

LABOR AGREEMENT
BETWEEN
THE CITY OF MIDDLETON
AND
FIRE FIGHTERS LOCAL 311

FOR THE PERIOD
JANUARY 1, 2010 TO DECEMBER 31, 2012

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CONTRACT

CITY OF MIDDLETON AND FIREFIGHTERS LOCAL 311

PREAMBLE

THIS AGREEMENT, made and entered into at Middleton, Wisconsin according to the provisions of Section 111.70, Wisconsin Statutes, by and between the City of Middleton, 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 City ordinances and resolutions wherein there is a conflict with this Agreement.
- D. 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 their 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 Middleton. 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.
- E. 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 within Middleton EMS and continuing to provide the high quality of service for which Middleton EMS is known and which citizens of the community expect. Furthermore, 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 1

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 Permanent Full-Time Paramedic and Permanent Part-Time Paramedic. Specifically excluded from the Bargaining Unit shall be the classifications of EMS Director, Assistant Director, EMS Billing Specialist and LTE Paramedic. The aforementioned job titles may be subject to change, but such changes shall not affect the composition of the Bargaining Unit.

ARTICLE 2

PROHIBITION OF STRIKE ACTIVITY

- 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.
- B. 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.
- C. 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.
- D. 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 3

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 4

DUES CHECKOFF AND 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 City Clerk's Office. Deductions shall be made from the employee's pay for each pay period in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement and other deductions.
- 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 the month in which such deductions were made. 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 month from the pay of employees within the Bargaining Unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the dues uniformly required of all members of the unit as certified by the Officers of the Union. Such deductions shall be made from the employee's pay, for the first pay period in each month in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement, and other deductions.
- D. In the event that an employee does 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.
- E. 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.
- F. The City shall be saved harmless in the event of any legal controversy with regard to the application of this Article.

ARTICLE 5

MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City and the EMS Director 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 direct and supervise the work of the employees of Middleton EMS.
- B. To hire, promote, assign, train or retrain employees in positions within Middleton EMS.
- C. To determine the size and composition of the work force and to transfer or layoff employees.
- D. To demote, suspend, discipline, discharge, or take other appropriate disciplinary action against employees for just cause.
- E. To plan, direct, and control operations.
- F. To determine the amount and quality of work needed, by whom it shall be performed and the location where such work shall be performed.
- G. To determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other employer.
- H. To introduce new or improved methods, equipment, or facilities, or to change existing service practices, methods, equipment, or facilities.
- I. To schedule the hours of work and assignment of duties.
- J. To employ temporary, casual, limited-term, or emergency employees. Such personnel shall not be covered by the terms of this Agreement.
- K. 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; or the purchase and utilization of equipment for the production of goods or the performance of services.
- L. 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.
- M. To establish and enforce reasonable work rules, personnel policies, and/or rules of conduct. Any dispute with respect to these work rules, personnel policies, and/or rules of conduct 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.
- N. To establish performance standards and evaluate employee performance.

- O. 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.
- P. It is understood by the parties that every incidental duty connected with operations enumerated in the full-time paramedic job description is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.

CONTRACTING AND SUBCONTRACTING

- Q. 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.

The exercise of the foregoing functions shall be limited only by the express provisions of this Agreement and the City has all of the rights which it has at law except those expressly bargained away in this Agreement. This Article shall be liberally construed.

ARTICLE 6

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 anti-discrimination laws. Any dispute related to this article shall be resolved through the resolution procedures provided in these laws.

ARTICLE 7

HOURS OF WORK

- A. Middleton EMS shall be divided into three platoons each of which shall be on duty alternately. The scheduled hours of duty for each permanent full-time employee of Middleton EMS shall be limited to an average of 56 hours per week, utilizing the existing rotational 24-hour shift schedule, or a mutually agreed upon and ratified modification of such schedule (referred to as the California Plan).

EXCHANGES

- B. 1. Employees of Middleton EMS shall be allowed to exchange tours of duty provided they give prior written notice on the appropriate Middleton EMS form. The written notice must be submitted to the EMS Director by the employee who is requesting the shift exchange. Responsibility for working the exchanged tour of duty shall be with the replacement employee who also signed the above referenced form. Such exchanges shall not increase or decrease the amount of

overtime pay that would otherwise be paid to each employee involved in the exchange under their respective rotational shift schedules.

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

ARTICLE 8

EXTRA HOURS

FIFTY-SIX HOUR AVERAGE WORK WEEK AND PAYMENT OF OVERTIME

- A. All authorized hours worked in excess of forty (40) hours per week shall be compensated at the rate of time and one-half (1 ½). Employees who work the 56 hour average work week will automatically receive overtime as a result of the rotational 24 hour shift schedule. The base salary indicated in Appendix C reflects the automatic payment of overtime for hours worked in excess of forty (40) hours per week.

SCHEDULING AND ALLOCATION OF EXCESS OVERTIME

- B. The EMS Director, or his/her authorized assistants, may prescribe excess overtime work to meet operational needs. In general, open work shifts that arise due to the use of Vacation leave, Sick leave, Compensatory time off, or work related injury shall be assigned in accordance with the following guidelines:
 - 1. Such excess overtime work for full time paramedics shall be compensated at the rate of time and one-half (1 ½).
 - 2. The EMS Director will maintain a list that ranks permanent full-time and permanent part-time paramedic staff employees based on seniority.
 - 3. Any open work shifts for which a properly completed PTO request has been submitted through the "EMS Manager" electronic scheduling software program and acknowledged by the EMS Director shall be preferentially offered with the first right of refusal to permanent full-time and permanent part-time paramedic staff employees, using the procedures outlined in the attached Memorandum of Understanding for Overtime Allocation Procedures.
 - 4. The EMS Director will maintain a summary report listing the dates and cumulative number of excess overtime hours worked by each permanent full-time, permanent part-time, and LTE paramedic staff employee.

EMERGENCY DUTY CALL-BACK

- C. Any employee who is called back for emergency duty, shall receive a minimum of three (3) hours compensation from the time of reporting to duty at the rate of time and one-half (1 ½). 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 ½) for actual time worked.

- D. Any employee held over at the end of his/her tour of duty shall be compensated at time and one-half (1 ½) in multiples of 15 minutes (.25 hours).

APPROVED OFF-DUTY TRAINING

- E.
 - 1. Middleton EMS shall conduct or make available training sessions during the course of the two-year state Paramedic re-licensure period. Paramedics, as a condition of maintaining licensure, shall be required to attend all of these training sessions, unless authorized by the EMS Director. Paramedics shall be compensated at time and one half (1 ½) for all approved re-training sessions attended while off-duty.
 - 2. Paramedics who are required to attend Advanced Cardiac Life Support (ACLS) or Pediatric Advanced Life Support (PALS) training while off-duty shall be compensated at time and one half (1 ½) for the actual duration of the renewal class, up to a total of eight (8) hours per class.

ARTICLE 9

GRIEVANCE, MEDIATION, 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 aggrieved party sufficient time during their normal work shift for the processing of his/her grievance.
- C. All written grievances shall contain the name of the grievant, a clear statement of the grievance, the issue involved, the date the incident took place, the remedy requested, the signature of the grievant, and the date of the written statement. In the event of a grievance, the employee shall perform his/her assigned work task and grieve the complaint later. Only one subject matter shall be covered in any one grievance.

