildcat strike or other prohibited action. The notification shall be based solely on the representations of the District. In the event that a wildcat strike or prohibited action occurs, the Union agrees to take all reasonable effective and affirmative action to secure

the members return to work as promptly as possible. Failure of the Union to issue such orders and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike or prohibited action. The Union shall not be liable where it is established that the acts or actions are not caused or authorized by the Union.

5.03 Penalties for Violation.

The Employer may take any action authorized by this Agreement or by applicable law in the event of a violation of this Article or the commencement of a strike prohibited under the Municipal Employment Relations Act. Each employee who holds a position as an officer, agent or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. Accordingly, the Union agrees to notify all Union officers, agents and representatives of their obligation and responsibility for maintaining compliance with this Article.

ARTICLE 6 - UNION VISITATION, BUSINESS AND BULLETIN BOARDS

6.01 Union Staff Visitation.

An authorized representative of the Union shall have access to the Employer's facility for the purpose of conferring with the Employer, individual members of the Union or a local Steward or Union officer for the purpose of administering this Agreement. The authorized representative shall notify the Chief or Deputy Chief(s) on arrival or sooner.

6.02 Union Business.

The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a local Steward from the proper processing of any grievance in accordance with the procedure outlined in this Agreement nor to prevent certain routine business such as posting of Union notices and bulletins or conferring with authorized representatives of the Union, provided that such processing or business is for a reasonable length of time and does not interfere with Employer operations and the regular job duties of the Steward, officer or member. Time spent in conducting business described in this Section shall not be deducted from pay, provided no more working time than is reasonably necessary is utilized.

6.03 Bulletin Board and Union Postings.

The Employer shall provide suitable space on a bulletin board for use by the Union. All postings on the bulletin board must be posted by an officer or member of the Union and shall be limited to the following:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union meetings.
- C. Notices of Union appointments.
- D. Notices of Union elections.
- E. Results of Union elections.
- F. Reports of committees of the Union.

- G. Rulings or policies (including those issued by the International Union or other related labor organizations with which the Union is affiliated).
- H. Judicial or quasi-judicial decisions (e.g., information affecting members of the bargaining unit such as the results of fact-finding, grievances, etc.).
- I. Any other material authorized and approved by the EMS Chief or Deputy Chiefs and an officer of the Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting negatively upon the District, any of its employees or officers, or any labor organization among its employees. In the event that material, notices or announcements which violate the provisions of this Section are posted, the Union shall promptly remove them from the bulletin board upon written demand from the District. If the Union fails to remove materials in violation of this Section, the District reserves the right to remove said material from the bulletin board.

6.04 Union Negotiators.

The Union shall advise the District, in writing, of its chosen two (2) negotiators from the bargaining unit for the purpose of conducting negotiations with respect to wages, hours, and conditions of employment. Said negotiators will not be paid for attendance at negotiation sessions conducted outside scheduled work hours but will be paid at their regular rate of pay for attendance at negotiation sessions conducted during scheduled work hours. The names of the chosen negotiators shall be submitted to the Commission Chairperson and EMS Chief or Deputy Chiefs sufficiently in advance of regularly scheduled meetings so as to permit the scheduling of operations within Fitch-Rona EMS District. Negotiators attending negotiation sessions during scheduled work hours will be expected to respond to ambulance calls as needed.

6.05 Use of Mail Systems.

The Union shall have the right to use the District's inter-departmental and electronic mail systems, subject to any restrictions contained in the District's internal policies for use of same, for the purpose of communication with employees regarding Union-related issues as set forth in Section 6.03 (A)-(H).

6.06 Voting in Union Elections.

If work schedules do not allow Union members to vote in a Union election or referendum during off-duty time, a reasonable amount of time as determined by the EMS Chief or Deputy Chiefs will be allowed to those Union members to vote while on duty provided that the members do not have to leave the District response area in order to vote.

ARTICLE 7 – GRIEVANCE AND ARBITRATION

7.01 Definition.

Only matters involving interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance under the provisions of this Agreement. Expressly excluded from

arbitration is a grievance based upon events that occur prior to the effective date of this Agreement. Expressly excluded from grievance and arbitration is the discipline, discharge or suspension of probationary employees, who may be disciplined, discharged or suspended without just cause and whose disciplines, discharges or suspensions shall not be used as precedent in discipline, discharge or suspension of non-probationary employees.

7.02 Grievance Processing.

The District agrees to allow an aggrieved party sufficient time during their normal work shift for the processing of his/her grievance. In the event of a dispute concerning interpretation, application or enforcement of the terms of this Agreement, the employee shall perform his/her assigned work task and follow the instructions of his/her supervisor and grieve the dispute later.

7.03 Written Grievances.

All written grievances shall contain the name of the grievant, a clear statement of the grievance, the issue involved, including specification of the contract provision(s) claimed to be violated, the date the incident took place, the remedy requested, the signature of the grievant and the date of the written grievance.

7.04 Time Limitations.

The time limits for processing grievances from one step in the procedure to another and for providing notice of intent to arbitrate may be extended upon mutual written agreement of the parties.

GRIEVANCE PROCEDURE

7.05 Step One.

The employee shall take the grievance up orally with the EMS Chief or designated Deputy Chief within thirty (30) calendar days of the occurrence of the event. The EMS Chief or Deputy Chief shall attempt to make a mutually satisfactory adjustment and, in any event, shall be required to give an answer in writing to the grievant within fourteen (14) calendar days of the oral discussion if, immediately upon the conclusion of the oral discussion, the grievant completes the designated form indicating that the oral discussion constitutes a grievance and provides the completed form to the EMS Chief or Deputy Chief. If a form is not completed and provided to the EMS Chief or Deputy Chief, the discussion shall not constitute a grievance and shall not serve to extend the timeline for processing a grievance based on the disputed event.

