

**AGREEMENT  
BETWEEN  
THE CITY OF MADISON  
AND  
FIREFIGHTERS LOCAL 311**

**FOR THE PERIOD  
JANUARY 1, 2010 TO DECEMBER 31, 2011**

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## 2010-2011 AGREEMENT

## CITY OF MADISON AND FIREFIGHTERS LOCAL 311

## PREAMBLE

THIS AGREEMENT, made and entered into at Madison, Wisconsin according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Madison, a Municipal Employer, hereinafter called the "City", and Local 311 of the International Association of Firefighters AFL-CIO hereinafter called the "Union";

## WITNESSETH:

- A. Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and enter into an Agreement covering rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict.
- B. This Agreement shall be binding on the parties.
- C. Conflicting Ordinances and Resolutions: The terms and conditions of this Agreement shall supersede ordinances and resolutions wherein there is a conflict with this Agreement.
- D. Existing Benefits: The Employer intends to continue other authorized existing employee benefits primarily affecting wages, hours and conditions of employment not specifically referred to or modified by this Agreement.
- E. This Agreement shall be adopted by City Ordinance.
- F. The Union and the City understand that building trust in the workplace is a joint responsibility of the parties. The Union and the City recognize their common obligation to work together to solve our mutual problems, understanding that cooperation and collaboration between management, the Union, City officials and citizens results in the best services provided to the citizens of Madison. The City and the Union further recognize that without the expressed cooperation and commitment of front line employees, the quality of service suffers and that confrontation does not drive solutions that are in the best long-term interests of citizens, the City and City employees.
- G. In the interests of the public, the Union and the City, the parties agree to work together in joint labor-management committees to improve the delivery of services to the citizens, solve problems that may arise in the workplace and confer on other issues of concern to either party. The parties agree that open and regular communication between labor, management, City officials and citizens is an essential element in maintaining an atmosphere of trust in the department and continuing to provide the high quality of service for which the department is known and which our citizens expect. Further, the parties agree that they will communicate regularly on all issues of concern to either party, both through joint committees and any other avenues that may be established.

## ARTICLE I RECOGNITION

Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the City recognizes the Union as the exclusive Bargaining Agent for all employees assigned to the position classifications of Firefighter, Chief's Aide, Apparatus Engineer, Sergeant, Lieutenant, Fire Investigator, Fire Inspector, Director of Community Education, Firefighter/Paramedic, Community Educator, and Captain. Specifically excluded from the bargaining unit shall be the classifications of Division Chief, Assistant Chief, Deputy Chief and Fire Chief. The aforementioned job titles may be subject to change but such changes shall not affect the composition of the bargaining unit.

## ARTICLE II PROHIBITION OF STRIKES

- A. The Union shall neither cause nor counsel its members or any of them to strike for any reason during the term of this Agreement, nor shall it in any manner cause them directly or indirectly to commit any concerted acts of work stoppage, slowdown, or refusal to perform any customarily assigned duties for the municipal employer, namely, the City, for any reason during the term of this Agreement. The occurrence of any such acts or actions prohibited in this section by the Union shall be deemed a violation of this Agreement.

In applying the provisions of this section, all of its terms used herein shall be given the meaning commonly understood. The Union shall not be liable where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the Union.

- B. Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately, in writing, order such members to return to work immediately, and provide the City 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 by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be based solely on the representations of the City. In the event that a wildcat strike 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.

Nothing in the above paragraph shall give the Union or any of its members the right to strike contrary to Section 111.70 of the Wisconsin Statutes.

## ARTICLE III SELECTION OF NEGOTIATORS

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70 of the

Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

#### ARTICLE IV DUES CHECK-OFF - FAIR SHARE

- A. 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 City 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 Comptroller's Office. Deductions shall be made from the employee's pay for the pay period in each month in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions.
- B. Deductions shall be in such amount as shall be certified to the City 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 five (5) days after each deduction. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.
- C. The City 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 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 dues or fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld and the City shall have no obligation to subsequently withhold dues or fees that may have been due for that period. The provision of this clause shall be subject to the duty of the Wisconsin Employment Relations Commission.
- D. The City 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 bi-weekly as designated by the employee, and provided to the Union under the same guidelines as dues deductions.
- E. The City shall be saved harmless in the event of any legal controversy with regard to the application of this Article.

#### ARTICLE V MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City and the Chief of the Fire Department to operate and manage its affairs in all respects, in accordance with its responsibilities and the

powers or authority which the City has not officially abridged, delegated or modified by this Agreement and such powers or authority are retained by the City.

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

- A. To utilize personnel, methods, procedures, and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Fire Department.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Fire Department.
- D. To suspend, demote, discharge, or take other appropriate disciplinary action against the employees for just cause.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission including: the transfer, alteration, curtailment, or discontinuance of any goods or services; the establishment of acceptable standards of job performance; the purchase and utilization of equipment for the production of goods or the performance of services; and the utilization of students, and/or temporary, limited-term, part-time, emergency, provisional or seasonal employees.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- I. Contracting and Subcontracting. The Union recognizes that the City has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City including the exercise of said contracting and subcontracting rights in the event of emergency, or essential public need or where it is uneconomical for City employees to perform said work.
- J. The City retains the right to establish reasonable work rules and rules of conduct. Any dispute with respect to these work 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.
- K. Any dispute with respect to Management Rights shall not in any way be subject to arbitration but any grievance with respect to the reasonableness of the application of said Management Rights may be subject to the grievance procedure contained herein.

## ARTICLE VI NON-DISCRIMINATION

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

## ARTICLE VII HOURS OF WORK

- A. The Fire Department, except the positions hereinafter designated, shall be divided into two or more platoons each of which shall be on duty alternately. The hours of duty for each member of the Firefighting Division shall be limited to an average of 48 hours per week, utilizing a 24-hour shift, under the existing work schedule or a mutually agreed upon and ratified modification of such (referred to as the California Plan or modified California Plan).

Pursuant to 29 USC sec. 207(k) of the FLSA, the Madison Fire Department has established a twenty-eight (28) day work period for commissioned personnel (except the positions hereinafter designated). Under the FLSA, no FLSA overtime is due to a firefighter in a given work period until such firefighter actually works for FLSA purposes more than two hundred twelve (212) hours in such 28-day period.

- B. Fire Department employees assigned to a work week averaging forty (40) hours, shall at their option, select a schedule of hours consisting of four (4) ten (10) hour days or five (5) eight (8) hour days consistent with the provisions of Appendix B.
- C. The Chief of the Department may from time to time assign any member from the 48-hour work week to the 40-hour work week or any member from the 40-hour to the 48-hour as the good of the service warrants.
- D. Exchanges:

1. Members of the Department shall be allowed to exchange tours of duty in excess of 12 hours provided they give prior written notice on the appropriate MFD form. The written notice must be submitted to a company officer, who shall notify the on-duty Officer-in-Charge. Responsibility for the exchanged tour of duty shall be with the replacement employee who signed the form.
  - a. Exchanges cannot be made for the year following the current year until shift and furlough assignments are established for annual vacation selection.
  - b. Except where permitted elsewhere in this section, no employee shall work an exchange in rank or classification other than their own. Exceptions shall be made when a change in rank or classification occurs due to promotion, reclassification or reassignment. When promotion, reclassification or reassignment occurs all outstanding exchanges shall

be honored for a period not to exceed nine months from said promotion, reclassification or reassignment.

- c. Exchanges between employees in the class of PM2 and Firefighter Paramedic shall be allowed.
- d. For special duty assignments, employees shall be permitted to make exchanges with other employees who possess the same qualifications or certifications required for the assignment, without regard to classification.
- e. Firefighter/Paramedics not assigned to ambulance duty shall, for one (1) hour before and one (1) hour after shift change (700 hours) be permitted to make exchanges with Firefighter.

This exchange policy shall be limited to situations where a Firefighter/Paramedic is assigned to Firefighter duties. It will not pertain to any situation where the Firefighter/Paramedic is assigned to ambulance duty. It shall not create a Paramedic shortage or overtime situation. At no time shall personnel be moved between stations to facilitate this exchange.

2. Exchange of tours of duty of 12 hours or less shall not require written notice. The replacement shall sign the station log going on duty and going off duty. The person on duty must remain on duty until replaced.
3. For one hour before and one hour after shift change (0700 hours), in addition to standard exchanges, company officers will be permitted to make exchanges with acting officers, and Apparatus Engineers will be permitted to make exchanges with acting Apparatus Engineers.
  - a. This exchange policy shall be limited to acting officers and acting Apparatus Engineers assigned by Administration for the date and station(s) involved in the exchange.

The City shall be held harmless for acting pay created by such exchanges.

4. New probationary employees shall not be able to exchange for periods of less than 24 hours that affect the work hours from 0800 to 1700 Monday through Friday. Exchanges for personal emergencies are permitted with the approval of the Fire Chief. This section does not limit the employees' ability to exchange for the entire 24 hour shift.

Work schedules for employees assigned to the forty (40) hour work week are set forth in Appendix B.

- E. The maximum number of consecutive work hours an employee may work is seventy-two (72), except in cases of an emergency call-back.

## ARTICLE VIII EXTRA HOURS

- A. Forty-Eight (48) Hour Week: All authorized hours worked in excess of the average (48) hour work week shall be compensated at the rate of time and one-half (1-1/2).