GENERAL GRIEVANCES

- D. 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.
- 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 City Administrator or Personnel Committee.
- F. **STEP ONE:** The employee shall take the grievance up orally with the EMS Director within thirty (30) calendar days of the date that the grievant should have been aware of

the disputed action by the exercise of reasonable diligence, but in no event more than ninety (90) calendar days from the date of the occurrence, otherwise the right to file a grievance is forfeited and no grievance is deemed to exist. The EMS Director shall attempt to resolve the grievance and make a mutually satisfactory adjustment. In any event, the EMS Director shall be required to give an answer orally to the grievant within ten (10) days.

- G. STEP TWO: The grievance shall be considered settled in Step One unless, within ten (10) days after the EMS Director's oral answer is received, the grievance is reduced to writing and presented to the City Administrator with copies furnished to the EMS Director and the Personnel Committee. Within ten (10) days of receipt of the written grievance, the City Administrator, or his/her designee, shall furnish the employee with a written answer to the grievance, copies of which shall be forwarded to the designated Union Representative, the EMS Director, and the Personnel Committee.
- H. STEP THREE: The grievance shall be considered settled in Step Two unless within ten (10) days from the date of the City Administrator's written answer or last date due, the grievance is presented in writing to the Personnel Committee. The Personnel Committee shall respond to the grievance in writing within thirty (30) days.
- I. STEP FOUR: The City and/or Union may submit the grievance to a mediator and/or an arbitrator as hereinafter provided.

MEDIATION

- J. If the parties mutually agree to the use of mediation to resolve the grievance, a staff member of the Wisconsin Employment Relations Commission shall serve as a mediator.

ARBITRATION

- K. 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.
- L. No item or issue may be subject to arbitration, unless such arbitration is formally requested within thirty (30) days following the conclusion of Step Three 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.
- M. 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, and the employees involved.
- N. 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.
- O. 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.
- P. 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.
- Q. The arbitrator shall hold a hearing at Middleton, 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/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties and witnesses may be called. The arbitrator shall have initial authority to determine whether or not the dispute is 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.
- R. Proceedings shall be as provided in Arbitration Chapter 788, Wisconsin Statutes.

LIMITATIONS ON GRIEVANCE ARBITRATION

- S.
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 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 effective date of this Agreement, or following the termination of this Agreement.

- T. 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.
- U. It is stipulated 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.
- V. The City and the Union agree to use an expedited grievance procedure during the term of this agreement for mutually selected grievances.

ARTICLE 10

AUTHORIZED LEAVE

VACATION LEAVE ELIGIBILITY

- A. Employees shall be granted Vacation leave with pay subject to the following terms and conditions:
 - 1. During the initial six month probationary period, Vacation leave will accrue as described in Section D of Article 10, however, employees may not draw upon their accrued Vacation leave before completion of the probationary period. If an employee's service is terminated prior to the completion of the employee's initial six month probationary employment period, no accrued vacation benefit shall be due him/her.
 - 2. Employees may, with the written permission of the EMS Director, carry over any unused Vacation credit to the succeeding year, subject to the following conditions and restrictions:
 - a. With the recommendation of the EMS Director and the concurrence of the Personnel Officer.
 - b. When an employee is unable to take scheduled Vacation leave due to illness or injury.
 - c. The maximum amount of accrued Vacation cannot exceed 336 hours. Any additional Vacation hours that accrue after this maximum is reached shall be deemed to have been waived.
 - 3. Vacation leave shall be accrued on the basis of continuous service including periods of paid time off. Authorized leaves of absence without pay and periods of layoff shall not qualify as service time.

4. Eligible employees shall accrue a proportional part of Vacation at the completion of each month of service. Vacation hours will accrue at a rate specified in the table shown in Section D of Article 10.
5. Upon separation, non-probationary employees shall be paid for accrued, unused Vacation leave.
6. In the event of the death of an employee, any unused Vacation and Compensatory time off credits shall be added to the last payroll check due the employee. The above benefits shall be paid to the surviving spouse, estate, or other designated beneficiary.

OBSERVED HOLIDAYS

- B. The following days are established as observed holidays for permanent full-time employees of Middleton EMS:

New Year's Day (January 1)
 Memorial Day (May 31, 2010; May 30, 2011; May 28, 2012)
 Independence Day (July 4)
 Labor Day (September 6, 2010; September 5, 2011, September 3, 2012)
 Thanksgiving Day (November 25, 2010; November 24, 2011; November 22, 2012)
 Friday after Thanksgiving (November 26, 2010; November 25, 2011; November 23, 2012)
 Christmas Eve (December 24)
 Christmas (December 25)
 New Year's Eve (December 31)

Employees who are scheduled to work these holiday shifts will also be granted an equivalent number of hours of Compensatory time off with pay. For the period commencing January 1, 2010 and continuing through December 31, 2011, waiver of this benefit may be used by members of the Bargaining Unit as one of the options to achieve the 72 hour annual reduction of Compensatory Time accrual described in Article 11 of this Agreement.

In addition, whenever employees perform required duty on any of these nine (9) observed holidays, they shall be paid in addition to their normal rate of pay, holiday pay in an amount equivalent to one (1) times their base hourly rate for the number of holiday shift hours worked.

FLOATING HOLIDAYS

- C. After completion of the probationary period, each employee will also be allocated an additional three (3) 24-hour shifts of floating holiday time off with pay each year. These hours will be added to the accrued Compensatory time account balance of the employee on the second day of January each year. One of these floating holidays is designated to be in honor of Martin Luther King, Jr., but it is not required to be taken on the same day that the holiday is normally observed. For the period commencing January 1, 2010 and continuing through December 31, 2011, waiver of this benefit may be used by members of the Bargaining Unit as one of the options to achieve the 72 hour annual reduction of Compensatory Time accrual described in Article 11 of this Agreement.

VACATION HOUR ACCRUAL SCHEDULE

- D. Employees assigned to the 56 hour work schedule shall be subject to the following schedule which represents the annual number of Vacation hours accrued:

<u>Years of Service</u>	<u>Number of 24 Hour Shifts Off Per Year</u>
1 through 4	6 shifts (12 hours per month)
5 through 9	7 shifts (14 hours per month)
10 through 14	9 shifts (18 hours per month)
15 through 19	11 shifts (22 hours per month)
20 and over	12 shifts (24 hours per month)

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

BEREAVEMENT LEAVE

- E. 1. When there is a death in the immediate family of a 56 hour employee, said employee shall be granted bereavement leave as set forth in subparagraphs 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 EMS Director and shall be charged to the accrued Sick leave of the employee. Requests for additional time off shall be submitted in writing to the EMS Director.
- a. Employees shall be limited to a maximum of two (2) twenty-four hour shifts to be used as needed.
 - b. Employees who are listed as on Vacation beginning from the time of death and ending at 8:00 a.m. on the second calendar day following the funeral shall be allowed to substitute those shifts designated as Vacation with Bereavement leave. Substitution of Vacation shall be limited to a maximum of two (2) twenty-four hour shifts for 56 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. The 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, Husband, Wife, Son, Daughter, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother, Sister, Grandfather, Grandmother, Grandson, Granddaughter, Brother-in-law, Sister-in-law, Aunt, Uncle, foster children, or applicable Step Relatives.
3. When there is a death of an employee's friend or relative, other than an individual referenced in paragraph 2, the EMS Director, at his/her discretion, may authorize

such employee to be absent from work and such absence shall be charged to the accrued Vacation leave or Compensatory time of the employee.