7.06 Step Two.

The grievance shall be considered settled in Step One unless, within fourteen (14) calendar days of the EMS Chief's or Deputy Chief's written answer, the grievance is reduced to writing and presented to the District's Commission Chairperson. Within fourteen (14) calendar days of the date of the written grievance, the District's Commission, or at its discretion, the District's

Personnel Committee, shall meet with the parties to hear the grievance. Within fourteen (14) calendar days of hearing the grievance, the Commission or Personnel Committee shall issue a written decision on the grievance.

ARBITRATION

7.07 Arbitration Request.

If the grievance is not settled under the grievance procedure, within thirty (30) calendar days following the date of the written decision of the District Commission or Personnel Committee, either party may, upon written notice to the other, request that the matter be submitted to arbitration. In the event arbitration is requested, the arbitrator will be selected from a panel of five (5) ad hoc arbitrators from the Wisconsin Employment Relations Commission.

7.08 Selection of Arbitrator.

Alternate elimination shall be used to select the arbitrator from a panel. The last remaining person shall then be appointed. The District shall eliminate first for the parties' first arbitration. Thereafter, the party who shall eliminate first will alternate. If the parties mutually agree, a staff member of the Wisconsin Employment Relations Commission shall serve as arbitrator.

7.09 Arbitrator's Jurisdiction.

The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to render observations or declarations of opinion, which are not directly essential in reaching the determination. The arbitrator shall have no authority to impose liability for the time before the effective date of this Agreement or after the termination date of this Agreement during any contract hiatus or to impose an award retroactive for any period prior to the date of the event giving rise to the grievance. Any grievance arising from or relating to the District's exercise of its authority under Article 3, Management Rights, or any grievance not presented or appealed within the time limits and in the manner provided for in this Agreement shall not be submitted to arbitration. Provided, however, that if a grievance with respect to the reasonableness of the application of Management Rights is carried to arbitration, the arbitrator shall not substitute his/her judgment for that of Management and shall not reverse said application of Management rights unless he/she finds that Management acted arbitrarily and without reason.

7.10 Arbitration Costs.

The party losing the arbitration shall pay the full cost of all transcripts, fees and expenses of the arbitrator and court reporter. Each party shall bear its own expenses for witnesses, exhibits and counsel.

7.11 Arbitration Hearing.

The arbitrator shall hold a hearing at a time and place convenient to the parties at the earliest possible date following notification of a selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is procedurally arbitrable under the express terms of this Agreement and shall make such determination before taking evidence as to the merits of the dispute. Once it is determined that the dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the dispute submitted to arbitration.

ARTICLE 8 - EMPLOYEE STATUS

8.01 Employee Status.

While the Employer recognizes those classifications listed in Article 1 (Recognition) as being included in the bargaining unit, it is agreed that participation in the benefits of the Agreement may vary according to employee status as regular full-time or regular part-time.

A. Regular Full-Time Employees.

Regular Full-Time employees are those who are regularly scheduled to work an average of 2,496 hours per year.

8.02 Benefits Eligibility.

Regular full-time and regular part-time employees shall receive the wages, benefits and conditions of employment as specifically set forth herein.

ARTICLE 9 - PROBATIONARY PERIOD

9.01 Probationary Employees.

All employees shall serve a probationary period for the first twelve (12) months of continuous employment, provided however, that in the event such twelve (12) month period does not enable the Employer to evaluate the employee's performance in the position for which he/she was hired, any probationary period may be extended up to an additional six (6) months at the sole discretion of the Employer. During such probationary period or extension, employees are not eligible to bid on job openings. The EMS Chief or Deputy Chief(s) will evaluate the probationary employee's work performance, in writing, at least once during and/or at the end of the probationary period or any extension of the probationary period.

9.02 Benefits Eligibility.

During the probationary period vacation will accrue but employees will receive no vacation pay or vacation time off during the probationary period. If an employee quits or is terminated during the probationary period, no accrued vacation or other benefits shall be due him or her.

ARTICLE 10 – UNION REPRESENTATION

10.01

All bargaining unit members who request Union representation shall be entitled to have Union representation present during an investigatory interview that may result in disciplinary action.

10.02

When any new work rules, personnel policies, and/or rules are issued to the members of Fitch-Rona EMS, a copy shall be submitted to the Union Office via the Local 311 mailbox at the Fitch-Rona EMS Station.

ARTICLE 11 - RESIDENCY

11.01 Location of Residence.

All regular full-time and regular part-time employees are required to reside within seventy-five (75) miles of the location from which the employee is regularly scheduled to work within six (6) months of successful completion of probation. Failure to comply within six (6) months of written notice of non-compliance shall constitute just cause for termination of the employee.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 Definition.

A leave of absence is any approved unpaid time off. Only regular full-time and regular part-time employees are eligible for a leave of absence.

12.02 Reasons for Leave.

A leave of absence may be granted for the following reasons:

A. Family/Medical Leave.

Eligible employees as defined by law will be granted leaves of absence in accordance with the Wisconsin Family and Medical Leave Act. The parties agree that any dispute that arises relative to the administration of this provision shall be processed only in accordance with the exclusive remedy procedures set forth in the Wisconsin Family and Medical Leave Act.

B. Personal Leave.

A leave of absence for personal reasons may be granted to an eligible employee provided all accrued vacation and personal days have been exhausted.

