

COLLECTIVE BARGAINING AGREEMENT

Between

DEER-GROVE EMERGENCY MEDICAL SERVICES DISTRICT



And

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 311



For The Period January 1, 2022 to December 31, 2025

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PREAMBLE

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

ARTICLE 1 - RECOGNITION

1.01 Definition of Bargaining Unit.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regularly scheduled part-time Emergency Medical Service personnel, including the position of Deputy Chief of EMS, employed by the Deer-Grove EMS District, excluding the Chief of EMS, paid-on-call, limited term employees and volunteers (which includes interns).

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Operation of the Employer.

The Union recognizes the prerogative of the District and the Chief to operate and manage the affairs of the District in all respects in accordance with its responsibilities and the powers and authority conferred upon the District by applicable law, rules and regulations. Except as may be limited by an express provision of this Agreement, all rights to manage the District and direct the working forces are vested exclusively in the District. As to such exclusive, retained management rights the District may act unilaterally and at its sole discretion. The management rights as to which the District may so act include, but are not limited to the right to:

- A. Direct all operations of the Employer.
- B. Establish, modify and enforce reasonable rules, regulations, and procedures, on any matter whatsoever, including, but not limited to, employee conduct and work activities. If the Union believes in good faith that a rule, regulation or procedure adopted or modified by the District is unreasonable, it shall have ten (10) days after receiving notice of such rule, regulation or procedure to submit a grievance. If no grievance is timely filed, it shall be deemed reasonable.
- C. Determine job content; to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions.
- D. Hire, train or retrain, promote, transfer, schedule, determine staffing levels, and assign employees in positions within the District.
- E. Suspend, demote, discharge, and take other disciplinary action against non- probationary employees for just cause.
- F. Relieve employees of their duties, lay them off, or spread the work among employees.
- G. Maintain efficiency of District operations.
- H. Introduce new or improved practices, methods, equipment or facilities, or change existing practices, methods, equipment or facilities.
- I. Schedule and modify the hours of work and determine the assignment and allocation of duties.
- J. Establish performance standards and evaluate employee performance.
- K. Determine the amount and quality of the work and services to be performed as pertains to District operations and the number and kind of classifications to perform such work and services.
- L. Utilize limited term, part-time or volunteer employees when deemed necessary.
- M. Schedule and mandate overtime work.
- N. Take whatever action is necessary to carry out the functions of the District in situations of emergency.
- O. There shall be no restriction on the Employer's right or authority to install and use electronic data collection devices, including, but not limited to GPS or video equipment on its equipment or on its property as permitted by law. The Union agrees that the Employer may use data from the

electronic data collection devices as evidence in disciplinary decisions, grievances, and arbitrations.

2.02 Compliance with Regulations.

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

2.03 Subcontracting.

The Employer shall have the right to subcontract work at its sole discretion. This right shall include the right to contract out all operations of DGEMS to a private contractor of its choosing. The Union shall have the right to bargain the effect of subcontracting decisions on its members. The Employer shall give the Union thirty (30) days' notice prior to the implementation of subcontracting decisions. Ongoing effects bargaining shall not affect or delay the implementation of the decision.

2.04 Bargaining Unit Work.

Management, supervisory or other employees shall not normally perform bargaining unit work as defined in Article 12 – Hours of Work so as to supplant the bargaining unit member's performance of such work during the unit member's scheduled shift.

At such time the Deputy Chief's Job Description includes duties that would qualify as supervisory in nature and the position's primary hours of work are on the ambulance rotation, this provision shall not apply to the Deputy Chief.

2.05 Employer Exercise of Management Rights

The Employer's exercise of the rights specified in this Article shall be at the Employer's sole and unreviewable discretion and shall be limited only by the express provisions of this Agreement which provides to the contrary and, in addition, the Employer has all the rights it had at common law except as those rights are limited in this Agreement.