4. 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 this Bargaining Unit as well. Such expansion shall become effective immediately.

SICK LEAVE

- F. 1. All employees of Middleton EMS 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 circumstances in which the employee is required to be present due to the illness or injury of any member of his/her family.
2. Sick leave shall be earned at the rate of 12 hours per month worked, but shall not exceed 144 hours earned in any calendar year. The total number of Sick leave hours accrued shall not be capped.
 - a. For purposes of recording Sick leave usage for employees assigned to the 56 hour average work week schedule, a day shall equal 24 hours.
 - b. Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of 7 working days, or any other unauthorized absence shall not constitute service time. Such absence shall act to reduce number of Sick leave hours that would have normally accrued during the period of absence.
3. During the first six months of employment, employees may draw in advance on accrued 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 probationary employment period.
4. Employees shall comply with the rules applicable to usage of Sick leave as set forth in Appendix A.
5. When an employee may otherwise qualify for use of Sick leave, the employee may elect to use the equivalent number of hours of accumulated Compensatory time or Vacation leave in lieu of Sick leave.
6. In the event of the death of an employee, any unused Sick leave credits will be placed in an escrow account and will be utilized to pay the full cost of group health care insurance, dental insurance, and/or Medicare supplement insurance premiums for his/her surviving spouse and/or dependents until such time that the employee's escrowed funds are exhausted. These escrowed funds shall be equal to the unused hours of Sick leave multiplied by the employee's hourly pay rate in effect at the time of the employee's death.

In addition, effective January 1, 2011 any employee who leaves employment voluntarily shall be entitled to receive fifty percent (50%) of his/her accumulated

unused sick leave hours. These hours shall be converted to funds which are equal to the number of such hours multiplied by the employee's hourly wage rate that is in effect at the time they leave employment. This amount will then, at the employee's option, be placed monthly into either the employee's VEBA account, or paid directly to the employee's health and/or dental insurance carrier in order to pay the full monthly cost of his/her health insurance and/or dental insurance premiums, until such time that the funds have been exhausted.

7. For the period commencing January 1, 2010 and continuing through December 31, 2012, each permanent full-time paramedic will accrue an additional six (6) hours per month of Sick leave to offset the seventy-two (72) hours of Compensatory Time benefits that have been waived under the terms described in Article 11 of this Agreement. During this same period, the annual accrual of sick leave hours shall not exceed 216 hours earned in each calendar year. This provision is intended as a temporary measure and will expire on December 31, 2012, after which all Sick leave will once again accrue at the previously established rates as outlined in paragraph F. 2 above.

MILITARY LEAVE

- G. 1. Employees who are duly enrolled members of any of the Reserve components of the Armed Forces of the United States or the National Guard shall be granted a leave of absence not to exceed two (2) calendar weeks in the calendar year for the purpose of attending duly ordered field camps, instruction, or schools.
2. Employees who are called to military duty by reason of civil disobedience, disorder or insurrection, shall be granted a leave of absence not to exceed two (2) calendar weeks.
3. Employees granted leave under paragraphs 1 and 2 of this section will be entitled to reimbursement from the City when their military salary is less than their regular salary in an amount equal to the difference in pay.
4. 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, salary advancement, or Vacation or Sick time accrual, the status of the employee shall be considered as though it was not interrupted by periods of military leave.

JURY SERVICE LEAVE

- H. 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. Employees who are called for jury duty should notify the EMS Director as soon as practicable after receipt of the initial notice of jury duty.
2. Employees granted leave under paragraph 1 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, salary advancement, or Vacation or Sick time accrual, the status of the employee shall be considered as though it was not interrupted by such jury service.
3. Employees are expected to report to work to complete the remainder of any scheduled shift immediately after being released from jury duty on that same day.

SUBPOENAED WITNESSES

- I. If an employee is subpoenaed to testify in a matter directly related to City employment, the employee shall be given reasonable time to do so without loss of pay. If the employee is subpoenaed to testify in a matter not directly related to City employment, the employee may elect to use the equivalent number of hours of accumulated Compensatory time or Vacation leave if needed, in order to maintain normal pay.

LEAVE OF ABSENCE WITHOUT PAY

- J.
 - 1. Employee representatives of the Bargaining Unit 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 representative of the Bargaining Unit permitted time off may use Vacation time, Compensatory time, or exchange shift hours with other employees while in attending such events if needed, in order to maintain normal pay.
 - 2. The EMS Director may in appropriate circumstances grant a leave of absence without pay limited to 3 working days. Requests for such leaves of absence without pay shall be made in writing and must be submitted a minimum of three (3) working days prior to the requested leave.
 - 3. Leaves of absence without pay in excess of 3 working days may be granted subject to the written approval of the EMS Director, City Administrator, and Personnel Committee.
 - 4. Employees on leaves of absence without pay in excess of thirty (30) calendar days may continue to participate in all group insurance programs by paying the applicable pro rated premiums to the City Treasurer.

FAMILY AND MEDICAL LEAVE ACT

- K. Eligible employees shall be granted leaves of absence pursuant to the Wisconsin Family and Medical 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.

MATERNITY LEAVE

- L. 1. Maternity leave up to ninety (90) days shall be granted to eligible employees who submit a written notice to the EMS Director at least thirty (30) days prior to the anticipated departure date. The EMS Director shall forward the notice to the Personnel Officer.
- 2. Up to an additional ninety (90) days can be approved by the Common Council upon recommendation of the Personnel Committee, but in no case shall the total period of leave exceed six (6) months.
- 3. All periods of leave related to maternity leave shall be leave of absence without pay. The employee may use any of his/her accrued Sick leave, Vacation leave, or Compensatory time. The employee is not required to exhaust all accrued leave, provided that the original written notice for leave requests that such leave time be reserved.

ARTICLE 11

PAY POLICY

SALARY SCHEDULE

- A. 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 C.

PAY PERIOD

- B. Employees shall be paid once every 14 days, in unison with the standard bi-weekly pay date established for all other City employees.

LONGEVITY PLAN

- C. All permanent employees shall receive longevity pay based on continuous years of service measured each year as of December 1, calculated to the nearest dollar and subject to the following schedule, terms, and conditions:
 - 1. Schedule 1:
 - a. 1% of base pay after three (3) years of continuous employment.
 - b. An additional 1% (total of 2%) of base pay after seven (7) years of continuous employment.

- c. An additional 1% (total of 3%) of base pay after eleven (11) years of continuous employment.
 - d. An additional 1% (total of 4%) of base pay after fifteen (15) years of continuous employment.
 - e. An additional 1% (total of 5%) of base pay after nineteen (19) years of continuous employment.
 - f. An additional 1% (total of 6%) of base pay after twenty three (23) years of continuous employment.
2. Longevity payments shall be effective and paid annually by a separate payroll check on the pay period closest to the first day of December. Employees who retire and are eligible to receive benefits under the Wisconsin Retirement System shall receive longevity payment on a pro-rata basis at the time of retirement.
 3. For purposes of longevity pay, authorized leaves of absence without pay in excess of 7 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 this Article.