C. Maternity Leave.

An unpaid maternity leave up to ninety (90) calendar days may be granted by the Chief or Deputy Chiefs upon written request submitted at least thirty (30) days, when possible, prior to the anticipated date of birth. Employees are required, as allowed by law, to exhaust all accrued vacation and personal days prior to using unpaid leave.

D. Union Leave.

Employee representatives of the bargaining unit may be permitted time off to attend the School for Workers, Union seminars, Union business, Employee Representative Conventions and Executive Board Meetings. Employee representatives permitted time off may use vacation or personal days in order to maintain normal pay or may trade shifts to do so. No more than one employee may be off at one time.

E. Military leave.

Military leaves will be granted in accordance with applicable Federal and State laws.

12.03 Written Request For Leave.

Employees desiring a leave of absence must make a request in writing to the Chief. All requests for leave must be approved by the Chief. The leave request must state the reason for leave, the anticipated starting date of the leave and the date of return. All requests should be submitted at least fifteen (15) calendar days or in the case of Family/Medical Leave or Maternity Leave at least thirty (30) calendar days in advance, if possible, of the anticipated date of leave.

12.04 Length of Leave and Return to Work Certification.

Except as required by law or for approved maternity leaves, the maximum leave of absence shall be for thirty (30) days. Extensions may be granted in the Employer's discretion in increments of up to seven (7) calendar days. Employees returning from a medical leave of absence will be required to submit a fitness-for-duty certificate from their health care provider prior to resuming their duties.

12.05 Seniority and Benefits.

Employees on an approved leave of absence shall neither gain nor lose seniority and will not earn any benefits during leave extending beyond seven (7) working days, except in the case of a work-related medical leave in which case employees shall accrue seniority and earn benefits. The District shall continue its contribution toward group insurance programs (health, dental, basic life and income continuation) for the first ninety (90) calendar days for employees on leave of absence without pay for a non work-related illness, injury or disability. After expiration of ninety (90) calendar days, and for employees on leaves of absence without pay for any other reason, employees may continue to participate in all group insurance programs by paying to the District the full cost of all premiums.

12.06 Other Employment.

Employees may not accept other employment while on a leave of absence unless the employee is unable to perform work for the District due to physical restrictions or request a leave to seek other employment. An employee on leave and found to be working elsewhere may be terminated unless the employee was unable to perform work for the District due to physical restrictions. Any employee obtaining other employment during a leave shall provide written notice to the District within five (5) calendar days of his/her first day on the job.

12.07 Failure to Return.

Employees who fail to return on or before the designated date of return from an approved leave of absence may be terminated unless there is a reasonable excuse and/or unless an extension has been granted.

ARTICLE 13 - TRAINING

13.01 Paramedic Licensure Training.

The District shall provide or make accessible training sessions sufficient to maintain paramedic licensure during each two-year re-licensure period. Regular full-time paramedics shall be compensated at their hourly pay rate for all training sessions up to a total of thirty-six (36) hours per year, including training sessions attended while off-duty and including Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS) and Cardiopulmonary Resuscitation (CPR) recertification classes. As part of the 36 available hours per year, regular full-time paramedics shall be required to attend two (2) of four (4) training sessions designated as mandatory by the District each year. Paramedics attending such training sessions designated as mandatory while off duty shall be compensated at the rate of time and one-half (1 ½) their hourly rate of pay for actual hours attended at the training session. Paramedics unable, with reasonable excuse, to attend two (2) such training sessions designated as mandatory shall work with the Chief to determine an acceptable alternative training session to attend. If the time and/or date of any mandatory session is changed, attendance becomes voluntary but compensation for attendance will remain at the rate of time and one-half the hourly rate of pay for actual hours attended at the training session. Course fees will be reimbursed but no other expenses will be reimbursed, including but not limited to lodging, mileage and meals, related to attendance at any training sessions falling within the scope of this Section 13.01.

13.02 Additional Training.

For attendance at additional training for which the District requests attendance, without requirement or reprisal for non-attendance, off-duty paramedics shall be compensated at their hourly rate for actual hours attended at the training session.

Regular full-time paramedics who are required by the District to attend additional training while off duty shall be compensated at the rate of time and one-half (1 ½) their hourly rate for the actual hours attended at the training session. For those training sessions located outside the District the paramedic shall be reimbursed for expenses approved by the District, including course fees, lodging, mileage and meals related to attendance at the training session.

ARTICLE 14 - HOURS OF WORK

14.01 Work Day and Exchanges.

The scheduled work day shall be twelve (12) or twenty-four (24) hours. The uniform work day for a 12-hour shift shall start at 7:00 a.m. and end at 7:00 p.m. and for a 24-hour shift shall start at 7:00 a.m. and end at 7:00 a.m. the following day.

Employees may exchange shifts provided the employees requesting the change provide prior written notice to a Deputy Chief signed by both employees. Employees who exchange shifts shall be responsible for working the shifts they agreed to exchange. The Employer shall not be liable for overtime which accrues through the exchange of hours.

In the event the Employer changes employees from one regular schedule of days and/or hours to another schedule of days and/or hours, the employees shall be provided at least thirty (30) days' notice of the change.

14.02 Pay Period.

Employees shall be paid once every 28 days.

14.03 Overtime.

Overtime shall be defined as all work performed in excess of forty (40) hours per work week. For purposes of overtime, "work performed" shall not include sick leave, funeral leave, leaves of absence, compensatory time, jury duty, standby duty, paramedic licensure training time or additional training that is not required by the District but shall include vacation and personal days.