ARTICLE 3 - DUES CHECKOFF – FAIR SHARE

3.01 Union Membership.

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

3.02 Dues Check off.

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

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

3.03 Fair Share.

The District agrees to deduct a fee each pay period from the pay of employees within the bargaining unit as their proportionate share of the cost of the collective bargaining process and contract administration. Such amount deducted shall in no instance exceed the dues uniformly required of all members of the unit as certified by the Officers of the Union. Such deductions shall be made from the employee's pay, for the first pay period in each month in which he/she has sufficient earnings to cover the same deductions for taxes, insurance, retirement, and other deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when fees are normally withheld to equal or exceed the amount of the certified deduction, no fees shall be withheld, and the District shall have no obligation to subsequently withhold fees that may have been due for that period.

3.04 Charitable Contributions.

The District agrees to establish an additional payroll deduction for the Union's voluntary contribution program for Local 311 Charities. The Union will administer the charitable program and bear the costs associated with said program. The amount deducted shall be a flat dollar amount per pay period as designated by the employee according to an annual written authorization and provided to the Union under the same guidelines as dues and fees deductions. Checks issued to the Union for Charitable deductions must be separate from checks issued to the Union for dues and fees deductions. No charitable contributions shall be used for political purposes.

3.05 Indemnification.

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

ARTICLE 4 - PROHIBITION OF STRIKE ACTIVITY

4.01 No Strikes.

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

4.02 Union Responsibility.

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

4.03 Penalties for Violation.

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

ARTICLE 5 - UNION VISITATION, BUSINESS AND BULLETIN BOARDS

5.01 Union Staff Visitation.

An authorized representative of the Union shall have access to the Employer's facility for the purpose of conferring with the Employer, individual members of the bargaining unit or a local Steward or Union officer for the purpose of administering this Agreement. The authorized representative shall notify and obtain approval of the Chief for such visit at least eight hours in advance. The Chief may approve such visits with shorter notice at his/her discretion. Visits shall be limited to four per month and limited to one hour in length unless permission for a longer duration is approved by the Chief. Notification and approval requirements described herein do not apply to meetings which directly involve the Chief and where such meetings have been mutually arranged between the authorized representative of the Union and the Chief. The Union representative shall not interfere with work.

5.02 Union Business.

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

5.03 Bulletin Board and Union Postings.

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

- A. Notices of Union recreational and social affairs.
- B. Notices of Union meetings.
- C. Notices of Union appointments.
- D. Notices of Union elections.
- E. Results of Union elections.
- F. Reports of committees of the Union.
- G. Rulings or policies (including those issued by the International Union or other related labor organizations with which the Union is affiliated).
- H. Judicial or quasi-judicial decisions (e.g., information affecting members of the bargaining unit such as the results of fact-finding, grievances, etc.)
- I. Any other material authorized and approved by the Chief and an officer of the Union.

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

5.04 Union Negotiators.

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

ARTICLE 6 – GRIEVANCE AND ARBITRATION

6.01 Definition.

Only matters involving interpretation, application, or enforcement of the specific terms of this Agreement shall constitute a grievance under the provisions of this Agreement. Expressly excluded from arbitration is a grievance based upon implied terms of the agreement, or events that occur prior to the effective date of this Agreement. Expressly excluded from grievance and arbitration is the discipline, discharge or suspension of probationary employees, who may be disciplined, discharged or suspended at will.

6.02 Grievance Processing.

In the event of a dispute concerning interpretation, application or enforcement of the terms of this Agreement, the employee shall perform his/her assigned work task and follow the instructions of his/her supervisor and grieve the dispute later. Throughout the processing of a grievance, an aggrieved party who participates in the processing of a grievance during his/her work hours shall not lose any pay or benefits as a result of such participation. Any participation of an aggrieved party in the processing of his/her grievance during his/her work hours shall be approved by the Chief and shall not unduly interfere with the performance of duties. This section shall not apply once a grievance has been moved to arbitration.