PAY AFTER RETIREMENT

- D. 1. Employees who retire or who are disabled and are eligible to receive Social Security benefits, Wisconsin Retirement Fund annuity payments, or other public employment fund annuities, shall receive the equivalent value of their accumulated Sick leave credits. These funds, which are equal to the unused hours of Sick leave multiplied by the employee's hourly pay rate 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, will be placed in an escrow account and will be utilized to pay the full monthly cost of his/her group health care insurance, dental insurance, Medicare supplement insurance, and/or group life insurance premiums until such time that the employee's escrowed funds are exhausted. The employee may alternatively choose to have the employer make monthly contributions to their VEBA account in lieu of the escrow account.
2. Retired Employees who are subpoenaed by the City of Middleton 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 ½) 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.

EXTRA HOURS COMPENSATION

- E. 1. All employees of Middleton EMS shall be compensated at the rate of time and one-half (1 ½) the employee's regular rate of pay for all extra hours worked.

Such payment shall be made in cash, or at the employee's option 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 EMS Director. Compensatory time shall be taken at a time mutually agreed upon between the employee and the EMS Director. Unused Compensatory time may accumulate throughout the year and may be converted to pay at any time; however, unused accumulated Compensatory time in excess of 24 hours shall automatically be paid out in cash on 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 seventy-two (72) hours. In the event an employee chooses to carry accrued Compensatory time hours into the next calendar year, said employee shall file written notice of their intent with the EMS Director prior to the beginning of the last pay period of the current calendar year.
3. For the period commencing January 1, 2010 and continuing through December 31, 2011, each permanent full-time paramedic agrees to waive annually a total of seventy-two (72) hours of Compensatory Time benefits that would otherwise accrue as Floating Holidays or for working duty shifts on any of the Observed Holidays, as described in Article 10 of this Agreement. This provision is intended as a temporary cost reduction measure in exchange for maintaining the previous level of employee contribution toward the cost of health insurance premiums as outlined in Article 21 of this Agreement. Each permanent full-time paramedic must indicate in writing to the EMS Director by January 2nd of each year their individual preference for complying with this requirement (i.e. – a reduction of Floating Holiday Compensatory Time, Holiday shift worked Compensatory Time, or a combination thereof). This waiver shall expire on January 1, 2012 after which all Compensatory Time will again accrue at the previously established rates.

STANDBY PAY

- F. A 56 hour employee assigned by the City to be on standby duty during hours outside the employee's general work schedule shall be compensated at the rate of one dollar (\$1.00) per hour of assigned standby duty. An employee who is on standby duty shall be immediately accessible by telephone and/or by portable radio or by pager as determined by the City. An employee who cannot be immediately contacted while on standby duty or who does not report to the work site within a reasonable period of time after receiving notice shall not be eligible for standby pay for that day. Standby duty shall not be counted as hours worked. An employee called in for overtime work from standby duty shall be compensated for such time actually worked pursuant to applicable contract provisions and for such period of time worked, he/she shall not receive standby pay. Employees not assigned to standby duty shall be subject to emergency call back provisions pursuant to Section C of Article 8 or applicable contract provisions.

SPECIAL DUTY PAY

- G. This section is in effect only when the City of Madison or the City of Middleton has a contract with a special events provider. The "Special Duty" hourly wage rate for 2010 will be established and/or determined at the time the contract with the provider goes into

effect. Thereafter, the President of the Union shall recommend to the Middleton EMS Director at the beginning of each year the hourly rate of pay for "Special Duty" arranged through the Madison Fire Department or Middleton EMS. The rate of pay shall be subject to the approval of the Middleton EMS Director.

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 applied to the "Special Duty" hours worked. In addition to the base hourly wages for the paramedics assigned to the "Special Duty" event, the City shall receive an administrative fee of three percent (3%) from the special event provider in consideration of the time and resources utilized in processing the "Special Duty" payroll.
 - b. All such duty shall be strictly voluntary.
 - c. The City shall continue to encourage the use of City paramedics to provide services in conjunction with any event requiring a permit.
2. Paramedics working "Special Duty" events pursuant to this section, which because of their complexity require significant planning and/or supervision by Madison Fire Department or Middleton EMS, shall be subject to the regular contractual rates.
3. When Paramedics are working at the "Special Duty" pay rate, no other Paramedics who are working at regular contractual rates may be assigned to that same "Special Duty" event employment. This would not apply to unanticipated emergencies requiring the short-term response of other on-duty Paramedics and/or supervisors or to incidental work of personnel assigned to the area.
4. Except as in paragraph 3 above, if the Madison Fire Department or Middleton EMS assumes immediate direction and control of Paramedics engaged in "Special Duty", regular contractual hourly rates will apply to the work of such Paramedics, following assumption of direction and control by the Madison Fire Department or Middleton EMS.
5. Paramedics who are required to work beyond the hours set forth by the "Special Duty" employer, as a result of fire department or EMS action taken during those hours will be compensated at the applicable hourly rate as specified in this contract if the work is authorized by the Madison Fire Department or Middleton EMS.
6. Paramedics working "Special Duty" events will be governed by all work rules, personnel policies, and/or rules of conduct, orders, policies and procedures of the Madison Fire Department or Middleton EMS.

COMPENSATION FOR SUPERVISORY POSITIONS FILLED IN A TEMPORARY OR ACTING CAPACITY

- H. Any permanent full-time or permanent part-time employee of Middleton EMS may be assigned to fill temporarily, on an acting basis, the classification of EMS Director. Any employee, who fulfills this role on a standby basis, during hours outside of the employee's regular rotational work schedule, shall be entitled to additional compensation under the following guidelines:
1. Designation of this temporary assignment will be made at the discretion of the EMS Director or the City Administrator for a specified finite number of days.
 2. The purpose of this provision is to provide for decision making authority when the EMS Director is expected to be unavailable or is otherwise incapable of performing his/her duties for an extended time period.
 3. The acting EMS Director shall be compensated a flat per diem premium pay for each 24 hour period, or fraction thereof, for which he/she serves in such a standby capacity, in accordance with the following schedule:
 - a. After January 1, 2010: \$90 per 24 hour standby period
 4. The designated acting EMS Director shall be immediately accessible by telephone and/or by portable radio or by pager while serving in this capacity. If the acting EMS Director cannot be contacted, or does not report for duty within a reasonable period of time after receiving notice that his/her services are needed, he/she shall not be eligible for premium pay for that day. Such standby duty shall not be counted as hours worked. However, if the acting EMS Director is called in to work from standby status, he/she shall be compensated at his/her normal overtime rates for such time actually worked, pursuant to applicable contract provisions.

ARTICLE 12

UNION ACTIVITY

- A. Union meetings shall not be held during City work time or 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 Middleton EMS.
- C. The Union shall advise the City, in writing, of its negotiators and chosen representatives of the Bargaining Unit. These two (2) representatives shall be allowed to conduct 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 City Administrator, Personnel Committee, and EMS Director, sufficiently in advance of regularly scheduled meetings, so as to permit the scheduling of operations within Middleton EMS. The provisions of this section shall be limited to conferences or negotiations held with respect to wages, hours, and conditions of employment. The City Personnel Officer shall interpret and administer the provisions of this paragraph.