- B. Forty (40) Hour Schedule: All authorized hours worked in excess of the average work week of 40 hours shall be compensated at the rate of time and one-half (1-1/2).
- C. Overtime: The Chief, or authorized designee, may prescribe overtime work to meet operational needs. Such overtime work shall be compensated at the rate of time and one-half. The City, in agreement with Local 311, will decide who is assigned overtime work. The City will provide a quarterly report listing the Division, date and members' number of hours worked on overtime.
1. Overtime shifts of 17 hours or more will be assigned by order of seniority, within classifications, for a calendar year. Each January 1, overtime assignments will return to the top of the seniority lists.
  2. Over the course of the year, all reasonable attempts will be made to equalize overtime between the number of personnel per classifications and seniority.
  3. New fire suppression employees represented by IAFF Local 311 will be placed on the annual overtime list(s) on January 1 of the year following the successful completion of their probationary period.
  4. Employees will be placed in commissioned departmental seniority order on the list within their classification. Promoted employees who have a valid EMT Paramedic license may opt to be placed in the Paramedic classification for overtime purposes on an annual basis. Those individuals who choose this option shall be assigned to ambulance duty when they agree to work an overtime shift.
  5. If an employee changes classification during the calendar year, their overtime history for the year follows them.
- D. Emergency Duty Call-Back: Any employee who is called back for emergency duty, shall receive a minimum of 3 (three) hours compensation from the time of reporting to duty at the rate of time and one-half (1-1/2) plus thirty (30) minutes of travel time. Reporting to duty means signing-in at the station/work site to which they were directed to report, which may or may not be their normal work station. Reporting early for a tour of duty or an extension of a tour of duty shall not qualify for this minimum. Any employee scheduled or called back to a non-emergency scene shall receive time and one-half (1/2) for actual time worked plus 15 minutes of travel time.
- E. Any employee held over at the end of his tour of duty shall be compensated at time and one-half (1-1/2) in multiples of 12 minutes (.2 hours).
- F. Recall Of Hazmat Personnel: In the event of a Regional Hazmat response, members assigned to the Hazmat team will be given preference for recall. Compensation shall be in accordance with Article 8, Section D.
- G. Approved Off-Duty Training:
1. The Department shall conduct a minimum of nine (9) training sessions, each three (3) hours in duration, during the course of the two-year Paramedic re-licensure period. Each training session shall be conducted twice, on different shift

days, to afford all paramedics an opportunity to attend the session off-duty. Paramedics, as a condition of maintaining licensure, shall be required to attend five (5) of the nine sessions. Paramedics shall be compensated at time and one half (1-1/2) for up to five (5) re-training sessions (15 hours) attended while off-duty.

2. Paramedics who are required to attend Advanced Cardiac Life Support (ACLS) training while off-duty shall be compensated at time and one half (1-1/2) for sixteen (16) hours.
3. Hazmat personnel, as a condition of maintaining team membership, shall be required to attend eight (8) of the twelve (12) training sessions (24 hours). Hazmat personnel shall be compensated at time and one half (1-1/2) for up to two (2) training sessions (6 hours total) attended while off-duty per calendar year.

## ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE

- A. Only matters involving interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance under the provisions set forth herein.
- B. The City agrees to allow an executive Board Member and members of the grievance committee sufficient time off for the proper processing of grievances at the appropriate steps as outlined in this Article. The aggrieved party, if any, shall also be given sufficient time off for the processing of his grievance.
- C. General Grievances: Union grievances involving the general interpretation, application, or enforcement of this Agreement may be initiated at Step Two of this procedure. Grievances initiated at Step Two must meet the time limits set forth in Step One.
- D. Grievances related to the education incentive program shall be initiated at Step Two of the Grievance Procedure.
- E. Time limits set forth in the grievance procedure, with the exception of the initial time limit on the filing of grievances, shall be exclusive of Saturdays, Sundays and holidays. The time limits for processing grievances from one step in the procedure to another may be extended upon mutual written agreement of the parties. In no event shall the time limit at the initial step be extended without the prior written approval of the Labor Relations Manager.
- F. Step 1(a): All grievances must be filed within thirty (30) calendar days of the date that the grievant should have been aware of the act by the exercise of reasonable diligence but, in no event more than ninety (90) calendar days from the date of the occurrence with a copy to the Labor Relations Manager, otherwise the right to file a grievance is forfeited and no grievance is deemed to exist.

Step 1(b): The Personnel Chief and the Labor Relations Manager or their designees shall meet with the Union once a month to review and discuss any grievance(s) that have been filed in a timely manner and have not been discussed previously. The meeting shall be established annually. In the event there are not grievance(s) awaiting a response, said meeting may be cancelled by the parties.

Step 1(c): During the meeting, both sides will be given the opportunity to explain their positions about the grievance. If the grievance is resolved at this meeting, a written agreement will be produced and signed by both parties.

Step 1(d): If the grievance is not resolved at the meeting listed in Step 1(c), the Personnel Chief or his/her designee will file a written response within five (5) calendar days of the meeting stating their position. Copies of the response will be sent to the designated Union representative and the Labor Relations Manager.

- G. Step Two: The grievance shall be considered settled in Step One unless the Union files for arbitration in accordance with Article H and the rest of the Agreement.
- H. If the grievance is not settled at Step Two, the City and/or Union may submit the grievance to an arbitrator as hereinafter provided.
- I. Arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application, or enforcement of the provisions of this Agreement.
- J. No item or issue may be subject to arbitration, unless such arbitration is formally requested within thirty (30) days following the filing of the written response required by Step Two of the grievance procedure or the due date therefore. This provision is one of limitation, and no award of any arbitrator may be retroactive for a period greater than thirty (30) days prior to presentation of the grievance in Step One as herein provided or the date of occurrence whichever is later, but in no event shall it be retroactive for any period prior to the execution of this Agreement.
- K. Final and binding arbitration may be initiated by either party serving upon the other party a notice in writing of the intent to proceed to arbitration. Said notice shall identify the Agreement provision, the grievance or grievances, the department, and the employees involved.
- L. 1. If the parties, within five (5) working days following the receipt of such written notice, do not agree to the selection of an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to the parties. Either party may, within five (5) working days of receipt of said list, notify the other party and the Wisconsin Employment Relations Commission of its intent to reject the entire list submitted by the Wisconsin Employment Relations Commission. Upon receipt of such notice, the Wisconsin Employment Relations Commission shall submit a new list that shall not duplicate in any way the original list. The option to reject the entire list may only be exercised by each party once per grievance.
2. Alternate elimination shall be used to select the arbitrator. The last remaining person shall then be appointed. A toss of a coin shall determine who shall eliminate first.
3. If the parties mutually agree, a staff member of the Wisconsin Employment Relations Commission shall serve as arbitrator. In that event, no other provisions contained herein related to arbitrator selection shall apply.

- M. 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 have no authority to change wage rates or salaries. 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.
- N. All expenses of arbitration proceedings shall be borne equally by the parties. However, expenses relating to the calling of witnesses or any other similar expenses associated with such proceeding, shall be borne by the party at whose request such witnesses are required. If either or both parties request that an independent stenographic record of the proceedings be made and transcripts provided, the parties shall equally share the entire cost of such service, including the provision of a transcript to each party and the arbitrator.
- O. The arbitrator shall hold a hearing at Madison, Wisconsin, 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 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 arbitrable under the express terms of this Agreement. 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.
- P. Proceedings shall be as provided in Arbitration Chapter 788, Wisconsin Statutes.
- Q. Limitations on Grievance Arbitrators:
1. Arbitration shall be limited to grievances over matters involving interpretation, application or enforcement of the terms of this Agreement.
  2. Arbitration shall not apply where Section 62.13 of the Wisconsin Statutes is applicable and where Management has reserved rights relating to arbitration in Article 5 of this Agreement.
  3. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration, determination, or award shall be made by an arbitrator, which grants any right or relief for any period of time whatsoever prior to the execution date of this Agreement or following the termination of this Agreement.
- R. In the event that this Agreement is terminated for any reason, rights to arbitration thereupon cease. This provision, however, shall not affect any arbitration proceedings that were properly commenced prior to arbitration or termination of this Agreement.
- S. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the Arbitrator at the earliest date after completion of the hearing.

- T. The City and the Union agree to use an expedited grievance procedure as a pilot program during the term of this agreement for mutually selected grievances.

## ARTICLE X AUTHORIZED LEAVE

A. Vacation Leave Eligibility:

Employees shall be granted vacation leave with pay during each calendar year subject to the following terms and conditions:

1. Satisfactory completion of recruit training.
2. Vacation leave which is not taken within the calendar year in which it was earned and prior to separation from service shall be deemed to have been waived except:
  - a. With the recommendation of the Chief and the concurrence of the Human Resource Director.
  - b. When an employee successfully completes the original six month employment period in December or within the first six months of the calendar year.
  - c. When an employee is unable to take scheduled vacation leave due to illness or injury.
3. Vacation leave shall be accrued on the basis of continuous service including periods of paid absent time. Authorized leaves of absence without pay and periods of layoff shall not qualify as service time.
4. Vacation leave selection shall be granted by seniority in accordance with the present policy of the department. Employees may convert vacation time to straight time compensation provided a mutually agreed upon process can be developed between Fire Department Management and Local 311. Under no circumstances shall such addition to the employee's gross pay be included in calculating overtime rates or any other form of premium pay.
5. Eligible employees shall accrue a proportional part of vacation at the completion of service for each pay period. Vacation earned in a calendar year may be taken during each year. However, should an employee's service be terminated prior to the end of the year, he/she shall reimburse the City for any unearned leave he/she has taken. There shall be deducted from his/her last wages an amount sufficient for the purpose.
6. In the event of the death of an employee, any unused vacation and holiday credits shall be added to the last payroll check due the employee.
7. An employee shall receive his/her full vacation credit in the contract year in which he/she retires plus any unused accrued holidays in the calendar year in which he/she retires.

- 8. Local 311 members assigned to the forty hour work week may convert a collective maximum of three weeks of vacation per calendar year with a maximum of one week per person in one week blocks. Selection shall be made on straight seniority.

B. Holidays and Memorial Day: The following days are established as paid holidays for permanent members of the department:

New Year's Day	01/01/2010; 01/01/2011
Martin Luther King, Jr. Day	01/18/2010; 01/17/2011
Easter Sunday	04/04/2010; 04/24/2011
Memorial Day	05/31/2010; 05/30/2011
Independence Day	07/04/2010; 07/04/2011
Labor Day	09/06/2010; 09/05/2011
Thanksgiving Day	11/25/2010; 11/24/2011
Day after Thanksgiving	11/26/2010; 11/25/2011
Christmas Eve Day	12/24/2010; 12/24/2011
Christmas Day (until 7:00 a.m. on December 26)	12/25/2010; 12/25/2011
New Year's Eve (1/2 day)	12/31/2010; 12/31/2011
Two Floating Holidays	
September 11	
*1 additional 1/2 day of floating holiday	

In the event that September 11 is identified as a City holiday and all City employees are eligible to be off with pay, the City will increase the number of floating holidays for 311 members from two (2) to three (3) and, from the date of naming September 11, a City holiday, will increase the pay of all current 311 members by .2%.