6.03 Written Grievances.

All written grievances shall contain the name of the grievant, a clear statement of the grievance, the issue involved, including specification of the contract provision(s) claimed to be violated, the date the incident took place, the remedy requested, the signature of the grievant and the date of the written grievance. The grievance must specifically state the contract provision(s) which is alleged to have been violated and the manner in which such alleged violation occurred.

6.04 Time Limitations.

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

GRIEVANCE PROCEDURE

6.11 Step One.

The employee shall take the grievance up orally with the Chief within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance. The Chief shall attempt to make a mutually satisfactory adjustment within forty-eight (48) hours of the oral discussion with the employee.

6.12 Step Two

If a mutually satisfactory adjustment is not reached, the employee shall have seven (7) calendar days to complete a written grievance form and present it to the Chief. The Chief may give an answer in writing to the grievant within fourteen (14) calendar days of receipt of a written grievance. If a written grievance form is not completed and provided to the Chief, the issue shall be considered resolved. If the Chief does not provide a written answer within the fourteen (14) day period, the Grievance shall be deemed denied.

6.13 Step Three.

The grievance shall be considered settled in Step Two unless, within seven (7) calendar days of the Chief's written answer or within seven (7) calendar days of the expiration of the fourteen (14) day period in which no written answer is provided by the Chief, the written grievance and the Chief's written answer (if one is provided) is presented to the District's Commission Chairperson. Within fourteen (14) calendar days of receipt of the written grievance and Chief's written answer (if one is provided), the District's Commission may meet with the parties to hear the grievance. Within fourteen (14) calendar days of hearing the grievance, the Commission may issue a written decision on the grievance. If a meeting does not occur or if the Commission fails to respond in writing within the designated time period, the Grievance shall be deemed denied.

ARBITRATION

6.21 Arbitration Request.

If the grievance is not settled under the grievance procedure, within ten (10) calendar days following the date the written decision of the District Commission was due, either party may, upon written notice to the other, request that the matter be submitted to arbitration by filing a Petition to Initiate Grievance Arbitration to the Wisconsin Employment Relations Commission. In the event arbitration is requested, the arbitrator will be selected from a panel of five (5) staff arbitrators from the Wisconsin Employment Relations Commission.

6.22 Selection of Arbitrator.

Alternate elimination shall be used to select the arbitrator from a panel. The last remaining person shall then be appointed. The alternate elimination shall begin with a coin flip and the winner of the coin flip determining which party shall eliminate the first name from the panel. The party filing the Petition to Initiate Grievance Arbitration shall notify the Wisconsin Employment Relations Commission of the selection of the Arbitrator.

6.23 Arbitrator's Jurisdiction.

The arbitrator shall neither add to nor detract from nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) identified in the grievance and shall have no authority to determine any other issue(s) not so submitted to him/her or to render observations or declarations of opinion, which are not directly essential in reaching the determination. The arbitrator shall have no authority to impose liability for the time before the effective date of this Agreement or after the termination date of this Agreement during any contract hiatus or to impose an award retroactive for any period prior to the date of the event giving rise to the grievance. Management's exercise of rights specified in Article 2 shall be at its sole and exclusive discretion, and shall not be subject to review in arbitration, and the arbitrator shall have no power to substitute his discretion for that of the Employer in cases where the Employer has retained discretion of the right to act under this Agreement. In cases involving discipline or discharge, the Arbitrator shall have no authority to amend or change the penalty chosen by management unless the union proves that the penalty is arbitrary and capricious.

In suspension and discharge cases in which an employee has not received wages or benefits for a period exceeding 30 calendar days, the Arbitrator must deduct all interim earnings in making a monetary award in any claim for back wages. The Employee must demonstrate good faith attempts to secure interim earnings in such cases.

6.24 Arbitration Costs.

The parties shall share equally in the costs (if any) of the arbitration proceeding. Each party shall bear its own expenses for witnesses, exhibits and counsel.

6.25 Arbitration Hearing.

The arbitrator shall hold a hearing at a time and place convenient to the parties at the earliest possible date following notification of a selection. The arbitrator shall take such evidence as in his/her judgment is appropriate for the disposition of the dispute. Statements of position may be made by the parties, witnesses may be called, and post-hearing briefs shall be permitted.