- D. The City shall provide space on a bulletin board at all stations and permit the use of same for Union announcements. A reasonable amount of time will be allowed members of the Union to post Union notices and to make necessary telephone calls. A reasonable amount of time as determined by the EMS Director will be allowed members on duty to vote in Union elections and referendums, but on-duty personnel shall not be allowed to leave their assigned duty station for this purpose.

The bulletin board will be subject to the following provisions. All notices shall be posted by an officer or member of the Union 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 (including those issued by the International Union or other related labor organizations with which the Union is affiliated).
8. Judicial and quasi-judicial decisions (e.g. – information affecting any members of the Bargaining Unit such as the results of fact-finding, grievances, etc.).
9. Any material authorized by the EMS Director or his/her designated representative and an officer of the Union.

Notices and announcements shall not contain anything political or controversial, or anything reflecting negatively upon the City, any of its employees or officers, or any labor organization among its employees. No material, notices, or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by the EMS Director.

- E. The Union shall have the right to use the City's mail systems, both inter-departmental and electronic, subject to any restrictions contained in the City's internal policies for use of the same, and the Union shall be allowed a Local 311 mailbox at the EMS station for the purpose of communication with the employees regarding Union business and related activities.

ARTICLE 13

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. If the official polling place for the employee is located outside of the Middleton EMS primary geographical response district, the employee is required to make prior arrangements with the EMS Director for replacement coverage.
- B. Employees shall observe strictly all rules of the City of Middleton relating to political activity insofar as they are applicable only to hours spent on duty.

ARTICLE 14

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 one-hundred percent (100%) of the same rate on the same basis as he/she was prior to such injury, provided that no employee shall receive less than the same net regular rate of pay as he/she was paid prior to such injury. Said pay shall include his/her Worker's Compensation benefit and shall continue for a period not to exceed sixty-one (61) working days or twenty-six (26) working weeks and during such period the employee is receiving pay under the provisions of this paragraph, said employee shall continue to accrue Sick leave and Vacation leave in accordance with the provisions of this Contract. No employee by reason of this paragraph shall receive pay for more than fifty-two (52) weeks in any calendar year. Payment provided herein shall include the first three (3) days said employee is absent from work if the period of disability exceeds seven (7) days.

ARTICLE 15

INSURANCE AND RETIREMENT PLANS

Probationary employees shall be entitled to all insurance benefits as provided by the City after one (1) full month of employment.

LIFE INSURANCE PLAN

- A. 1. The City agrees to provide a Life Insurance benefit for all permanent full-time employees of Middleton EMS, equal to one (1) times the employee's annual salary for the previous year, rounded up to the nearest \$1,000, and in addition to Worker's Compensation benefits. The City shall pay individual employee premiums required for the purposes of such insurance.
- 2. Additional coverage of up to four times the employee's annual salary for the previous calendar year, rounded up to the nearest \$1,000, shall be made available at the employee's own expense, and the City shall allow such additional premiums to be paid through payroll deduction.
- 3. Payment of this benefit shall be made in case of death. No benefits under this provision shall be applicable to any employee beyond retirement age.

RETIREMENT PLAN

- B. The City shall pay the full cost of the Wisconsin Retirement Fund contributions (Wisconsin Statute Chapter 40) for all permanent full-time paramedics and such contributions shall be made under the "Protective Occupation Under Social Security" category. 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.

DENTAL INSURANCE PLAN

- C. The City will pay 100% of the monthly premium for Dental Insurance as charged by the provider chosen by the City. There will be no employee contribution towards the premium. The City will make no representation as to benefits provided. 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.

INCOME PROTECTION (DISABILITY INSURANCE) PLAN

- D. The City agrees to make available an Income Continuation Insurance benefit through the State of Wisconsin Public Employer's Group for all permanent full-time and permanent part-time employees of Middleton EMS. Payment of this benefit shall be made in case of 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. The City will pay such individual employee premiums required for coverage benefits equal to a one hundred eighty (180) day waiting period. Employees may elect to purchase at their own expense additional coverage to decrease the waiting period in thirty (30) day increments, and the City will allow such additional premiums to be paid through payroll deduction.

DEFERRED COMPENSATION PROGRAM

- E. Employees shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. In addition to the plan(s) already offered by the City, the City shall make available the Professional Firefighter, Police Officer & Public Employee (PFPOPE) Tax Deferred Retirement Plan. Members will be entitled to transfer their 457 plan assets to the plan of choice upon approval of the Local 311 Deferred Compensation Committee.

ARTICLE 16

UNIFORM PROVISIONS

- A. Upon initial hiring, and subject to the policies of Middleton EMS, the City of Middleton shall provide the original complete uniform package for all permanent full-time and permanent part-time employees of Middleton EMS that are required to wear a uniform. Such uniforms shall remain property of the City and shall be returned to the City upon termination of employment. The initial uniform package shall consist of the clothing and accessories that are included under the current Uniform Policy:

Thereafter, the City of Middleton shall replace annually the uniforms of any permanent full-time or permanent part-time employee required to wear a uniform, as may be deemed necessary by the EMS Director.

- B. The City of Middleton shall also provide protective gear and clothing, appropriately fit, for all permanent full-time and permanent part-time employees. The City will first attempt to fund the purchase of this protective gear and equipment through the U.S. Department of Homeland Security Assistance to Firefighters Grant (AFG) program by submitting the appropriate grant request in April, 2007. If the City is not awarded this grant, the

purchase of this equipment will be funded by the City within the 2008 budget year, and as needed for each permanent full-time and permanent part-time employee that may be hired after the initial 2008 purchase.

- C. The City of Middleton shall also replace any uniform articles damaged in the performance of emergency duties.
- D. Short pants shall be considered as permissible uniform attire. The style of short pants worn shall be consistent with that specified under the current Uniform Policy. If an employee chooses to wear short pants while performing patient care or any other potentially hazardous duties that may be required in the course of operations at any incident, full protective gear in the form of bunker style pants must also be worn to minimize the risk of injury and/or exposure to blood and other body fluids.

ARTICLE 17

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 18

SAVINGS AND SEVERABILITY 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 19

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 20

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 or name pins if they are lost or damaged while on duty, unless negligence is shown.

ARTICLE 21

HEALTH INSURANCE

- A For the calendar years 2010 through 2012, the City agrees to contribute toward the monthly premium for family coverage or toward the monthly premium for single coverage for each permanent full-time employee, a dollar amount equal to 95% of the corresponding premium rates of the lowest bidder among health care providers offered in the Wisconsin Public Employer's Group Health Insurance programs included in the Dane County service area. Alternative and/or additional health care providers may be offered only if the two parties agree.
- B In addition to the terms outlined in paragraph A above, the City shall establish an individual VEBA Trust Account for each permanent full-time employee, and shall contribute to that account a dollar amount equal to one-third (1/3) of the difference between the monthly health insurance premium paid by the City and the amount that would be equivalent to 105% of the corresponding premium rates of the lowest bidder among health care providers offered in the Wisconsin Public Employer's Group Health Insurance programs included in the Dane County service area.
- C Pursuant to previous policies established by the City, the sharing of health insurance premium costs between the City and each permanent part-time paramedic employee will be prorated, based upon the percentage of hours the permanent part-time employee is normally authorized to work as compared to the scheduled hours normally worked by a permanent full-time employee in the same position.