The City will delete any reference to a one-half day of holiday (Good Friday). In exchange, the Union's forty-eight (48) hour employees will receive holiday pay as follows: Employees will receive holiday pay on December 24 beginning at 7 a.m. and December 25 holiday pay until 7 a.m. on December 26.

\*Forty (40) hour employees will get one-half (1/2) day (4 or 5 hours) floating holiday.

In the event that any of the designated holidays fall on an off-duty day, forty (40) hour employees shall be granted a day off at a time which is agreeable to the employee and the supervisor, with the exception of newly hired employees assigned to the recruit academy.

C. Combination Vacation and Holiday Schedule:

- 1. Employees assigned to the 48 hour schedule shall be subject to the following schedule which represents a combination of vacation and holiday leave:

<u>Years of Service</u>	<u>24 Hour Shifts Off</u>
1 through 3	10 shifts
4 through 7	11 shifts
8 through 11	13 shifts
12 through 15	14 shifts
16 through 19	16 shifts

20 through 26	19 shifts
27 and over	19.5 shifts

2. If an individual's anniversary date is prior to July 1, that anniversary figure will be used in computing vacation for the year. If an individual's anniversary date is July 1 or later, that anniversary figure will become effective for computing vacation as of January 1 the next year.
3. Partial vacation days of new hires shall be paid in cash the year earned, or may be carried-over into the next year and combined with any compensatory time accrued and may be taken when the total equals a complete 24 hour shift.

D. Forty-Hour Employee Schedule: Employees assigned to the forty (40) hour week schedule will earn vacation time as follows:

(Excludes designated holidays)

<u>Years of Service</u>	<u>Vacation Leave</u>
1 through 3	2 weeks
4 through 7	2-1/2 weeks
8 through 11	3 weeks
12 through 15	3-1/2 weeks
16 through 19	4 weeks
20 through 26	5 weeks
27 and over	5 weeks and 2 days
(plus two floating holidays to vacation leave)	

Local 311 members assigned to the forty (40) hour work week may convert a collective maximum of three (3) weeks of vacation per calendar year with a maximum of one (1) week per person in one (1) week blocks. Selection shall be made on straight seniority.

E. Bereavement Leave:

1. Death in Immediate Family: When there is a death in the immediate family of a 40 hour employee, said 40 hour employee shall be granted leave beginning from the time of death and ending at 7:00 a.m. on the second calendar day following the funeral or a reasonable period of time. 48 hour employees shall be granted bereavement leave as set forth in paragraphs 1a and 1b. The granting of such leave shall be contingent upon the employee's attendance at the funeral services. In such circumstances, additional time off may be granted at the discretion of the Chief and shall be charged to the accrued sick leave of the employee. Requests for additional time off shall be submitted in writing to the Chief.
  - a. Employees shall be limited to a maximum of two (2) twenty-four hour shifts to be used as needed related to funeral or memorial services. The granting of such leave shall be contingent upon the employee's attendance at the funeral services, memorial service or arrangements related to the death.
  - b. Employees who are listed on vacation beginning from the time of death and ending at 7 a.m. on the second calendar day following the funeral

shall be allowed to re-select those shifts designated as vacation. Re-selection of vacation shall be limited to a maximum of two (2) twenty-four hour shifts for 48 hour employees or the period of time described above for 40 hour employees.

- c. In the event that a member of an employee's "immediate family" is missing and feared to be dead, said employee shall be allotted one calendar week to assist in any search or recovery efforts. Employee shall still be allowed the appropriate bereavement leave when a funeral or memorial service is conducted.
2. The term, "immediate family" as used in this subsection shall be defined as the following: Father, Mother, Wife, Husband, Spouse's Grandparents, Step-parents, Children, Step-Children, Father-in-law, Mother-in-law, Brother, Sister, Grandparents, Grandchildren, Brother-in-law, and Sister-in-law, foster children, and great grandparents or a person designated in writing by the employee as a family partner and that partner's children, stepchildren and grandchildren. (Refer to Appendix E.)
3. Death: Other than Immediate Family: When there is a death of an employee's friend or relative, other than an individual referenced in paragraph 2, the Chief of the Department, at his/her discretion, may authorize such employee to be absent from work and such absence shall be charged to the accrued leave of such employee. If the deceased resided in the home of the employee as other than a roomer or boarder, bereavement leave shall be on the same terms as provided in paragraph 1 of this section.

In the event another City bargaining unit bargains for an expansion of the definition of immediate family set forth in the bereavement leave provision of this Agreement, such expansion shall apply to all members of the bargaining unit. Such expansion shall become effective immediately.

F. Sick Leave:

1. All employees of the Department shall be eligible for sick leave benefits for absence necessitated by illness, bodily injury (when not a Worker's Compensation case), exposure to contagious disease (when confirmed by a physician), and serious illness or death in the immediate family of the employee, a person designated in writing by the employee as a family partner or that partner's children, stepchildren, foster children or grandchildren (refer to Appendix E).
2. Sick leave shall be earned at the rate of .5 of a day per bi-weekly pay period worked, but shall not exceed 13 days earned in any calendar year.
  - a. For purposes of recording sick leave usage for employees assigned to the 48 hour week schedule, a day shall equal 12 hours.
  - b. For purposes of recording sick leave for employees assigned to the 40 hour week schedule, a day shall equal 8 hours, or 10 hours depending on the employees' work schedule.
  - c. Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of 12 days and any unauthorized

absence shall not constitute service time. Such absence shall act to reduce the maximum total sick leave accumulation allowable in the calendar year.

3. Sick leave credits may be accumulated to a total not to exceed 150 days, except as provided in paragraph 6 of Article 10 F.
4. During the first six months of employment, employees may draw in advance on six days sick leave which shall be repaid to the City if the employee's service is terminated prior to the completion of the employee's initial six month employment period.
5. Employees shall comply with the rules of the Department applicable to usage of sick leave as set forth in Appendix A.
6. Employees shall receive a cash payment equal to 100% of any sick leave accrued in excess of 150 days. Such payment is to be made on the pay day prior to Christmas of each year.
7. An employee may use accumulated compensatory time in lieu of sick leave. Compensatory time off shall be taken at a mutually agreeable time.
8. Should an employee die while employed by the City any accrued unused sick leave shall be added to the last pay due the employee.

G. Military Leave:

1. Employees who are duly enrolled members of the Reserve components of the Armed Forces of the United States shall be granted a leave of absence not to exceed three (3) calendar weeks in the calendar year for the purpose of attending duly ordered field camps of instruction or instruction from school.
2. Employees who are called to duty by reason of civil disobedience, disorder or insurrection, shall be granted a leave of absence not to exceed two calendar weeks.
3. Employees granted leave under paragraphs 1 and 2 of this section will be entitled to payment when their military salary is less than their regular salary in an amount equal to the difference.
4. The leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of City ordinances. For the purpose of determining seniority pay or salary advancement, the status of the employee shall be considered as though not interrupted by periods of military leave. The provisions of Madison General Ordinance 3.36(11) are incorporated by reference.

H. Jury Service Leave:

1. Employees who are called for jury service in any court in the State of Wisconsin or in the United States shall be granted a leave of absence to serve as a juror.

2. Employees granted leave under paragraph I of this section shall be eligible for reimbursement of lost salary subject to the terms of the following conditions:
  - a. Where the fee paid for such jury service, exclusive of transportation expense and meals, is less than the salary paid by the City to such employee, the City shall reimburse the employee for the loss occasioned by such difference in pay.
  - b. The leave granted by this section is in addition to all other leaves granted or authorized by any other provisions of City ordinances and the time of the leave granted under this section shall not be deemed a part of any leave granted or authorized by any other provisions of City ordinances. For the purpose of determining seniority pay or salary advancement, the status of the employee shall be considered as though not interrupted by such jury service.
- I. Leave of Absence Without Pay:
  1. Employee representatives shall be permitted time off without pay to attend the School for Workers, Union seminars, for Union business, Employee Representative Conventions, and Executive Board Meetings. The employee permitted time off may use vacation time, compensatory time, or exchange days while in such attendance if need be, in order to maintain normal pay.

In addition, the City shall afford the Union up to a total of 10 shifts annually, without loss of pay, for Union business. Any request for time-off must come from the Union president or his/her designee. Said time-off will not cause the staffing level to drop below the minimum level in effect at the time of request. Said shifts will be used in 24 hour increments. Said shifts will not be accrued or carried-over.
  2. The Fire Chief may in appropriate circumstances grant leaves of absence without pay limited to 12 working days.
  3. Leaves of absence without pay in excess of 12 working days may be granted subject to the written approval of the Human Resource Director.
- J. Family Leave Act: Eligible employees shall be granted leaves of absence pursuant to the Wisconsin Family Leave Act and the Federal Family Leave Act. The parties agree that any dispute that may arise relative to the administration of this section shall be processed only in accordance with the exclusive remedy procedures set forth in the above mentioned acts.

## ARTICLE XI PAY POLICY

- A. Salary Schedule: Positions in the bargaining unit represented by Local 311 shall be compensated in accordance with the salary schedules, classifications and salary ranges designated in Appendix D. An employee's salary is intended to compensate him/her for all hours that s/he is scheduled.