The Chief or Deputy Chiefs may prescribe overtime work to meet operational needs. Bargaining unit employees shall have the first right of refusal for overtime shifts in order of rotating seniority, i.e., overtime will be offered first to the most senior bargaining unit employee and then continuing down to the least senior bargaining unit employee in order to reasonably attempt to equalize overtime between bargaining unit employees to the extent practicable over the course of a calendar year. Absent voluntary acceptance of overtime shifts, overtime shall be mandated in order of rotating reverse seniority starting with the least senior bargaining unit employee and then continuing up to the most senior bargaining unit employee. The District shall not mandate a bargaining unit member to work during the time period between his/her last scheduled work day before a scheduled vacation day(s) and his/her first scheduled work day after a vacation day(s).

ARTICLE 15 - SICK LEAVE

15.01 Sick Leave Accrual and Accumulation.

Regular full-time employees shall earn sick leave with pay at the rate of twelve (12) hours per month. Accrual shall begin upon commencement of employment. Sick leave may be accumulated to a maximum of 1,296 hours.

Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of seven (7) working days or any other unauthorized absence shall not constitute service time. Such absence shall act to reduce the number of sick leave hours that would normally have accrued during the period of absence.

15.02 Sick Leave Use.

Sick leave cannot be used until earned except during the first six (6) months of employment when employees may draw in advance of accrual after exhausting any available personal days. Should the employee leave employment with the District prior to earning sick leave to cover his/her use of sick leave, the employee shall have the overused amount deducted from the final paycheck at termination of employment. Sick leave should not be used unless actually necessary according to the circumstances and the qualifications set forth herein:

- A. Appropriate circumstances for use of sick leave:
 - 1. Absence necessitated by non-work related illness or injury to the employee or if the employee's presence is required at home due to the illness or injury of members of his or her family living in the employee's residence.
 - 2. Absence to attend the funeral of an immediate family member
- B. Qualifications for use of sick leave:
 - 1. Employees must report their absence and the reason for the absence to the Chief or his/her designee prior to the beginning of their scheduled shift.
 - 2. If an employee is sick for three (3) or more consecutive working days, or in situations where there is apparent abuse, the employee taking such leave shall furnish the Chief with a certificate of illness signed by a licensed physician, if requested. In said certificate, the physician must certify the following:
 - a. The employee was ill during the period of his or her absence; and
 - b. The employee is medically able to return to work.
 - 3. Employees must keep the Employer informed of their condition and

anticipated return to work date and must permit the Employer to make such medical inquiry as determined necessary and lawful.

15.03 Sick Leave at Retirement or Death.

Accrued, unused sick leave hours will be converted into a dollar amount and placed in an escrow account to be used to purchase health and/or dental insurance upon retirement from employment with the District. In the event of the death of an employee, any accrued, unused sick leave hours will be placed in an escrow account and may be used to purchase health and/or dental insurance for his/her surviving spouse and/or dependents until such time that the employee's escrowed funds for sick leave are exhausted. The escrowed funds shall be equal to the accrued, unused sick leave hours multiplied by the employee's hourly rate of pay at the time of retirement or death.

15.04 Sick Leave Incentive Program.

Any employee who uses no sick leave during a calendar year, starting with calendar year 2010, will be credited on January 1 of the next year with one (1) personal day (24 hours) for use in that calendar year.

ARTICLE 16 - HOLIDAYS AND PERSONAL DAYS

16.01 Holidays.

Regular full-time employees required to work on holidays shall receive time and one-half their hourly rate of pay for all hours worked on a holiday except for those holiday hours worked after forty (40) hours worked in a work week, which shall be paid at two times their hourly rate of pay.

- A. New Year's Day;
- B. Memorial Day;
- C. Independence Day;
- D. Labor Day;
- E. Thanksgiving Day;
- F. Christmas Eve;
- G. Christmas Day; and
- H. New Year's Eve.

16.02 Personal Days.

Regular full-time employees shall receive seventy-two (72) paid hours for personal days off each year. These hours are available for use upon hire and must be used within the calendar year. In the first year of employment, employees hired prior to June 30 will receive seventy-two (72) hours and those hired after June 30 will receive thirty-six (36) hours. No carry over of personal hours/days is allowed. Upon termination, non-probationary employees shall be paid for unused personal hours/days.

ARTICLE 17 - VACATIONS

17.01 Accrual Rate.

Regular full-time employees shall accrue vacation with pay as follows:

- A. At the rate of 12.0 hours per month for employees with less than five (5) years of service.
- B. At the rate of 14.0 hours per month for employees with five (5) years and less than nine (9) years of service.
- C. At the rate of 18.0 hours per month for employees with nine (9) years and less than fifteen (15) years of service.
- D. At the rate of 22.0 hours per month for employees with fifteen (15) years of service and less than twenty (20) years of service.
- E. At the rate of 24.0 hours per month for employees with twenty (20) or more years of service.

Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of seven (7) working days or any other unauthorized leave of absence shall not constitute service time. Such absence shall act to reduce the number of vacation hours that would normally have accrued during the period of absence.

17.02 Probationary Employees.

Vacation may not be used during the probationary period but it shall accrue. Probationary employees accrue vacation at the rate of 12.0 hours per month. It is awarded in January of the calendar year following their hire date but cannot be used until the employee has completed one year of service. For example, an employee hired on July 1, 2006 accrues 12.0 hours of vacation per month for July, August, September, October, November, and December, 2006. In January, 2007, the employee is awarded 72 hours of vacation. These 72 hours can be used anytime after June 30, 2007 but these 72 hours must be used prior to December 31, 2007. In January, 2008, this same employee would be awarded 144 hours of vacation to use in calendar year 2008 (based on 12 months of service at the accrual rate of 12.0 hours per month).