- D. 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.
- E. The City shall continue health insurance premium contributions during periods of disability leave of absence with pay, not to exceed six (6) months. This provision is 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 per the provisions outlined in Article 11, paragraph D. In addition, the City will make the escrowed funds from unused Sick leave credits available to the retired employee for the purpose of paying monthly premiums for Medicare Supplement Insurance coverage that is independently available to those employees qualified for Medicare; however, premiums for said insurance must be paid by the retiree. If a retired employee discontinues participation in the City's health insurance program and at a later date wishes to re-enroll, he/she may do so if such action is acceptable to the health insurance carrier/provider.
- G. Effective January 1, 2004, employees who have spouses, who are also employed by the City, shall not be allowed to maintain two separate family coverage health insurance plans.

ARTICLE 22

WORK RULES

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

ARTICLE 23

UNION REPRESENTATION

- A. All Bargaining Unit members retain the right of Union representation on any matters regarding disciplinary action.
- B. When any new work rules, personnel policies, and/or rules are issued to the employees of Middleton EMS, a copy shall be submitted to the Union Office via the Local 311 mailbox at the Middleton EMS Station.

ARTICLE 24

CAR ALLOWANCE

Employees of Middleton EMS who are required to use their personal automobile in the performance of his/her duties for the City shall be reimbursed at the prevailing per mile allowance established by the Internal Revenue Service, or the current reimbursement rate adopted by the Common Council, which ever is greater.

ARTICLE 25

COMMON MESS

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

ARTICLE 26

RESIDENCY REQUIREMENT

Employees of Middleton EMS shall not be required to live within the City limits as a condition of employment. However, it is the policy of the City of Middleton to encourage all employees to be residents of the City of Middleton.

ARTICLE 27

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, 2012, unless expressly provided otherwise.
- B. On or before June 30, 2012, 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 City'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 28

DUTIES

- A. The Union agrees that the City may assign employees 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 Middleton EMS to be the saving and protection of life and property; therefore, the primary related duties shall include, but not be limited to, rescue work, emergency medical care, care and maintenance of equipment and apparatus, the cleaning and maintenance of the station and crew quarters, as well as computer data entry and related documentation as embodied in the job description for Middleton EMS paramedics.
- 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 Middleton EMS or the primary related duties ascribed thereto in paragraph A, 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 Middleton EMS or the primary related duties ascribed thereto in paragraph A, the Union retains the right to negotiate on remuneration and conditions of employment 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 29

DRUG AND ALCOHOL TESTING PROGRAM

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

ARTICLE 30

PROBATIONARY STATUS

- A. All new employees of the City shall serve a probationary period for the first six (6) months of continuous employment. The EMS Director will evaluate the probationary employee's work performance, in writing, using the standards established for the position and the department. This will be accomplished at least once during and/or at the end of the probationary period. The EMS Director shall have the discretionary authority to extend the probationary period up to an additional six (6) months when circumstances justify such an extension.
- B. In the event an employee is dismissed during his/her probationary period, there shall be no right to appeal the dismissal.

ARTICLE 31

SENIORITY

- A. Upon successful completion of the probationary period, employees shall be granted seniority rights from their date of original hire.
- B. Seniority ranking shall be considered terminated in the event of discharge, voluntary resignation, failure to return to work upon the expiration of a leave of absence, or failure to respond to a recall from layoff within seven (7) days after a written recall notice has been sent via certified mail to the last address appearing on the employee's personnel records.
- C. In the event that a reduction in staff occurs, employees with the least seniority shall be laid off first. When recalling laid off employees, those employees with the greatest seniority shall be called back first.
- D. 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 32

OFF DUTY EMPLOYMENT

Employees are prohibited from performing firefighting or emergency medical services for municipalities other than the City of Middleton or any other private entities operating a paid, part paid, paid on call, or volunteer fire department or EMS service, unless the full-time employees of that municipality or private entity operating a paid, part paid, paid on call fire department or EMS service is also represented by any local of the International Association of Firefighters.

ARTICLE 33

DAILY STAFFING

- A. The City shall guarantee a minimum paramedic staffing level of four (4) paramedics per day (24 hours) in order to maintain two Advanced Life Support (ALS) ambulance crews on duty at all times.
- B. The City of Middleton Emergency Medical Services shall be the sole provider of pre-hospital emergency medical care within geographical service area. All emergency medical care shall be exclusively provided by full-time, part-time, and limited term employees of the City of Middleton. All such employees rendering emergency medical care shall be licensed by the State of Wisconsin at the Emergency Medical Technician - Paramedic (EMT-P) level.
- C. In consideration of the Compensatory Time benefit waiver described in Article 11 of this Agreement, the City promises to not layoff any members of the Bargaining Unit for the duration of this Agreement (January 1, 2010 through December 31, 2012).
- D. In the event there are unforeseen circumstances that would necessitate a change in the current staffing levels, the City shall give notice to the Union to meet and appraise the

circumstances and work collaboratively to mitigate any impact to the current staffing levels.

- E. In the event that no solutions are identified or agreed upon mutually, the City shall exercise their management right to provide the appropriate level of service to the community given the circumstances.

ARTICLE 34

TEMPORARY RESTRICTED DUTY ASSIGNMENT

The City shall implement a Temporary Restricted Duty program. Such program will be designed to provide limited duty work assignments to employees with on-duty and off-duty injuries and illnesses if meaningful work assignments are available. Days of work and hours of assignment will be determined by the needs of Middleton EMS and the EMS Director. If work assignments cannot be identified, the employee will be dismissed for the day and pay will revert to the form of compensation being received by the employee prior to the restricted duty assignment.

- A. To qualify for an initial Temporary Restricted Duty assignment, the employee must be released by their attending physician to perform limited duty. Such release must specify in writing any restrictions or limitations that apply to the affected employee. A written release from the physician must be presented to the EMS Director before any work assignment will be made.
- B. In addition to the physician's release statement, employees with off-duty injuries or illnesses must also have documentation that the employee's medical condition will likely cause the employee to miss two or more weeks of work. Employees with off-duty injuries or illnesses that are expected to return to duty within two weeks or less will be required to use other available compensation alternatives (Vacation leave, Sick leave, Compensatory time off).
- C. Employees with on-duty injuries will be assigned at the discretion of the EMS Director beginning on the date of release for limited duty.
- D. Participation in this Temporary Restricted Duty program is optional for employees with off-duty illnesses or injuries and may be waived if the employee prefers other methods of compensation coverage.
- E. Participation in this Temporary Restricted Duty program is mandatory for employees with on-duty illnesses or injuries if the employee's physician has released him/her for limited duty and limited duty work assignments are available.
- F. For the purposes of this program, "Temporary" shall be defined as one year or less. Additionally, no employee may use more than one year of Temporary Restricted Duty assignment within a three (3) year period.
- G. Employees with off-duty injuries or illnesses may, at the City's discretion, be sent to a physician designated by the City for re-evaluation. In the event of a dispute, the evaluation of a third physician agreed upon by the parties shall be the binding decision maker. The cost of the third physician evaluation will be split between the City and the

employee. On-duty injuries and illnesses will continue to be reevaluated by the City's designated Worker's Compensation insurance carrier.

- H. This program is not intended to, nor shall it be construed as expanding any accommodation obligations under applicable disability laws.