B. Longevity Plan: All permanent employees shall receive longevity pay calculated to the nearest dollar subject to the following schedule and terms and conditions:

1. Schedule:

- a. 3% of base pay at the beginning of the 5th year of continuous employment.
  - b. An additional 3% (total of 6%) of base pay at the beginning of the 10th year of continuous employment.
  - c. An additional 2% (total of 8%) at the beginning of the 14th year of continuous employment.
  - d. An additional 1% (total of 9%) of base pay at the beginning of the 16th year of continuous employment.
  - e. An additional 1% (total of 10%) of base pay at the beginning of the 18th year of continuous employment.
  - f. An additional 1% (total of 11%) of base pay at the beginning of the 20th year of continuous employment.
2. Longevity payment shall be effective on the first day of the biweekly pay period following the completion of the required length of service.
3. For purposes of longevity pay, authorized leaves of absence without pay in excess of 12 days and any time spent on layoff status shall not act to break the condition of the continuous employment as it is applied to this Article. Nor shall such time be considered employment in determining qualifications for the periods of employment set forth in Schedule 1 of Paragraph A of this Article.

C. Retirement Pay:

1. Employees who retire or who are disabled and who are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments or other public employment fund annuities, shall receive the equivalent value of up to one hundred percent (100%) of their accumulated unused sick leave credits, not to exceed 163 working days' compensation computed at the prevailing rate plus any longevity and educational incentive pay in effect at the time of the employee's retirement, or in the case of disability, as soon as the employee's disability has been established by either the Social Security Office or the Wisconsin Retirement Fund or other public employment fund annuities.
2. Retired Employees who are subpoenaed by the City of Madison or the Dane County District Attorney to give testimony in civil, criminal or disciplinary proceedings arising from their employment shall be compensated at the rate of time-and-one-half (1-1/2) the employee's regular rate of pay, but not less than three (3) hours pay. The rate of pay is to be determined by the salary schedule in effect at the time of the employee's retirement.

D. Positions Filled in Temporary or Acting Capacity: The Chief or his/her designee may assign personnel to fill temporarily on an acting basis a position of a higher grade. Acting positions shall be assigned in accordance with the present policy of the department. Members of the Fire Department filling temporarily, or in an acting capacity, a position in a higher or different rank shall be entitled while filling such position, to the salary

pertaining thereto. Employees on medical limited duty shall continue to receive their regular rate of pay unless they are specifically assigned by the Fire Chief to fill temporarily on an acting basis a position of a higher grade.

- E. Weekend Premium Pay: In addition to all other compensation provided, employees assigned to shifts on Sunday shall receive a shift differential of twelve dollars (\$12).
- F. Education Incentive Program: The education incentive program and pay plan for the Madison Fire Department shall be considered as part of this Agreement as though more fully set forth. Such education incentive program is negotiable and subject to the grievance procedure contained in Article 9.

Effective December 26, 1976, the Fire Education Incentive Program shall be amended to eliminate the annual in-service training examination. All employees who do not have a qualifying mark of eighty (80) as of December 26, 1976, shall be granted five (5) points. All members of the bargaining unit hired prior to December 26, 1976 are hereby qualified and eligible under the education incentive program. Incentive points based on qualification by annual written exam will be credited to each member based on the individual's highest exam grade of the past two (2) years.

Furthermore, the Fire Education Incentive Program shall be amended effective December 26, 1976, to provide that an apprentice shall not be eligible to receive Education Incentive pay until he/she is qualified to be issued a Certificate of Apprenticeship and a Journey person Firefighter Certificate and has completed forty-two (42) months of employment.

Should the parties agree to changes in the Education Incentive Program, such agreement must be approved by bargaining unit ratification and City Council resolution and adoption.

- G. Holiday Work: Employees performing authorized work on a contract-designated holiday shall be compensated at the rate of two (2) times the employee's regular rate of pay for the hours worked.

Personnel may elect to take compensatory time for those hours worked on contract-designated holidays by filing written notice of intent with the Chief. Compensatory time off shall be taken at a mutually agreeable time. Unused accumulated compensatory time shall be paid in the last pay period of each calendar year.

- H. Extra Hours Compensation:
  1. All members of the Fire Suppression Division shall be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay for all extra hours worked. Such payment shall be made in cash or compensatory time off.
  2. In the event an employee chooses to take compensatory time off, said employee shall file written notice of intent with the Chief of the department. Compensatory time shall be taken at a mutually agreeable time. Unused accumulated compensatory time shall be paid in the last pay period of each calendar year. At the employee's option, compensatory time may be carried into the next calendar year, up to a maximum of 144 hours.

3. Those unit members assigned to the Fire Prevention and Training Divisions normally assigned a forty (40) hour work week shall be compensated at a rate of time and one-half (1 1/2) hours worked. The aforesaid employees shall have the option to select either compensatory time or cash payment. Compensatory time off shall be taken at a mutually agreeable time; however, on the last pay period of the year, all accrued compensatory time shall be paid the employee in cash. Such employees may, in lieu of holiday double time pay provision, elect to take compensatory time for those hours worked on a contract-designated holiday.

I. Non-Promotional Classifications:

1. Firefighter/Paramedics

- a. The Fire Chief shall determine the number of required Firefighter/Paramedics.
  - 1) The Chief of the Department or their designated representative shall select qualified employees as Firefighter/Paramedics. Minimum standards of licensure shall be established by the State of Wisconsin.
  - 2) The City retains the right to assign such employees in the best interest of the Department.
- b. Loss of Classification as Firefighter/Paramedic:
  - 1) Firefighter/Paramedics shall be subject to loss of classification and compensation for same under the following circumstances:
    - (i) Failure to meet any State licensing requirements. (In the event the State changes licensing requirements, opportunity for re-licensure for all Firefighter/Paramedics will be made on an equal basis.
    - (ii) The following conditions for voluntary reductions from Firefighter/Paramedic to Firefighter shall apply:
      - (a) If a request for permanent reduction is approved, the Firefighter/ Paramedic with less than 15 years of continuous service as a Firefighter/ Paramedic shall be returned to their permanent rank and be paid in that classification from the first pay period following such reduction.
      - (b) If a request for permanent reduction is approved, the Firefighter/ Paramedic who has completed their 15th year of continuous service as a Firefighter/Paramedic shall be returned to their permanent rank and their pay will be "red-circled". Employee will not receive a reduction or increase in pay until such time that through the course of annual increases, educational incentive increases, longevity step increases or promotion the employee's pay is equivalent to that of the "red circled" pay. An employee must give a minimum of six (6) months notice to be eligible for "red-circled" reduction. A maximum of three (3)

Firefighter/Paramedics may be “red-circled” at any given time and order of selection will be based on job seniority. “Red circling” may occur when the Department is within 95% or greater of its authorized paramedic strength. Once an employee has been approved for “red circling”, this status shall not be rescinded except by mutual agreement.

- (c) If a request for a temporary reduction is approved, the Firefighter/Paramedic shall be paid at the rate of their permanent rank until returned to Firefighter/Paramedic class.
- (d) If a request for temporary reduction is approved and the Firefighter/ Paramedic agrees to be available to work in the Firefighter/Paramedic capacity when needed by the Employer, they shall not suffer a reduction in pay.

c. Conditions:

- 1) Vacation schedules for Firefighter/Paramedics shall be established in accordance with current Department practices, but shall be considered a separate unit for this purpose.
- 2) The Department may assign Licensed EMT Personnel, regardless of rank or classification to Ambulance duty. Such personnel shall be compensated at a rate of pay equal to 5% above the employee's respective base pay step. Compensation will only apply to the period of time the employee is assigned to Ambulance duty. The classification of Firefighter/Paramedic is excluded from the 5% additional compensation when assigned to Ambulance duty.
- 3) No education incentive pay credits or points shall be granted for EMT P (Paramedic) training.
- 4) The number of ambulance shifts worked by a promoted Paramedic (Captains, Lieutenants, and Apparatus Engineers who hold Paramedic licenses) per calendar year will be at least nine (9). This is intended to allow for promoted Paramedics to maintain ambulance skills and experience. Any shifts worked beyond nine (9) in a given calendar year will be by mutual agreement between the promoted Paramedic and management.

d. Paramedic Compensation:

- 1) Paramedics shall be compensated at Range 3, as outlined in Appendix D, with the exception of those employees selected to be paramedics who have not attained Journeyman status, said employees shall be compensated at 10% above their applicable apprenticeship step.
- 2) Those employees who are employed as paramedics and maintain a paramedic license for twelve (12) consecutive years or more, shall be compensated an additional 2% above Range 3.

- 3) Paramedic 2's shall be compensated at Range 3a, as outlined in Appendix D. Those employees who maintain a paramedic license for twelve (12) consecutive years or more, shall be compensated an additional 2% above Range 3a.

2. Training Officer:

a. Training Officer 1:

- 1) Basic Requirements: 3 ½ years of service as a commissioned member on the Madison Fire Department, Journey Worker status, State EMT certification and State HAZMAT Technician certification.
- 2) Pay Compensation: Salary shall be 6% above base pay of the employee's permanent rank.

b. Training Officer 2:

- 1) Basic Requirements: Meets requirements of Training Officer 1, plus certification as a State Fire Instructor 2 and certified as an EMT and/or HAZMAT Instructor.
- 2) Pay Compensation: Salary shall be 8% above base pay of the employee's permanent rank.

c. Training Officer 3:

- 1) Basic Requirements: Three (3) years as a Training Officer 2 and having maintained all the basic requirements of Training Officer 2
- 2) Pay Compensation: Salary shall be 10% above base pay of the employee's permanent rank.

- d. Training Officer Leadworker will receive an additional 1% on top of their designated position. Management retains the right to identify who the Leadworker will be.

- e. For payroll purposes, the employee's new base pay will be as stated above for as long as they remain in that classification.