17.03 Separating Employees.

Upon voluntary separation, non-probationary employees shall be paid for accrued, unused vacation. In the event of the death of a non-probationary employee, any accrued, unused vacation shall be paid to the surviving spouse, estate or other designated beneficiary. Any voluntarily or involuntarily separated employee who has used more vacation than has been accrued shall have the overused amount deducted from their final paycheck at separation from employment.

17.04 Vacations Not Cumulative.

Vacation shall not be cumulative. Excluding the first year of employment, employees must use vacation within the year in which it was accrued. Employees may not carry over accrued, unused vacation into the next year except up to forty-eight (48) hours in the event the employee has been denied requested vacation time. All carry-over vacation hours must be approved by the Chief or Deputy Chiefs and must be used within the first three (3) months of the following year or they are lost. All vacation leave must be used prior to January 1. Any vacation leave that remains unused as of midnight on December 31 is lost.

17.05 Vacation Scheduling.

Vacation leave requests must be made to the Chief or his/her designee by November 30 for the period January 1 through August 31. Requests must be made by July 1 for the period September 1 through December 31. The method for scheduling shall be according to a mutually agreed upon policy. Vacation requests will be granted by seniority. Vacation days can be exchanged throughout the year on a first come/first serve basis.

ARTICLE 18 - FUNERAL LEAVE

Regular full-time employees will be eligible for funeral leave, contingent upon attendance at the funeral services, as follows:

A. Immediate Family.

Two paid shifts for the death of an immediate family member. Additional time off contiguous with the funeral may be granted, upon written request, at the discretion of the Chief or Deputy Chiefs and shall be charged to the employee's sick leave. For purposes of this provision, "immediate family member" shall be defined as: spouse, children, stepchildren, foster children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law.

B. Other Family or Friends.

One shift for the death of a friend or a relative other than an "immediate family member" may be granted, upon written request, at the discretion of the Chief or Deputy Chiefs, and shall be charged to the employee's vacation, personal days or sick leave.

ARTICLE 19 - JURY DUTY AND SUBPOENAED WITNESSES

19.01 Jury Duty.

Employees who are called for jury duty shall be granted a leave of absence. Employees should notify the Chief or Deputy Chiefs as soon as practicable after receipt of the initial notice of jury duty. Employees shall be paid their regular straight-time pay for jury duty served on scheduled shifts for a period of up to thirty (30) calendar days of jury duty leave but will be required to submit to the District any payment received, exclusive of mileage and meal fees, by the court. Employees are expected to report to work at the District to complete the remainder of their shift after they are released from jury duty.

19.02 Subpoenaed Witnesses.

If an employee is subpoenaed to testify in a court matter directly related to District employment but unrelated to their own misconduct, the employee shall be given reasonable time to do so without loss of pay. If the employee is subpoenaed to testify in a court matter not directly related to District employment, the employee may elect to use the equivalent number of hours of vacation or personal days, if needed, in order to maintain normal pay. This provision does not apply to appearances to testify in labor-related hearings.

ARTICLE 20 – CLOTHING AND PROTECTIVE GEAR

20.01 Clothing and Protective Gear.

The Employer shall provide the following clothing to regular full-time employees at the time of hire:

- A. Two (2) short-sleeved polo shirts;
- B. Two (2) T-shirts;
- C. Two (2) sweatshirts;
- D. Two (2) pair of pants;
- E. One (1) black belt;
- F. One (1) pair of boots;
- G. Two (2) hats (1 baseball and 1 winter);

The Employer shall provide one (1) winter coat and the following protective equipment to regular full-time employees at the time of hire:

- H. One (1) turn-out coat;

- I. One (1) pair safety glasses;
- J. One (1) pair extrication gloves.
- K. One (1) pair turn-out pants (appropriately fit to employee);
- L. One (1) pair turn-out boots (appropriately fit to employee).

Protective equipment, as well as the winter coat, provided by the Employer shall be returned to the Employer upon termination of employment.

20.02 Clothing Allowance.

At the beginning of each calendar year after the first year of employment, the Employer shall provide a maximum of Three Hundred Dollars (\$300.00) for the purchase of clothing as defined in Section 20.01 selected from Employer-approved vendors. Any unused clothing allowance balance up to Two Hundred Dollars (\$200.00) may be carried over to the subsequent calendar year but in no event shall carry over result in a balance greater than Four Hundred Dollars (\$400.00) for use during any two-year period. The clothing shall be purchased by the employee and a receipt presented to the Chief for reimbursement.

20.03 Replacement.

The District shall replace protective gear (i.e., turn-out coat, safety glasses, extrication gloves, turn-out pants and turn-out boots) as deemed necessary by the EMS Chief or Deputy Chiefs.

The District shall replace clothing damaged in the performance of emergency duties provided that the employee, through his/her own actions, did not negligently or intentionally contribute to the damage.

ARTICLE 21 - LIFE INSURANCE AND INCOME CONTINUATION

21.01 Life Insurance.

After six (6) months of service in the Wisconsin Retirement System, regular full-time employees are eligible for and the Employer shall provide the State of Wisconsin, Department of Employee Trust Funds, group life insurance equal to one times the annual employee salary rounded to the nearest \$1,000. Additional coverage up to four times the employee's annual salary, rounded to the nearest \$1,000, shall be made available at the employee's expense through payroll deduction. Eligible employees may choose to purchase dependent/spouse insurance coverage at the employee's expense through payroll deduction.

21.02 Income Continuation.

The Employer agrees to make the Wisconsin Public Employer's Group Income Continuation Insurance Program available to eligible regular full-time employees. The District will pay the premium for coverage benefits equal to a one hundred eighty (180) day waiting period.

Employees may purchase at their own expense coverage to decrease the waiting period in thirty (30) day increments and the District will deduct such additional premiums through payroll deduction.