ARTICLE 35

“ME TOO” CLAUSE

Subsequent to the ratification of this Agreement, if another collective bargaining unit within the City of Middleton receives an increase or enhancement in wages and/or benefits that is higher than the terms included in this Agreement, such increases or enhancement shall also be granted to the members of this Bargaining Unit. Such changes will become effective retroactively in concert with the corresponding period in the other bargaining unit's contract.

SIGNATURE PAGE

IN WITNESS WHEREFORE, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THIS 17th DAY OF FEBRUARY, 2010.

CITY OF MIDDLETON

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 311**

MAYOR

PRESIDENT

CITY CLERK

BARGAINING COMMITTEE MEMBER

CITY ADMINISTRATOR

BARGAINING COMMITTEE MEMBER

EMS DIRECTOR

BARGAINING COMMITTEE MEMBER

APPENDIX A

ABSENCE FROM DUTY POLICY

Employees shall be expected to report to work during inclement weather, disasters, and other adverse conditions and should exhaust every effort to report to work at the appropriate time. Sick leave, Vacation leave, Compensatory time off, and emergency leave will be allowed in the manner prescribed by state law or the work rules of Middleton EMS.

Definitions Related to Employee Absences from Duty:

1. Sick leave shall include absence from duty because of illness, including but not limited to pregnancy and for visits to the doctor, dentist, or other recognized health care or examinations; bodily injury when not a Worker's Compensation case; exposure to contagious disease; and circumstances in which the employee is required to be present due to the illness or injury of any member of his/her family.
2. For those employees assigned to the fifty-six (56) hour duty schedule, "three or more consecutive work days" shall be defined as three (3) consecutive twenty-four (24) hour periods of duty.

Notification Procedure:

All employees of Middleton EMS, who due to illness, injury or other valid reasons are unable to report for duty on their regularly assigned shift, must first notify the EMS Director of their inability to report because of personal illness, injury, or family illness or injury. Any other reasons shall require the approval of the EMS Director. The reporting of absences from duty is to be done personally by the paramedic concerned if possible, and it shall be done as early as practicable, but no later than two hours prior to the start of the scheduled shift, unless extenuating circumstances develop after that time frame which will necessitate their absence.

If the EMS Director cannot be reached, the most senior paramedic on duty at the Middleton EMS station should be immediately notified of the absence.

Sick Leave Abuse and Verification of Eligibility for Sick Leave:

Employees who abuse Sick leave may be subject to disciplinary action. Specifically, whenever an employee establishes a pattern of use of Sick leave which may be considered abusive, the EMS Director shall counsel the employee about his/her use of Sick leave and the City's expectation about attendance. When the circumstances surrounding the absence raise a question as to the validity of the absence, the EMS Director may require a physician's certificate explaining the nature of the illness and the necessity of the employee being absent from work. In all cases where the absence continues for more than three (3) consecutive work days and where no physician's certificate has been obtained, the EMS Director shall require such a certificate before payment is authorized for Sick leave beyond the third day. Employees are required to keep the EMS Director informed of their condition and anticipated return to work date. In cases where the absence continues for more than thirty consecutive calendar days and for each subsequent thirty consecutive calendar days of absence, the EMS Director shall

be furnished with a physician's certificate and file it with the City Personnel Officer 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 City Personnel Officer may advise the EMS Director in writing to this effect.

When the City requires medical reports, the City shall be liable for the payment of any fees necessary to obtain said reports.

APPENDIX B

PERMANENT FULL-TIME PARAMEDIC WORK SCHEDULES

Average 56 Hour Work Week - 24 Hour Work Day

During the term of employment, each permanent full-time employee will be assigned to one of three platoons (each platoon is designated as either AA@, AB@, or AC@). Each platoon will have four permanent full-time paramedics assigned to it. In order to achieve a systematic, predictable, and equalized method for scheduling personnel, duty scheduling will follow the California style 24-hour shift rotation. Under this system, each platoon will be responsible for staffing the ambulance crew on their platoon=s duty days in accordance with the fixed rotational duty schedule of “one on, one off, one on, one off, one on, and four off”.

1. In each consecutive nine week period under the rotational schedule, there will be six weeks in which the permanent full-time employee will work 48 hours, and three weeks in which 72 hours will be worked, which results in each permanent full-time employee working an **average** of 56 hours per week. All scheduled work time, including sleep time is compensated at the established hourly rate. Overtime rate (time and 2) is paid for all hours worked in excess of 40 per week, which means that the above rotational schedule has automatic overtime built into it. In accordance with this rotational schedule, the average number of scheduled hours per year for each permanent full-time employee is 2,912.
2. Shift changes will occur at 08:00 on each work day.
3. For purposes of overtime calculation, each seven day work week starts at 8:00 a.m. on Saturday and ends at 07:59 a.m. the following Saturday.

APPENDIX C

HOURLY, BIWEEKLY, AND ANNUAL BASE RATE SALARY SCHEDULE

The following positions in the Bargaining Unit represented by Firefighters Local 311 shall be compensated in accordance with the following base salary schedule. Employees will advance to the next salary range after reaching the corresponding length of service since their original date of hire. Hourly rate increases will become effective on the employee's anniversary date.

Probationary Paramedic (Permanent Full-Time)

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
1	A (2010)	\$12.88	\$1,648.64	\$42,864.64
	B (2011)	\$12.88	\$1,648.64	\$42,864.64
	C (2012)	\$13.33	\$1,706.24	\$44,362.24

Permanent Paramedic (Permanent Full-Time) - After 6 months of service

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
2	A (2010)	\$13.53	\$1,731.84	\$45,027.84
	B (2011)	\$13.53	\$1,731.84	\$45,027.84
	C (2012)	\$14.00	\$1,792.00	\$46,592.00

Permanent Paramedic (Permanent Full-Time) - After 12 months of service

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
3	A (2010)	\$13.94	\$1,784.32	\$46,392.32
	B (2011)	\$13.94	\$1,784.32	\$46,392.32
	C (2012)	\$14.43	\$1,847.04	\$48,023.04

Permanent Paramedic (Permanent Full-Time) - After 24 months of service

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
4	A (2010)	\$14.36	\$1,838.08	\$47,790.08
	B (2011)	\$14.65	\$1,875.20	\$48,755.20
	C (2012)	\$15.16	\$1,940.48	\$50,452.48

Permanent Paramedic (Permanent Full-Time) - After 36 months of service

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
5	A (2010)	\$14.79	\$1,893.12	\$49,221.12
	B (2011)	\$14.79	\$1,893.12	\$49,221.12
	C (2012)	\$15.31	\$1,959.68	\$50,951.68

Permanent Paramedic (Permanent Full-Time) - After 48 months of service

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
6	A (2010)	\$16.33	\$2,090.24	\$54,346.24
	B (2011)	\$16.33	\$2,090.24	\$54,346.24
	C (2012)	\$16.90	\$2,163.20	\$56,243.20

Permanent Paramedic (Permanent Full-Time) - After 84 months of service

SALARY RANGE	PERIOD	HOURLY BASE RATE	BI-WEEKLY AVERAGE	ANNUAL BASE SALARY
7	A (2010)	\$16.73	\$2,141.44	\$55,677.44
	B (2011)	\$16.73	\$2,141.44	\$55,677.44
	C (2012)	\$17.32	\$2,216.39	\$57,626.15

1. a. Effective the first pay period including January 1, 2010, the above rates of pay designated as "A" shall apply (general increase of 0.0%)
- b. Effective the first pay period including January 1, 2011, the above rates of pay designated as "B" shall apply (general increase of 0.0 %, except Salary Range 4 which includes a general increase of 2.0%)

- c. Effective the first pay period including January 1, 2012, the above rates of pay designated as "C" shall apply (general increase of 3.5%)

APPENDIX D

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:

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

The City agrees to conduct substance abuse awareness training for members of Local 311 when requested.