ARTICLE 7 - EMPLOYEE STATUS

7.01 Employee Status.

While the Employer recognizes those classifications listed in Article 1 (Recognition) as being included in the bargaining unit, it is agreed that participation in the benefits of the Agreement may vary according to employee status as regular full-time or regular part-time. The definitions specified below shall not be interpreted to guarantee a minimum schedule or amount of work.

A. Regular Full-Time Employees.

Regular Full-Time employees are those who are regularly scheduled to work an average of 2184 hours per year.

B. Regular Part-Time Employees.

Regular part-time employees are those who are regularly scheduled to work a minimum of twenty-four (24) hour per week.

7.02 Benefits Eligibility.

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

ARTICLE 8 - PROBATIONARY PERIOD

8.01 Probationary Employees.

All employees shall serve a probationary period for the first twelve (12) months of continuous employment, which may be extended up to an additional six (6) months at the sole discretion of the Employer.

ARTICLE 9 – WORK RULES, REGULATIONS, PERSONNEL POLICIES AND PROCEDURES

When any new work rules, regulations, personnel policies and procedures are issued to the members of Deer-Grove EMS, a copy shall be submitted to the Union via the Local 311 steward. Work rules, regulations and procedures contained in the existing Deer-Grove EMS personnel handbook not in conflict with the specific terms of this Agreement at the time of signing shall be recognized as reasonable.

ARTICLE 10 - LEAVES OF ABSENCE

10.01 Definition.

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

10.02 Reasons for Leave.

A leave of absence may be granted at the employer's unreviewable sole discretion for the following reasons:

A. Personal Leave.

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

10.03 Written Request for Leave.

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

10.04 Length of Leave and Return to Work Certification.

The maximum leave of absence shall be for ninety (90) days and shall be approved on a month-to-month basis. Employees returning from a medical leave of absence will be required to submit a fitness-for-duty certificate from their health care provider prior to resuming their duties.

10.05 Seniority and Benefits.

Unless otherwise provided for by law, employees on an approved leave of absence without pay shall neither gain nor lose seniority and will not earn any benefits during leave extending beyond thirty (30) calendar days. The Employer need not make a health insurance contribution except for the month in which the leave begins.

10.06 Other Employment.

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

10.07 Failure to Return.

Employees who fail to return on or before the designated date of return from an approved leave of absence may be terminated unless there is a reasonable excuse and/or unless an extension has been granted. No excuse shall be deemed reasonable unless the employee communicates the excuse to the Employer no later than two calendar days following the end of the leave.

ARTICLE 11 – TRAINING

11.01 Required Training.

Employees attending required training during off-duty time shall be compensated for all hours spent in said training.

11.02 Education/Training Stipend

Employees shall receive four-hundred and fifty dollars (\$450) each year that will be allotted to full time union employees for reasonable educational opportunities. This can be used to pay for, but not limited to conferences, certificate classes, or training in a duty related field. Funds that are unused do not roll over to the following year.

All education requests shall be submitted and approved by the Chief prior to enrollment. Employees will supply a written statement as to what was learned that benefited the department to the Chief and commission upon request.

ARTICLE 12 - HOURS OF WORK

12.01 Workday and Exchanges.

The normal scheduled workday for regular full-time employees shall be twenty-four (24) hours. Regular full-time employees shall normally work a repeating schedule of twenty-four (24) hours on-duty followed by seventy-two (72) hours off-duty. Regular part-time employees shall be normally scheduled for a minimum of twenty-four (24) hours per week.

Employees may exchange shifts provided the employees requesting the change provide prior written notice to the Chief signed by both employees. Employees who exchange shifts shall be responsible for working the shifts they agreed to exchange. The Employer need not approve shift exchanges that would result in additional overtime expense.