ARTICLE 22 - RETIREMENT

The Employer agrees to pay the cost of each eligible employee's contribution to the Wisconsin Retirement Fund (protective class) as well as its own contribution for all regular full-time employees.

ARTICLE 23 - HEALTH INSURANCE

23.01 Eligibility and Premiums.

The Employer will continue the current or a similar group health insurance plan for its regular full-time employees for the duration of this Agreement. New regular full-time employees shall be eligible for health insurance benefits following ninety (90) calendar days of employment with the District. The Employer shall pay ninety five percent (95%) of the applicable premium for Single, Employee Plus One or Full Family coverage.

23.02 Change of Insurance Plan.

The Employer reserves the right to change the carrier of insurance at any time, without further bargaining and upon notification to the Union, so long as the level of benefits are substantially similar to the benefit levels and coverages in effect immediately prior to the change. Nothing contained herein shall prevent the Employer from offering additional health insurance plans as an option to employees. The Union shall be notified of the Employer's intent to offer additional plans before notification is provided to employees.

23.03 Insurance Opt Out.

Eligible regular full-time paramedics, upon providing proof of health and/or dental insurance coverage under another plan, will receive reimbursement in the amount of twenty percent (20%) of the applicable premium for Single, Employee Plus One or Full Family health and/or dental insurance coverage, which will be deducted pre-tax from gross wages and submitted to the Wisconsin Retirement System Deferred Compensation Program.

ARTICLE 24 - DENTAL INSURANCE

The Employer will pay ninety-five percent (95%) of the monthly premium for a dental insurance plan as chosen by the Employer for its regular full-time employees for the duration of this Agreement. New regular full-time employees shall be eligible for dental insurance benefits following ninety (90) calendar days of employment with the District. The Employer reserves the right to change the carrier of insurance and the insurance plan at any time without further bargaining and upon notification to the Union.

ARTICLE 25 – WAGES AND PAY POLICY

25.01 Wages.

Wages shall be as designated in Appendix A.

25.02 Overtime Pay.

Overtime, as defined in Article 14, Section 14.03, shall be compensated at the rate of time and one-half (1 ½) the employee's regular rate of pay. Such payment shall be made in cash, or at the employee's option, compensatory time off.

There shall be no pyramiding of overtime. In no case will overtime or any other premium pay be paid twice for the same hours worked and there shall be no duplication or pyramiding of premium or overtime pay in this Agreement.

An employee who desires to take compensatory time off shall provide a written request to a Deputy Chief. Compensatory time off shall be taken at a time mutually agreed upon between the employee and a Deputy Chief. Employees may accumulate and use no more than forty-eight (48) hours of compensatory time in a calendar year. Unused compensatory time shall be paid out in cash on the last pay period of each calendar year.

25.03 Standby Pay.

A bargaining unit employee assigned by the District to be on standby duty during hours outside the employee's work schedule shall be compensated at the rate of one dollar (\$1.00) per hour of assigned standby duty. An employee who is on standby duty shall be immediately accessible by telephone and/or by pager or other electronic device as determined by the District. An employee who cannot be immediately contacted while on standby duty or who does not report to the work site within a reasonable period of time after receiving notice shall not receive standby pay and shall be subject to discipline.

Standby duty shall not be counted as hours worked. Employees called in for overtime work, as defined in Article 14, Section 14.03, shall be compensated for such actual time worked at the applicable overtime rate of pay and for such period of time worked shall not receive standby pay. Employees not assigned to standby duty shall be subject to the emergency call back provisions pursuant to Article 25, Section 25.04.

25.04 Emergency Call Back Pay.

A bargaining unit employee who is called back for emergency duty shall receive a minimum of two (2) hours compensation from the time of reporting to duty at the rate of time and one-half (1 ½) his/her hourly pay rate, or actual hours worked at straight time, whichever is greater. This provision shall not be construed to include hours worked consecutively prior to or subsequent to the employee's scheduled work day or to employees during Standby Duty.

ARTICLE 26 - DEFERRED COMPENSATION PROGRAM

The Employer will continue to make available to eligible employees participation in the Wisconsin Deferred Compensation Program for the duration of this Agreement. In addition, the Employer will make available the Professional Firefighter, Police Officer & Public Employee (PFPOPE) Tax Deferred Retirement Plan.

ARTICLE 27 - CAR ALLOWANCE

Employees required to use their personal automobile in the performance of his/her duties for the District shall be reimbursed for mileage at the rate established by the Internal Revenue Service.

ARTICLE 28 - WORKER'S COMPENSATION

In the event a regular full-time employee covered by the terms of this Agreement 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 District at one-hundred percent (100%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Said pay shall include his/her Worker's Compensation benefits and shall continue for a period not to exceed one hundred eighty (180) calendar days or twenty-six (26) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue sick leave and vacation in accordance with the provisions of this Agreement. No employee by reason of this paragraph shall receive pay for more than fifty-two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work if the period of disability exceeds seven (7) calendar days.

ARTICLE 29 – 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.

ARTICLE 30 – LOSS OR DAMAGE

The District agrees that employees shall not be charged for any loss or damage of District-owned property or materials unless negligence or intentional loss or damage is shown. Any loss of District equipment must be reported immediately upon discovery, but in no case should that time exceed 21 calendar days. Damage to District equipment must be reported immediately. If a loss of or damage to equipment is not reported within the time limit indicated, the employee shall be responsible for the loss or damage. The District agrees that employees will be reimbursed upon presentation of a receipt up to fifty dollars (\$50.00) for the loss of/or damage to their personal wristwatches and up to fifty dollars (\$50.00) for loss of/or damage to their prescription eyeglasses while on duty unless negligence or intentional loss or damage is shown.