MEMORANDUM OF UNDERSTANDING

OVERTIME ALLOCATION PROCEDURES

1. The EMS Director will maintain a list that ranks permanent full-time and permanent part-time paramedic staff employees based on seniority. A record will also be maintained which tracks the cumulative total of overtime hours that have been assigned to each paramedic employee.
2. Any open work shift for which a properly completed PTO request has been submitted through the "EMS Manager" electronic scheduling software program and acknowledged by the EMS Director, shall be preferentially offered with the "first right of refusal" to permanent full-time and permanent part-time paramedic staff employees, using the procedures outlined below.
3. Open shifts for which permanent full-time and permanent part-time paramedic staff employees are eligible to fill under the "first right of refusal" provision will be electronically transmitted by the EMS Director to **ALL** paramedic staff employees immediately after receipt (generally within 24 hours) and subsequent approval of the PTO request, utilizing the "EMS Manager" scheduling software program. After such open shifts have been transmitted, **ALL** paramedics are permitted to sign up for any open shift, but actual shift assignments will be made by the EMS Director in accordance with the guidelines listed below.
4. It is intended that such open hours shall be filled as soon as possible after the hours are posted on "EMS Manager" and all permanent full-time and permanent part-time paramedic staff employees have had a sufficient opportunity to submit a sign-up request through the "EMS Manager" scheduling software program. Permanent full-time and permanent part-time paramedic staff employees will only achieve preferential assignment of hours if they submit their availability within the sign-up deadlines stated below.
5. Over the course of the year, efforts will be made to equalize overtime assignments among all permanent full-time and permanent part-time employees. This will be accomplished by rotating each subsequent assignment of overtime to the paramedic who has historically been allocated fewer overtime hours relative to other paramedics who have previously been assigned overtime shifts. Such scheduling decisions and overtime assignments will be made at the sole discretion of the EMS Director. It is recognized that personnel who do not routinely make themselves available for open hours will likely be assigned a proportionately fewer number of overtime hours.

STEPS TO BE FOLLOWED WHEN FILLING OPEN SHIFTS THIRTY (30) DAYS OR MORE IN ADVANCE OF THE SCHEDULE DATE

6. After an open shift is posted through the "EMS Manager" scheduling software, each eligible permanent full-time and permanent part-time paramedic employee is required to indicate electronically through the scheduling software program his/her desire to accept (sign-up for) the open shift **no later than ten (10) days after the shift opening has been electronically transmitted**. After this deadline has passed, the shift will then be assigned by the EMS Director within five (5) scheduled working days to one or more of

the permanent full-time and permanent part-time paramedics who have indicated a desire to work the shift. When pertinent, priority will be given to paramedics who are available to work either the entire open shift, or a 12 hour increment of the shift.

- a) An open shift will be assigned first to those permanent full-time or permanent part-time paramedic(s) who have indicated a desire to work the open shift and for whom the shift **would not** result in a 72 hour tour of duty.
- b) If no paramedics from paragraph 6(a) have indicated a desire to work the unfilled shift, it may then be assigned to the remaining permanent full-time or permanent part-time paramedics who have indicated their desire to work the open shift and for whom the shift **would** result in a 72 hour tour of duty.
- c) If all of the eligible permanent full-time and permanent part-time paramedic staff employees fail to indicate electronically through the “EMS Manager” scheduling software program, his/her desire to work the open shift prior to the conclusion of the ten (10) day sign-up window, it may then be assigned to any available LTE paramedic(s) for straight time pay, up to a limit of 40 hours per week, per LTE paramedic.
- d) If the open shift cannot be filled by LTE paramedic staff member(s) at straight time pay, the shift may then be offered to any LTE paramedic staff member(s) who have already been scheduled for 40 hours in that pay week, and consequently, such LTE paramedics will not be prohibited from earning overtime pay.
- e) If none of the LTE paramedic staff employees accept the open shift at overtime, it will then be assigned by the EMS Director to the least senior permanent full-time or permanent part-time paramedic for whom the shift would **not** result in a 72 hour tour of duty.

STEPS TO BE FOLLOWED WHEN FILLING OPEN SHIFTS LESS THAN THIRTY (30) DAYS IN ADVANCE OF THE SCHEDULE DATE

7. After an open shift is posted through the “EMS Manager” scheduling software, each eligible permanent full-time and permanent part-time paramedic employee is required to indicate electronically through the scheduling software program his/her desire to accept (sign-up for) the open shift **no later than forty-eight (48) hours after the shift opening has been electronically transmitted**. After this deadline has passed, the shift will then be assigned by the EMS Director within three (3) scheduled working days to one or more of the permanent full-time and permanent part-time paramedics who have indicated a desire to work the shift. When pertinent, priority will be given to paramedics who are available to work either the entire open shift, or a 12 hour increment of the shift.

The same criteria as described in paragraphs 6(a) through 6(e) above shall also apply.

STEPS TO BE FOLLOWED WHEN FILLING OPEN SHIFTS ON SHORT NOTICE (LESS THAN 72 HOURS IN ADVANCE OF THE SCHEDULE DATE)

8. Open shifts which occur on short notice (**defined as 72 hours or less in advance of the shift**) will **NOT** be posted through the “EMS Manager” scheduling software program.

In such cases, the EMS Director will instruct one of the on-duty paramedics to immediately attempt contact with the full-time or permanent part-time paramedic employees who have not already been scheduled for duty on the date of the open shift to determine if any of them would like to work any of the open hours, utilizing the following guidelines:

- a) Personnel for whom the open shift **would not** result in a 72 hour tour of duty should be called and offered the hours before those paramedics for whom the shift **would** result in a 72 hour tour of duty.
- b) A maximum of four (4) hours shall be allowed for such contact and calls to be made. If contact with an eligible full-time or permanent part-time paramedic staff employee cannot be established on the initial attempt, it shall be assumed that the employee is unavailable and the caller should immediately move on to the next eligible employee. Under no circumstances should the call process be delayed pending the receipt of an answer from an eligible employee.
- c) When pertinent, priority should be given to paramedics who are available to work either the entire open shift, or a 12 hour increment of the shift.
- d) After all eligible full-time or permanent part-time paramedic staff members have been contacted and/or have refused the shift, and/or if the four-hour time limit has been reached, the shift may be then offered to any available LTE paramedic for straight time pay, up to a limit of 40 hours per week, per LTE paramedic.
- e) If the open shift cannot be filled by an LTE paramedic staff member at straight time pay, the shift may then be offered to any LTE paramedic staff member who has already been scheduled for 40 hours in that pay week, and consequently, such LTE paramedics will not be prohibited from earning overtime pay.
- f) **The EMS Director must be contacted after the shift has been filled in order to give final approval of the shift assignment.**