3. Fire Investigators:

a. Fire Investigator 1:

- 1) Basic Requirements: 3½ years of service as a commissioned member on the Madison Fire Department, Journey Worker status, State EMT certification and State HAZMAT Technician certification.
- 2) Pay Compensation: Salary shall be 6% above base pay of the employee's permanent rank.

b. Fire Investigator 2:

- 1) Shall meet the requirements of Fire Investigator 1. Additionally, shall have twelve (12) months of fire investigation experience comparable to that gained as Fire Investigator 1 with the City of Madison Fire Department. Minimum of 40 hours of accredited fire investigation related training. Primary/Lead Investigator on a minimum of 50 fire investigations/cases. Other combinations of training and/or experience which can be demonstrated to result in the possession of the knowledge, skills and abilities necessary to perform the duties of this position will also be considered.
  - 2) Pay Compensation: Salary shall be 8% above base pay of the employee's permanent rank.
- c. Fire Investigator 3:
- 1) Basic Requirements: Shall meet all the requirements of Fire Investigator 2. Additionally shall have eighteen (18) months of fire investigation experience comparable to that gained as a Fire Investigator 2 with the City of Madison Fire Department. Minimum of 120 (cumulative) hours of accredited fire investigation related training. Successful completion of Educational Methodology through the Wisconsin VTAE system or equivalent. Certified Fire Investigator (CFI) certification through the International Association of Arson Investigators (IAAI) or equivalent.
  - 2) Pay Compensation: Salary shall be 10% above base pay of the employee's permanent rank.
- d. Arson Leadworker will receive an additional 1% on top of their designated position. Management retains the right to identify who the Leadworker will be.
- e. For payroll purposes, the employee's new base pay will be as stated above for as long as they remain in that classification.
4. Apparatus Engineer 2: Only Apparatus Engineers will be assigned to Car 31 as the Apparatus Engineer 2. Any personnel assigned to Car 31 as the Apparatus Engineer 2 will be compensated at Range 3.
  3. Management retains the right to assign any personnel to Car 31 on a permanent or temporary basis.
- J. Specialty Pay:
1. Scuba Team:
    - a. 51 Certified SCUBA Team members shall be compensated one percent (1%).
    - b. Up to eight (8) designated certified Scuba team members shall be compensated an additional one percent (1%) premium on a daily basis when assigned to the SCUBA station.

- c. Three (3) Department designated certified Scuba Dive Masters shall be compensated an additional one percent (1%) premium on an annual basis.
  - d. One Dive Coordinator will be compensated an additional one percent (1%) annually.
  - e. Management retains all rights to select and assign personnel to the SCUBA station. Individuals will not be allowed to bid into core team positions and/or stations.
2. Rapid Intervention Team:
- a. The City shall pay a maximum of eight (8) active status members of the Rapid Intervention Team a one percent (1%) premium on days worked when assigned to the Rapid Intervention Team.
  - b. Management retains all rights to select and assign personnel to the Rapid Intervention Team and Rapid Intervention Team stations. Individuals will not be allowed to bid into core team positions and/or stations. If the Rapid Intervention Team is discontinued for any reason, all premium pay will end.
3. Hazardous Material Team:
- a. Appendix F will dictate the makeup, compensation and training of the Hazardous Materials Team.
  - b. In the event the Department restructures or modifies the Hazardous Material Response Team during the course of the contract, the number and compensation of designated team members may be modified by mutual consent.
4. Heavy Rescue Team:
- a. The City will pay a maximum of seventy-six (76) bargaining unit members a one percent (1%) premium above their base pay upon completion of training and certification for "operation level" Rope Rescue, Trench Rescue, Confined Space Rescue, and Structural Collapse Rescue. These individuals must maintain the certification and continue to complete training requirements, as determined by management, in order to continue to receive the premium.
  - b. In the event the Department becomes Heavy Rescue Regional Response Team, or effective January 1, 2010, the City of Madison will pay an additional one percent (1%) premium to bargaining unit members who complete the training and are certified at the "Technician Level". These individuals must complete and maintain the certification and continue to complete training requirements, as determined by management, in order to receive the additional one percent (1%) premium. This premium will begin to be paid January 1, 2010 at one half percent (.5 %) and will increase to one percent (1%) effective January 1, 2011.
  - c. Backfill shall be furnished for all personnel scheduled to their ordinary work day and required to attend the training. If the employee required to attend the training, must travel over sixty (60) miles from the City of Madison, and attend training of six (6) hours or more at such training, a

replacement worker shall be provided for the complete shift the employee was scheduled to work. For training over sixty (60) miles from the City of Madison and less than six (6) hours, a backfill person shall be furnished for the employee for the training time, plus two (2) hours, and actual travel time. If such training is over one hundred twenty (120) miles from the City of Madison and the employee is scheduled to work the prior day's shift to said training, such employee shall be afforded a backfill person for the last twelve (12) hours of the prior day's shift. At a minimum, an employee scheduled working prior to said training will be backfilled for two (2) hours plus actual travel time.

- d. Training time for personnel shall be inclusive of all time including any off time less than ten (10) hours until the next training.
- e. The Labor/Management committee will select the initial team members. After the initial selection, Management retains all rights to select and assign personnel to the Heavy Rescue Team and to Heavy Rescue Team stations. Individuals will not be allowed by bid into core team positions and/or stations. If the Heavy Rescue Team is discontinued for any reason all premium pay will end.
- f. Provide HURT team refresher training as required.

5. Tactical Emergency Medical Support:

- a. The City will pay a maximum of ten (10) bargaining unit members a one percent (1%) premium above their base pay upon completion of training and certification for "TEMS". These individuals must maintain the certification and continue to complete training requirements, as determined by Management, in order to continue to receive the premium.
- b. Management retains all rights to select and assign personnel to the Tactical Emergency Medical Support and Tactical Emergency Medical Support stations. Individuals will not be allowed to bid into core team positions and/or stations. If the Tactical Emergency Medical Support is discontinued for any reason, all premium pay will end.

6. Peer Fitness Trainers:

- a. The Chief of the Department, or their designated representative, in conjunction with Local 311, shall select ten (10) qualified employees as Peer Fitness Trainers.
- b. Minimum standards of ACE licensure are required and to be paid on duty.
- c. Designed personnel are required to fulfill twenty (20) hours of continuing education to be paid on duty.
- d. Designated Peer Fitness Trainers who have maintained certification will be compensated at one percent (1%). Duties of the Peer Fitness Trainers are to be consistent with those duties outlined in the IAFC and IAFF wellness fitness initiative.
- e. This program goes into effect in 2007, when the budget is approved.
- f. If the Peer Fitness Trainer program is discontinued for any reason, all premium pay will end.

K. Standby Pay: A 40 hour employee assigned by the Employer to be on standby duty during hours outside the employee's general work schedule shall be compensated at the

rate of two dollars (\$2.00) per hour for such assignment. An employee who is on standby duty shall be immediately accessible by telephone and/or by portable radio or by pager as determined by the Employer. 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 of having received notice shall not be eligible for standby pay for that day. Standby duty shall not be counted as hours worked. Employees called in for overtime work from standby duty shall be compensated for such time worked pursuant to applicable contract provisions and for such period of time worked shall not receive standby pay. Employees not assigned to standby duty shall be subject to call back pursuant to applicable contract provisions.

- L. Special Duty Pay: This section is in effect only when the City has a contract with the special events provider. The special duty hourly wage rate for 1998 will be established/determined at the time the contract with the provider goes into effect. Thereafter, the President of the Union shall recommend to the Fire Chief at the beginning of each year the hourly rate of pay for special duty arranged through the Department. The rate of pay shall be subject to the approval of the Fire Chief.
1. All requests for "Special Duty" personnel shall be subject to the following provisions:
    - a. Payment for all such services shall be through City Payroll with appropriate benefits and an administrative fee of three percent (3%).
    - b. All such duty shall be strictly voluntary.
    - c. The City shall continue to encourage the use of City Firefighters to provide services in conjunction with any event requiring a permit.
  2. Firefighters working "Special Duty" pursuant to this section, which because of their complexity require significant department planning and/or supervision, shall be subject to the regular contractual rates.
  3. When Firefighters are working at the "Special Duty" pay rate, no other Firefighters who are working at regular contractual rates may be assigned to that "Special Duty" employment. This would not apply to unanticipated emergencies requiring the short-term response of other on-duty Firefighters and/or supervisors or to incidental work of personnel assigned to the area.
  4. Except as in 3, above, if the Madison Fire Department assumes immediate direction and control of Firefighters on "Special Duty", regular contractual hourly rates will apply to the work of such Firefighters, following assumption of direction and control by the Department.
  5. Firefighters who are required to work beyond the hours set forth by the "Special Duty" employer, as a result of fire or EMS action taken during those hours will be compensated at the applicable hourly rate as specified in the contract if the work is authorized by the Department.
  6. Firefighters working "Special Duty" will be governed by all Department work rules, orders, policies and procedures.

- M. Fire Lieutenants and Apparatus Engineers assigned as furlough personnel shall be compensated at the rate of 1% above their base salary for the duration of their assignment.
- N. Fire Education Training: There shall be a yearly training fund that will be used for Fire training for members. A committee comprising both labor and management shall administrate the fund. The fund shall be used for Fire training of Local 311 members in the field of fire fighting. The fund shall be up to \$5,000 annually, and shall increase by the annual salary increase.

## ARTICLE XII UNION ACTIVITY

- A. No Union meeting shall be held on City time nor on City property.
- B. Representatives of the Union having business with officers and individual 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 that such activities do not impede the operation of the Fire Department.
- C. The Union shall advise the City, in writing, of its negotiators. Four (4) representatives from the Union shall be paid regular salary for time spent in negotiations during regular working hours, except no payment will be made for negotiating time outside the representative's normal work day. The names of the duly chosen representatives of the Bargaining Unit shall be submitted to the Labor Relations Manager and Fire Chief, sufficiently in advance of regularly scheduled meetings, so as to permit the scheduling of operations within the Department. The provisions of this section shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment. The Labor Relations Manager shall interpret and administer the provisions of this paragraph.
- D. The City shall provide space on a bulletin board at all stations, training center, and each Division 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 telephone calls. A reasonable amount of time will be allowed members on duty to vote in Union elections and referendums provided, however, that on-duty personnel shall not be allowed to leave their assigned duty stations.

The bulletin board will be subject to the following provisions. All notices shall be posted by an officer or member of the local and shall relate to the matters listed below:

1. Union recreational and social affairs.
2. Union meetings.
3. Union appointments.
4. Union elections.
5. Results of union elections.