ARTICLE 31 – DRUG AND ALCOHOL TESTING

The District has the right to conduct drug/alcohol testing for all positions covered by this collective bargaining agreement, as set forth in the District’s Alcohol and Substance Abuse Testing Policy, as amended by mutual agreement from time-to-time, for:

- A. Reasonable suspicion that the employee has violated the policy regarding use of alcohol or drugs while on duty, or when observation indicates that the employee is impaired or incapable of performing assigned duties, or experiences reduced productivity, vehicle crashes, high absenteeism, or other behavior inconsistent with previous performance.
- B. Post - accident.
- C. Return to duty following treatment for alcohol or drug abuse.
- D. Follow - up.

ARTICLE 32 – TEMPORARY RESTRICTED DUTY

The District shall implement a Temporary Restricted Duty program. Such program will be designed to provide limited duty work assignments to employees with on-duty and off-duty injuries and illnesses if meaningful work assignments are available as determined by the District. The intent of this Program is not to “make work”. Days of work and hours of assignment will be determined by the needs of Fitch-Rona EMS Chief/Deputy Chief. If work assignments cannot be identified, the employee will be dismissed for the day and pay will revert to the form of compensation being received by the employee prior to the restricted duty assignment.

32.01

To qualify for an initial Temporary Restricted Duty assignment, the employee must be released by their attending physician to perform limited duty. Such release must specify in writing any restrictions or limitations that apply to the affected employee. A written release from the physician must be presented to the EMS Chief/Deputy Chief before any work assignment will be made.

32.02

In addition to the physician’s release statement, employees with off-duty injuries or illnesses must also have documentation that the employee’s medical condition will likely cause the employee to miss two or more weeks of work. Employees with off-duty injuries or illnesses that are expected to return to duty within two weeks or less will be required to use other available compensation alternatives (Vacation leave, Sick leave, Compensatory Time off).

32.03

Employees with on-duty injuries will be assigned at the discretion of the EMS Chief/Deputy Chief beginning on the date of release for limited duty.

32.04

Participation in this Temporary Restricted Duty program is optional for employees with off-duty illnesses or injuries and may be waived if the employee prefers other methods of compensation coverage.

32.05

Participation in this Temporary Restricted Duty program is mandatory for employees with on-duty illnesses or injuries if the employee's physician has released him/her for limited duty and limited duty work assignments are available.

32.06

For the purposes of this program, "Temporary" shall be defined as one year or less. Additionally, no employee may use more than one year of Temporary Restricted Duty assignment within a three (3) year period.

32.07

Employees with off-duty injuries or illnesses may, at the District's discretion, be sent to a physician designated by the District for re-evaluation. In the event of a dispute, the evaluation of a third physician agreed upon by the parties shall be the binding decision-maker. The cost of the third physician evaluation will be split between the District and the employee. On-duty injuries and illnesses will continue to be reevaluated by the District's designated Worker's Compensation insurance carrier.

32.08

This Program is not intended to nor should it be construed as expanding any accommodation obligations under applicable disability laws.

ARTICLE 33 - MISCELLANEOUS

33.01 Labor/Management Meetings.

Once each quarter or as needed upon mutual agreement, up to two (2) representatives of the Employer and two (2) authorized representatives of the Union will meet and discuss mutual concerns. If formal minutes are taken at a meeting the minutes will be approved by the parties. This is not intended to circumvent the grievance and arbitration procedure.

Other joint committees may be formed from time to time upon mutual agreement of the parties for the purpose of addressing a specific issue(s) of mutual concern. The formation of such committees is not intended to expand or alter the bargaining duties of either party.

33.02 Alteration.

This Agreement may be amended at any time during its life upon the mutual consent of the Union and the Employer. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 34 – WAIVERS

34.01

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.

34.02

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 District and the Union, 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 in 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 35 – SAVINGS/SEVERABILITY CLAUSE

35.01

Each and every clause of this Agreement shall be deemed separable 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.

35.02

In the event of such contract clause invalidation, both the District and the Union agree to meet within ten (10) days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty (30) days. Absent reaching an agreement within thirty (30) days, the District has the right, upon written notice to the Union, to unilaterally implement a substitute clause or substitute procedures or practices. This shall not preclude the Union's right to challenge the reasonableness of the substitute clause or substitute procedure or practice implemented by the District through the grievance and arbitration procedure.

ARTICLE 36 – DUTIES

36.01

The District and Union acknowledge that the mission of Fitch-Rona EMS is to save life and provide emergency care. The Union recognizes that the District is in effect a small business and needs to utilize staff so as to accomplish a wide range of tasks to keep the business functioning and agrees that the District may assign staff those duties deemed to be in the best interest of the District and efficient use of available personnel.

36.02

Paramedic duties shall include: rescue work, emergency medical care, care and maintenance of equipment and apparatus, the cleaning and maintenance of the station and crew quarters, as well as medical data entry and related documentation.

36.03

Administrative duties include, but are not limited to: billing, training and licensure coordination (including tracking), computer software and technical support, needed purchasing, identification of vehicle repair and maintenance, volunteer support, scheduling, and public relations coordination. Staff will assist the Chief/Deputy Chief, Office Manager, and Billing Specialist (not replace the oversight responsibilities) as needed to ensure smooth operation of the District.

36.04

Both parties agree that rather than make specific administrative staff assignments in the form of individual position/job descriptions, the District would try a less formal process to accomplish the needed work. The effectiveness of this less formal process will be evaluated as part of the District and Union meetings, and adjusted as needed to ensure efficient operation of Fitch-Rona EMS.