6. Reports of committees of the Union.
7. Rulings or policies. (International Union or other related labor organizations with which the Union is affiliated.)
8. Judicial and quasi-judicial decisions. (Affecting any members of the bargaining unit such as the results of fact-finding, grievances, etc.)
9. Any material authorized by the Fire Chief or his designated representative and an officer of the Union.

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, and no material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by a chief officer.

- E. The Union shall have the right to use the City's mail systems, both inter-departmental and electronic. The Union shall be allowed an E-Mail address on the City's computer network in addition to "mail boxes" in each station for the purpose of communication with the employees regarding Union and related activities.
- F. When feasible, the City will make available to the Union remote access to the City's computer system for electronic mail purposes.
- G. If feasible the City shall allow the Union to operate an Electronic Bulletin Board system on the City's computer network. The costs associated with the system shall be borne by the Union. The electronic Bulletin Board shall be governed by the provisions listed in section Article 12, Section D, above.
- H. Notwithstanding, Article 12, Section C, above, and Article 10, Section I, Subsection 1, the City may provide for the President of the Union or their designee to attend meetings and conferences agreed to by the City, during regularly scheduled on-duty hours, which pertain to issues of mutual concern.

### ARTICLE XIII POLITICAL ACTIVITIES

- A. Any employee entitled to vote in any public election shall be afforded the necessary time off to do so, in accordance with the provisions of the Wisconsin Statutes, or any other means that is satisfactory to the City and the Union. No employee shall receive compensation for replacing a person while voting.
- B. Employees shall observe strictly all rules of the Fire Department relating to political activity insofar as they are applicable only to hours spent on duty.

## ARTICLE XIV WORKER'S COMPENSATION

In the event any employee covered by the terms of this Contract 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 ninety percent (90%) 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 benefit and shall continue for a period not to exceed one-hundred-eighty (180) working days or thirty-six (36) 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 Contract, provided that 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.

## ARTICLE XV LIFE INSURANCE AND PENSION PLAN

- A. The City will continue enforcing a Life Insurance Program through the Hartford Life Insurance Company.
- B. The City agrees to provide a life and total disability insurance benefit for all commissioned members of the Fire Department, equal to one and one-half year's pay in addition to Worker's Compensation benefits. The City shall pay such individual employee premiums required for the purposes of such insurance.

Payment of this benefit shall be made in case of duty-incurred death or total disability. For purposes of this benefit, the term total disability shall mean a disability sufficient to cause the granting of a disability pension under the respective public employee pension programs. No benefits under this provision shall be applicable to any employee beyond retirement age.

- C. The City shall pay the full cost of the Wisconsin Retirement Fund contributions (Wisconsin Statute Chapter 41) and the full cost of Firemen's Pension Fund Contributions (Wisconsin Statute 62.13). Further, all such payments of contributions made by the City shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from the earnings of the participating employee, and all such payments of contributions made by the City shall be available for all Retirement Fund benefit purposes.
- D. Dental Insurance: The City will make available a payroll deduction for dental insurance. The deducted amount will be for 100% of the premium as indicated by the provider. There will be no City contribution towards the premium. The City will make no representation as to benefits provided or premium rates. The union and employees will be bound by all other legal and plan requirements of the provider. The City shall be saved harmless in the event of any legal controversy with regard to the application of this provision.

- E. Income Protection Plan: The insurance policy known as the Income Protection Plan presently in force for City employees shall be maintained. The Insurance premium shall be waived for unit members with 100 days\* or more of accrued sick leave (regardless of the number of sick days used in the past year). \* In converting days to hours refer to Article 10, Section F, Subsection 1(A), 2(A) and 2(B).
- F. Deferred Compensation Program: Employees shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. In addition to the plans already provided by the City, the City shall make available the IAFF Financial Corporation 457 Plan. Members will be entitled to transfer 457 plan assets to the plan of choice upon approval of the Deferred Compensation Committee.

#### ARTICLE XVI UNIFORM PROVISIONS

- A. Subject to the rules of the Fire Department, the City of Madison shall provide the original complete uniform for those members of the Fire Department required to wear a uniform and such shall remain property of the City. Thereafter, the City of Madison shall contribute 100% of the annual uniform expense of any member required to wear a uniform, but not to exceed \$403.74 in 2010 and \$415.85 in 2011 per year. This amount may be accumulated. The maximum accumulation shall not exceed \$625.00. Each year hereafter, the uniform amount will be adjusted by the percentage of wage increase negotiated. The increase is based on the wage increase, but the maximum amount will remain at \$625.00.
- B. In lieu of the uniform provision provided by this Article, employees assigned to Fire Investigation shall receive a clothing allowance of \$66.34 per month in 2010 and \$68.33 in 2011.
- C. The City of Madison shall replace uniform articles damaged in the performance of emergency duties.
- D. Upon retirement, employees may convert up to 100% of unused uniform allowance to cash.

#### ARTICLE XVII 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 XVIII SAVINGS CLAUSE

- A. 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.

- B. In the event of such contract clause invalidation, both the City 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. Said thirty (30) days may be extended by mutual consent of both parties.

#### ARTICLE XIX WAIVERS

- A. 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.
- B. 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 City 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 XX LOSS OR DAMAGE

The City agrees that employees shall not be charged for any loss or damage of City-owned property or materials unless negligence is shown. Any loss of City equipment must be reported immediately upon discovery, but in no case should that time exceed 21 calendar days. If a loss of equipment is not reported within the time limit indicated, the employee shall be responsible for the loss. The City agrees that employees will be reimbursed 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 is shown. The City agrees to replace badges if they are lost or damaged while on duty unless negligence is shown.

#### ARTICLE XXI HEALTH INSURANCE

- A. For the calendar year 2010, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area.

- B. For the calendar year 2011, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage a dollar amount equal to 105% of appropriate premium rates of the lowest bidder among health care providers offered in the Wisconsin Public Employer's Group Health Insurance program's Dane County service area. Alternative and/or additional health care providers may be offered only if the two parties agree.
- C. The provisions set forth in the paragraph above shall:
1. represent the contribution basis for health care continuation from the expiration date of this agreement until the ratification of a successor agreement, subject to the provisions of Article 27 of the Agreement and,
  2. serve as the basis for the negotiation of a successor collective bargaining agreement.
- D. The City will contribute an amount not to exceed that amount set forth above toward the monthly premium for single coverage, or an amount not to exceed that amount set forth above toward the monthly premium for family coverage for an employee who elects to retire and is eligible for Wisconsin Retirement Fund benefits between the age of fifty (50) and fifty-four (54). Such contributions shall be discontinued when an employee reaches the age of fifty-five (55).
- E. The City shall continue health insurance premium contributions during periods of disability leave of absence without pay, not to exceed six (6) months. Void if the employee retires during such period.
- F. Retired employees may, at their option, continue to participate in the health insurance program referenced above. In addition, the City will make Medicaid Supplement and Medicare Supplement Plans available to those employees qualified for Medicaid and/or Medicare; however, premiums for said insurance must be paid by the retiree. If a retired employee discontinues participation in the health insurance program and at a later date wishes to re-enroll, he/she may do so if such is acceptable to the carrier/provider.
- G. Registered domestic partners shall be covered for health insurance when any of the City's insurance carriers provide for such coverage, provided, however that any employee who desires such coverage must enroll in a program which offers that benefit.
- H. Beginning with the pay period that includes January 1, 2010:
- Each pay period, the City will contribute one and a quarter percent (1.25%) of the individual's base salary into a Post Employment Health Plan (PEHP) for each eligible employee. The PEHP, selected by the Union, will specify plan benefits, limitations, eligibility requirements, and enrollment procedures.
- The Union shall be responsible for selecting the administrator of the Plan and for general financial operation of such. The City will be held harmless in the administration of the plan, and from making any additional contributions to the plan.
- I. Effective January 1, 2002, employees who have spouses or registered domestic partners who are also employed by the City, shall not be allowed to maintain two family

coverage plans. Employees may continue to maintain individual single coverage plans or a single coverage plan and a family plan.

- J. In the event an employee is killed in the line of duty or their death is covered by any presumptive legislation in the State of Wisconsin, the City shall continue to contribute/reimburse the appropriate monthly premium for health insurance as indicated in Paragraphs A and B above, for the surviving dependants. The City shall continue said contribution until such time that the employee's spouse remarries, is eligible for an equivalent health insurance coverage, or when the employee would have been eligible for the Union's retiree health insurance program.
- K. Payment of a one-time reimbursement will be made for the three-month premium gap that occurs when an employee decides to utilize the City Health Insurance Program, but must pay the excess beyond 105% for the Standard Plan until they get to the State plan. Payment will follow retirement and will not exceed the actual dollars spent by the employee.

## ARTICLE XXII WORK RULES

- A. Existing work rules relating primarily to wages, hours, and conditions of employment are made part of this Agreement.
- B. The establishment of new work rules primarily affecting wages, hours of work or conditions of employment shall be subject to negotiations and mutual agreement prior to their effective date.

## ARTICLE XXIII UNION REPRESENTATION

- A. All bargaining unit members retain the right of Union representation on any matters regarding disciplinary action.
- B. When a general communication is issued to the members of the Department, a copy shall be sent to the Union Office.

## ARTICLE XXIV CAR ALLOWANCE

Members of the Fire Department required to use their personal cars for City business shall be compensated in accordance with the prevailing IRS mileage allowance except for employees using personal vehicles for attending specialized training and who shall receive the rate determined by City policy.

## ARTICLE XXV COMMON MESS

All station meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

## ARTICLE XXVII RESIDENCY REQUIREMENT

All members of the Fire Department shall be required to live within the City limits as a condition of employment. However, in the event that the City waives the City residency requirement for any group of employees, the requirement for members of the Fire Department shall be deemed to be waived.

## ARTICLE XXVIII DURATION OF AGREEMENT

- A. This Agreement shall be effective as of January 1, 2010 and shall remain in full force and effect until its expiration date of December 31, 2011, unless expressly provided otherwise.
- B. 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 simultaneously exchange initial bargaining proposals at the first scheduled bargaining 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. Said continuance, however, shall not be interpreted as a bar to wages and/or fringe benefits being retroactive. This provision shall not be construed as a limitation of the Employer's rights under Sections 111.70 and 111.77, Wisconsin Statutes.
- C. If neither party gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

## ARTICLE XXI DUTIES

- A. The Union agrees that the City may assign members those duties deemed to be in the best interest of the City and efficient use of available personnel. The City acknowledges the primary mission of the Fire Department to be the saving and protection of life and property; therefore, the primary related duties shall include, but not be limited to, firefighting, fire prevention, rescue work, emergency medical care, care and maintenance of equipment and apparatus, and the cleaning and maintenance of the quarters and area as embodied in the departmental job description.
- B. 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 primary missions of the Fire Department or the primary related duties ascribed thereto in paragraph I, shall require approval of the Common Council and the Mayor, in accordance with municipal legislative process.
- C. It is understood between the parties that when the duties of the employees are changed or when new service programs are implemented that are not related to the primary missions of the Fire Department or the primary related duties ascribed thereto in paragraph I, the Union retains the right to negotiate on remuneration for those added

responsibilities. It is agreed that any such agreement reached between the parties related to this Article shall be payable retroactively to the date of the implementation of such changes.

**ARTICLE XXIX  
APPRENTICESHIP PROGRAM**

- A. Both parties agree that an apprentice shall be eligible to advance through the salary range for a Firefighter according to the following schedule:

REQUIREMENTS	SALARY STEP
1. Successful completion of initial six (6) months employment	2
2. Successful completion of the initial eighteen (18) month probationary period and of the requirements of a Firefighter Apprentice Basic	3
3. Successful completion of the requirements for Firefighter Apprentice - Intermediate and thirty (30) months of employment	4
4. Successful completion of the requirements for Firefighter Apprentice - Senior and forty-two (42) months of employment	5

**ARTICLE XXX  
PROMOTIONS**

For promotions to all bargaining unit promoted positions, the most senior individual on the promotional list established by the Chief will be promoted first; second most senior, second; and so forth, until all persons on the panel are promoted.

**ARTICLE XXXI  
DRUG AND ALCOHOL TESTING PROGRAM**

The drug and alcohol testing program between the Union and the City will be fully set forth in Appendix G.

**ARTICLE XXXII  
STATION ASSIGNMENT BY SENIORITY**

- A. Up to seventy-five (75) of the most senior suppression personnel will be eligible for bidding; classes will not be divided. The seventy-five (75) is a hard number and it will not be adjusted to reflect employees who retire or who do not bid. The positions open for bidding will be established prior to bidding. Should positions be changed or vehicles moved after bidding, those employees will be able to re-bid.
- B. Management reserves the right to assign personnel as may be necessary for the safe and efficient operation of the department. This is inclusive of, but not limited to; rank,

- paramedic, hazmat, scuba, tech rescue, or any other specific skills or abilities an employee may have.
- C. Bidding will take place during a five calendar day period after shift assignments are made by management. Two months advance notice will be given for said five day bidding period.
  - D. Employees who do not bid during this time period, for whatever reason, shall waive their right to bid on station assignment. Employees who are ineligible to bid, or choose not to bid, shall be assigned by management to meet the needs of the department as has been the practice in previous years.
  - E. Employees able to bid for station assignment must submit a bid even if their intention is to remain at their current assignment.
  - F. This article is in effect for 2002-2003 station assignments and forward.

#### ARTICLE XXXIII PROBATIONARY DETAIL

New probationary employees shall not be detailed during the first nine months of employment, except on Sundays or Holidays. After nine months of employment they will be placed in the normal detail rotation of their assigned station and shift.

#### ARTICLE XXXIV SENIORITY

Any employee who is removed from pay status for medical reasons will not have their department seniority affected, provided that absence does not exceed 180 calendar days. If an employee remains off pay status beyond 180 calendar days, seniority will be affected beginning with the 181st day.

#### ARTICLE XXXV OFF DUTY EMPLOYMENT

Employees hired on or after January 1, 1998, will be prohibited from performing firefighting or emergency medical services for municipalities or private entity operating a paid, part paid, paid on call, or volunteer fire department or EMS service other than the City of Madison.

#### ARTICLE XXVI DAILY STAFFING EQUALIZATION

- A. In an effort to improve daily staffing levels, employees may volunteer off on days designated by Management that exceed the normal daily staffing level. Volunteering off will be on a seniority basis by classification. Employees who have reported to duty, volunteer to be sent home, and are sent home will receive three extra hours of pay at straight time, when the day is worked back. The employee shall not receive any additional compensation for the day worked back, beyond three (3) extra hours of pay at straight time pay, except as may be required for FLSA overtime purposes or in connection with holiday pay as described in Paragraph C below. All employees who are

sent home will work back on a day that needs additional staffing as determined by Management. The day selected will be mutually agreed upon and selected prior to the employee leaving duty for the day, except that employees may only choose a work back day that does not cause the employee to actually work for FLSA purposes more than two hundred sixteen (216) hours during any 28-day work period. Anytime prior to a selected work back day, Management reserves the right to require an employee to re-pick a work back day, if the work back day previously selected would cause the employee to exceed two hundred sixteen (216) hours actually worked for FLSA purposes for the applicable work period.

- B. If staffing levels exceed the normal daily staffing level and no volunteers can be identified, Management will select the employee(s) to be sent home down to the minimum daily staffing level. Such selection will be made in reverse seniority by classification from a list of those employees who have not yet been sent home in the current calendar year. Employees who are sent home will be offered the option to select a work back day pursuant to Paragraph A above, or have Management make the selection for them pursuant to Paragraph A above. Employees who are sent home and have not volunteered will not receive three (3) hours of straight time pay when they work back the day.
- C. If sufficient funds are available, employees may choose the daily staffing equalization program in lieu of Rule 66 on designated holidays. All employees who are sent home will work back on a day that is in need of additional staffing as determined by Management. Compensation for the day worked back will include any holiday pay the employee would have received had they not gone home. If, for any reason, an employee does not work the scheduled day back for the holiday they went home on, no holiday compensation will be paid. No portion of this provision applies to Rule 66 send homes.
- D. Any budgeted money saved from creative staffing program will be used to maintain or improve existing staffing levels prior to the end of the year.
- E. Enhancements or changes in the administration of the program shall be mutually agreed upon during the term of the collective bargaining agreement to provide for flexibility needed to provide staffing for special circumstances.
- F. The City shall maintain the current apparatus staffing levels. In the event there are unforeseen circumstances that would necessitate a change in the current levels, the City shall give notice to the Union to meet and appraise the circumstances and in the event that no solutions are identified or agreed to, the City shall exercise their management right to provide the appropriate level of service to the community given the circumstances.

#### ARTICLE XXXVII FLOAT SHIFT

- A. The Float shift shall consist of one Lieutenant, one Apparatus Engineer, one Firefighter and one Paramedic. Personnel may volunteer for the floating shift on a seniority basis. In the event there are not enough volunteers, the least senior non-probationary employee in each classification will be assigned. Management reserves the right to assign personnel as may be necessary for the safe and efficient operation of the department.

This is inclusive of, but not limited to: Hazmat, scuba, tech rescue or any other specific skills or abilities an employee may possess.

- B. Employees on the floating shift will select work shifts based on an average of 48 hours per week for each 28-day work period. Shifts will be chosen at a minimum of 7 days in advance of each 28-day period. Currently selected vacation periods will be blocked out so as to allow the employee not to be scheduled during those vacation periods. Scheduling of work shifts will be mutually agreed upon between the employee and management. In the event that no agreement is reached on scheduling of a work shift, Article 5 of the labor agreement shall apply.
- C. Employees shall be able to exchange work shifts as is the normal practice.
- D. In addition, in 2010, each employee shall receive \$2,475.34 of shift differential pay annually (paid bi-weekly) for assignment to the floating shift. In 2011, differential pay shall be \$2,475.34, and each year thereafter, the amount will be adjusted by the percentage of wage increase negotiated. Effective the last pay period of 2011, the shift differential pay shall increase 3% consistent with the wage increase.
- E. Local 311 shall be responsible for scheduling the float shift under the direction of the Fire Chief's designee as described above. Said individual designated by the Union President shall be compensated 1 hour at the overtime rate for scheduling each 28-day cycle.

ARTICLE XXXIV  
AGREEMENT

Dated at Madison, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF MADISON

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL 311

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
COMPTROLLER

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
SECRETARY/TREASURER

\_\_\_\_\_  
LABOR RELATIONS MANAGER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

\_\_\_\_\_  
BARGAINING COMMITTEE MEMBER

Approved as to form only, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
CITY ATTORNEY

## APPENDIX A POLICY

Sick leave, vacation period and emergency leave will be allowed in the manner prescribed by state law or Rules of the Madison Fire Department.

### Absence of Employee from Duty.

#### Definition:

- (a) Sick leave shall include absence from duty because of illness; bodily injury, when not a Worker's Compensation case; exposure to contagious disease; and serious illness or death in the immediate family of the employee, a person designated in writing by the employee as a family partner or that partner's children, stepchildren or grandchildren. (Refer to Appendix E.)
- (b) "Three or more consecutive work days" shall be defined as:
  - 1) For those employees assigned to the forty-eight (48) hour duty schedule, three (3) consecutive twenty-four (24) hour periods of duty or,
  - 2) For those employees assigned to the forty (40)hour duty schedule, three (3) consecutive eight (8) hour or ten (10) hour tours of duty.

#### Procedure:

##### Absence from Duty:

All members of the Department, who due to illness, injury or other valid reasons are unable to report for duty on their regularly assigned shift, must notify the officer on duty at their assigned station of their inability to report because of personal illness, injury or family illness. Any other reasons shall require the approval of the Officer in Charge. The reporting of absences from duty is to be done personally by the officer or firefighter concerned if possible, and it shall be done as early as practicable, but no later than 6:00 a.m., unless circumstances develop after that hour which will necessitate their absence.