36.05

It is understood between the parties that the initiation of new service programs, modifications of existing programs, and change of duties that are not related to the operation of Fitch-Rona EMS shall require approval of the EMS Commission.

ARTICLE 37 - SENIORITY

37.01 Definition.

An employee's seniority shall commence after completion of his/her probationary period retroactive to the date of his/her most recent date of hire.

37.02 Layoff and Recall.

In matters affecting layoff and rehire after layoff, seniority shall govern with the least senior employee within the bargaining unit laid off first and the last person laid off the first person re-employed provided that the employee is available for work, desires to return and is qualified to perform the available work. The Employer is not obligated to recall former employees who have been laid off for a period in excess of three hundred sixty five (365) days. Notwithstanding any other provisions in this Agreement, the Employer shall have the right to hire, retain on active status, and to recall from layoff any person whose skills and ability are determined by the Employer to be essential for the Employer's operations.

37.03 Loss of Seniority.

An employee's seniority shall be lost and employment considered terminated when he/she:

- A. Terminates voluntarily or retires;
- B. Is discharged;
- C. Fails to return to work upon the expiration of an approved leave of absence;
- D. Is laid off for a period of three hundred sixty-five (365) days;
- E. Fails to return to work from layoff after three (3) calendar days from the date the Employer has sent notice to the employee by certified mail; or
- F. Fails to report to work for more than three (3) consecutive working days without giving a reasonable excuse to his/her supervisor.

37.04 Absence From Bargaining Unit.

Employees who leave the bargaining unit to assume a non-bargaining unit position with the District shall neither accrue nor lose bargaining unit seniority if they return to a bargaining unit position within one (1) year.

37.05 Medical Leaves of Absence.

Any employee who is removed from pay status for medical reasons will continue to accrue seniority provided that the absence does not exceed 180 calendar days. If an employee remains off pay status beyond 180 calendar days, further seniority will not accrue beginning with the 181st day up until the employee returns to pay status.

ARTICLE 38 – FLEXIBLE SPENDING ACCOUNT

Regular full-time employees shall be eligible to participate in a flexible spending account (FSA) offered by the District. Deductions shall be made by payroll deduction. The District reserves the right to change the FSA and/or the third-party administrator for the FSA without bargaining and without prior notice to the Union.

ARTICLE 39 - DURATION

The provisions of this Agreement will be effective as of the 1st day of January, 2010, and shall continue and remain in full force and effect as binding the parties through the 31st day of December, 2012 and be automatically renewed from year to year thereafter, unless one (1) party gives written notice to the other on or before one hundred eighty (180) days prior to the expiration date, or any anniversary thereof, that the party wishes to engage in negotiations for a successor contract. If a party gives such notice, the parties shall simultaneously exchange written proposals for a successor agreement at the first scheduled bargaining session. It is agreed that should a successor agreement be delayed past the above referenced expiration date, the parties will comply with their status quo obligations until a successor agreement is reached.

**APPENDIX A
SALARY SCHEDULE**

The following salary schedule is based upon a shift rotation involving a maximum of eight (8) – 24 hour shifts in a 28-day pay period with the average number of scheduled hours per year for each full-time employee equal to approximately 2496 hours.

	Eff. 1/1/2010 7:00 a.m.	Eff. 7/1/2010 7:00 a.m.
Period	Hourly Base Rate	Hourly Base Rate
Start	\$17.024	\$17.194
After 12 months	\$17.705	\$17.882
After 24 months	\$18.412	\$18.596
After 36 months	\$19.148	\$19.340

	Eff. 1/1/2011 7:00 a.m.	Eff. 7/1/2011 7:00 a.m.
Period	Hourly Base Rate	Hourly Base Rate
Start	\$17.538	\$17.713
After 12 months	\$18.240	\$18.422
After 24 months	\$18.968	\$19.158
After 36 months	\$19.727	\$19.924

	Eff. 1/1/2012 7:00 a.m.	Eff. 7/1/2012 7:00 a.m.
Period	Hourly Base Rate	Hourly Base Rate
Start	\$18.068	
After 12 months	\$18.791	
After 24 months	\$19.541	
After 36 months	\$20.322	
After 84 months		\$20.729

Side Letter of Agreement

This Side Letter of Agreement, expiring at 11:59 p.m. on 12/31/2012, confirms the understanding and agreement of the parties to be maintained during the term of this collective bargaining agreement concerning the following full-time bargaining unit employees: Patrick Anderson; Martin Burgess; Robert Buzzell; Ryan Dockry; Sarah Domyan; Sara Imhoff; Mollie Jesberger; Chansé Kaczmarksi; ; Paul Roherty; Gary Salmela; David Snow; Kyle Wells; and Ross Williams.

The parties acknowledge and understand that operational needs may arise which may necessitate a work schedule including twelve (12) hour shifts. In the event that such operational needs arise in conjunction with a reduction or increase in ambulance services, the parties agree to meet, only as it affects the above-listed employees, in an effort to determine a modified work schedule to help accommodate the District's needs. The above-listed employees will not be required by the District to work a schedule including twelve (12) hour shifts unless the Union and the District cannot agree to a modified work schedule.

Date: _____

For the District: _____

For the Union: _____

Dated this _____ day of October, 2009.

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO, LOCAL 311

FITCH-RONA EMERGENCY MEDICAL
SERVICES DISTRICT

Joseph M. Conway, Jr., President

Jason Williams, Commission Chairperson

Paul Roherty, Paramedic

Nancy Bartlett, Commissioner

Gary Salmela, Paramedic

Richard Streich, Commissioner

Paul Jacobsen, Commissioner

Brian Myrland, EMS Chief