Upon receipt of this information the station officer to whom this information has been given will immediately notify the Chief Officer in charge of his district with proper entries also being made in the station log.

When the circumstances surrounding the absence raise a question as to the validity of the absence, the department head may require a physician's certificate explaining the nature of the illness and the necessity of the employee's being absent from work. In all cases where the absence continues for more than ten consecutive work days and where no physician's certificate has been obtained, the department head shall require such a certificate before payment is authorized for sick leave beyond the tenth day. In cases where the absence continues for more than thirty consecutive work days and for each subsequent thirty consecutive work days of absence, the department head shall obtain a physician's certificate and file it with the Personnel Department before further salary payment is authorized unless in view of the physician's latest certificate, further certificates appear to be either temporarily or permanently unnecessary in which case the Personnel Office may advise the department head in writing to this effect.

When the City requires medical reports, the City shall be liable for the payment of said reports.

APPENDIX B  
FIRE DEPARTMENT WORK SCHEDULES

40 Hour Week - 8 Hour Day

<u>START</u>	<u>END</u>	<u>LUNCH</u>
8:00 a.m.	4:30 p.m.	30 Minutes

40 Hour Week 10 Hour Day

	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>
1st Week	A	A B	A B	A B	B
2nd Week	B	B	B	B	A

Explanation: 40-hour work week consisting of four 10-hour days.

Starting Time: 7:00 A.M. To 5:00 P.M.

Lunch: 30 minute paid lunch break.

15 minute paid coffee break.

- A. Employees shall be required to submit, in writing, two weeks notice of their option to select either forty (40) hour work schedule.
- B. Once selected, the work schedule shall remain in effect for a minimum of three (3) months. Such schedules shall commence on the Sunday nearest to the 1st, 2nd, 3rd and 4th quarter of the year. (Jan.-Mar., April-June, July-Sept., Oct.-Dec.)
- C. Exceptions to the provisions of paragraphs A. and B. above may be permitted, subject to the mutual agreement of the parties.
- D. Overtime: Employees working the 4/10 schedule shall receive overtime compensation after 10 hours per day or 40 hours per week. Employees working the 5/8 schedule shall receive overtime compensation after 8 hours per day or 40 hours per week.
- E. Vacation and Sick Leave: A work day shall equal 10 hours for employees working the 4/10 schedule. A work day shall equal 8 hours for employees working the 5/8 schedule.

Fire Suppression and Ambulance

7:00 a.m. 7:00 a.m.

- F. By mutual agreement between Fire Administration and bargaining unit member(s), forty (40) hour week personnel can arrange for work hours outside the standard forty (40) hour schedule.

APPENDIX C  
JOINT APPRENTICESHIP TRAINING PROGRAM

The parties agree that in the event the Joint Apprenticeship Training Program should be terminated during the term of this Agreement, Article 11, Section F. Education Incentive Program, third paragraph, shall be amended to read:

Furthermore, the Fire Education Incentive Program shall be amended effective December 26, 1976 to provide that employees shall not be eligible to receive Education Incentive pay until the completion of forty-two (42) months of continuous employment as a firefighter.

Furthermore, the parties agree that in the event the Joint Apprenticeship Training Program should be terminated during the term of this Agreement, Article 29, Apprenticeship Program, shall be deleted.

**APPENDIX D  
BIWEEKLY BASE RATE SALARY SCHEDULE**

The following positions in the bargaining unit represented by Firefighters Local 311 shall be compensated in accordance with the following salary schedule.

<b>RANGE 01</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A	1632.69	1789.79	1849.04	1908.24	1967.39
B	1681.67	1843.48	1904.51	1965.49	2026.41

FIREFIGHTER

<b>RANGE 02</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A	2065.76				
B	2127.73				

FIRE APPARATUS ENGINEER

<b>RANGE 03</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A	1795.97	1968.77	2033.93	2099.07	2164.10
B	1849.85	2027.83	2094.95	2162.04	2229.02

FIRE APPARATUS ENGINEER 2  
FIRE COMMUNITY EDUCATOR  
FIRE INVESTIGATOR

FIREFIGHTER/PARAMEDIC  
FIRE SERGEANT

<b>RANGE 03A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A	2229.03				
B	2295.90				

PARAMEDIC 2

<b>RANGE 04</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A	2261.51				
B	2329.36				

FIRE INSPECTOR

FIRE LIEUTENANT

<b>RANGE 05</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
A	2380.60				
B	2452.02				

FIRE CAPTAIN

- A.
  - 1. Effective the pay period including January 1, 2010, the above rates of pay designated as "A" shall apply.
  - 2. Effective the pay period including December 11, 2011, the above rates of pay designated as "B" shall apply (3%), except that:
    - a. Effective January of 2010 and January of 2011, if the increase in premium for Health Insurance exceeds 10%, then .1% of the salary increase would be reduced for every percent increase above 10%. For example, if the increase in 2010 were 12%, then the pay increase effective December 11, 2011, would be 2.8%. If the premium increase in January of 2010 is 14%, and the premium increase in January, 2011 is 11%, the total salary increase effective December 11, 2011, would be 2.5%. The increase in

health insurance shall be calculated by comparing the cost of a family plan from the lowest bidder among the health care providers offered in the Wisconsin Public Employer's Group Health Programs.

- b. In no case will the salary increase effective December 11, 2011, be less than 2.5%.
3. Beginning with the first pay period of 2002, in addition to all other compensation provided, all bargaining unit members shall receive \$6.00 per pay period.

## APPENDIX E FAMILY PARTNER

The procedures to designate a "family partner" for purposes of Bereavement and sick leave usage are as follows:

- A. Upon initial appointment to a permanent City position, unmarried employees will be offered an opportunity to designate a single "family partner" for purposes of bereavement and sick leave usage.
- B. The designation of a "family partner" shall be made on a form provided by the Human Resource Department (see second page of this Appendix) and such designation shall be accepted by the Human Resource Director.
- C. Current City employees in permanent positions who wish to designate a "family partner" must complete a designation form, submit it to the Human Resource Department, and have it accepted by the Human Resource Director prior to requesting or using bereavement or sick leave for that "family partner" or the "family partner's" children, stepchildren or grandchildren.
- D. One copy of the "family partner" designation form shall be returned to the employee and one copy placed in the employee's official personnel file.
- E. The Human Resource Director will accept an employee's "family partner" designation, provided the following conditions are met:
  1. Employees designating a "family partner" must be unmarried.
  2. Only one "family partner" designation may be on file for a given employee at any time.
  3. The person designated as the "family partner" must reside at the same address as the employee both at the time of designation and at the time sick leave or bereavement leave is requested for use in relationship to the family partner or that partner's children, stepchildren or grandchildren.
- F. Any questions concerning this procedure should be directed to the Human Resource Director.

APPENDIX F  
HAZARDOUS MATERIAL RESPONSE TEAM

- A. Team Composition: The Hazardous Materials Team shall consist of a maximum of sixty-nine (69) personnel, of which eighteen (18) shall be core personnel and fifty-one (51) shall be satellite personnel, equally divided among the three shifts.

The eighteen (18) core personnel shall consist of three (3) officers, six (6) apparatus engineers, and nine (9) firefighters. The three (3) core officers and nine (9) firefighters shall be assigned to the Hazmat core station. Three (3) of the six (6) apparatus engineers shall be assigned to the hazmat core station, with the other three (3) assigned to the station where the auxiliary Hazmat vehicle is housed.

The fifty-one (51) satellite personnel shall be assigned to stations other than the Hazmat core station.

- B. Selection of Team Personnel:

1. An initial committee shall be formed to select the three (3) officers and three (3) of the six (6) apparatus engineers who will be assigned to the Hazmat core station. This initial committee shall consist of two (2) labor representatives, two (2) management representatives, and one (1) person with a hazardous materials background not employed by the Department.
2. The three (3) officers selected by the initial committee along with one (1) labor representative and one (1) management representative shall comprise the team selection committee. This committee shall select the remaining sixty-three (63) team personnel from applicants within the Department.
3. Management retains all rights to select and assign personnel to the Hazardous Materials Team and Hazardous Materials Team stations or remove personnel from the Hazardous Materials Team and Hazardous Materials stations. Individuals will not be allowed to bid into core team positions and/or stations.

- C. Compensation: The eighteen (18) core Hazmat personnel shall be compensated at three percent (3%) premium above their base pay. They shall receive this premium for the duration of their assignment to the core team.

The fifty-one (51) satellite personnel shall be compensated at one and one-half percent (1-1/2%) above their base pay. They shall receive this premium for the duration of their assignment to the satellite team.

The duties and responsibilities of the Hazmat team members shall be as currently described in the Hazmat job descriptions.

- D. Training: The department shall conduct a minimum of twelve (12) Hazmat training sessions during the calendar year. Training sessions shall be conducted monthly, with each training session conducted three times, once on each shift (A, B, C) during the course of the regular work day. Each class shall be three (3) hours in duration. Hazmat personnel, as a condition of maintaining team membership, shall be required to attend

eight (8) of the twelve (12) training sessions (24 hours). This paragraph may be modified by mutual consent of the parties.

- E. City shall assure that appropriate food and shelter will be provided for Hazmat team members when they are sent out of the City on a Level A response.
- F. In the event the Department restructure or modifies the Hazardous Incident Team during the course of the contract, the number and compensation of designated team members may be modified by mutual consent.
- G. If the State of Wisconsin modifies funding the Regional HAZMAT Response Team, all of Appendix F shall cease to be in force until appropriate funding (if any) can be identified.

## APPENDIX G DRUG AND ALCOHOL TESTING PROGRAM

The City has the right to conduct drug/alcohol testing for all positions covered by this collective bargaining agreement for:

- Reasonable Suspicion
- Post Accident
- Return to Duty
- Follow-Up

The program will follow the language of City APM 2-23, except for random drug/alcohol testing. The City agrees to conduct substance abuse awareness training for members of Local 311. This agreement will be effective upon completion of said training.