Nothing in this Article guarantees any minimum amount of work or hours. The Employer may change the normal scheduled workday and work schedule upon 30 days' notice to the Union. During such 30 days, the Union may request a meeting with the Employer for the purpose of meeting and conferring with the Employer concerning the change and any possible alternatives. The Employer may, at its sole discretion, alter or amend the announced change based on discussions with the Union. The Union shall have the right to bargain the impact of the changes implemented by the District. Ongoing effects bargaining shall not affect or delay the implementation of the decision.

12.02 Pay Period.

Employees shall be paid bi-weekly.

12.03 Overtime.

Subject to Section 15.02(e), Overtime shall be defined as all work actually performed in excess of forty (40) hours per work week.

The Chief may prescribe overtime work or work outside normal shifts to meet operational needs, and the assignment of such work shall be within the Chief's sole discretion.

12.04 Involuntary/Forced Overtime

- A. The Chief or designee retains the right to order any employee to involuntary overtime to meet the operational needs of the department.
- B. A reverse adjusted seniority listing will aid in the selection of the employee to work the involuntary overtime assignment. This will begin as a reverse date of hire seniority list, but once an employee is assigned an involuntary overtime shift, the list will adjust to reflect the new date assigned.
 1. An involuntary overtime shift must be at least four (4.0) hours in length to move down the adjusted seniority list.
- C. Involuntary overtime shifts will be no longer than twenty-four (24) hours.
- D. An employee should not be forced into a total shift length of more than forty-eight (48) hours.
- E. Each full-time employee will be allowed to pass off one involuntary overtime assignment per each full rotation through the adjusted seniority list.
- F. If possible, the Chief or designee shall assign involuntary overtime no fewer than four days in advance of the involuntary duty shift date.
- G. The Chief or designee may assign the shift in-person or on a telephone call.
- H. Failure to acknowledge an involuntary overtime assignment via any method other than in-person within a reasonable amount of time will result in the assigned employee using their pass. If no pass is available and after repeated failures to respond to contact attempts for an involuntary overtime shift assignment (including but not limited to telephone calls, e-mails, or text messages) this will be considered the same as a failure to report for a scheduled shift, which may be grounds for discipline unless the employee can demonstrate a legitimate technology failure as the reason for lack of contact. In the case of a lack of response, the involuntary overtime shift will be assigned to the next eligible employee.

- I. Involuntary overtime hours worked shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate.
- J. An employee's time off status (vacation or shift trade) will be considered when selecting the involuntary/forced shift assignment.

ARTICLE 13 - SICK LEAVE

13.01 Sick Leave Accrual and Accumulation.

Regular full-time employees shall accrue sick leave with pay at the rate of eight (8) hours per month. Regular part-time employees shall accrue sick leave with pay on a pro-rated basis based on their offer of employment. In no case shall the number of sick leave hours earned exceed eight (8) hours per month. Accrual shall begin upon commencement of employment. Sick leave may be accumulated to a maximum of 960 hours for full-time employees and 576 for part-time employees.

Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of thirty (30) working days or any other unauthorized absence shall not constitute service time. Such absence shall act to reduce the number of sick leave hours that would normally have accrued during the period of absence.

13.02 Sick Leave Use.

Sick leave cannot be used until earned except during the first six (6) months of employment when employees may draw in advance of accrual up to three (3) days. Should the employee leave employment with the District prior to earning sick leave to cover his/her use of sick leave, the employee shall have the overused amount deducted from the final paycheck at termination of employment. Sick leave may not be used unless actually necessary according to the circumstances and the qualifications set forth herein:

- A. Appropriate circumstances for use of sick leave:
 - 1. Absence necessitated by non-work-related illness or injury to the employee or if the employee's presence is required at home due to the illness or injury of members of his or her family.
 - 2. Absence approved beyond that which is provided for under Article 16 – Bereavement Leave.
- B. Qualifications for use of sick leave:
 - 1. Employees must report their absence and the reason for the absence to the Chief or his/her designee with as much advance notice as possible but no less than one (1) hour prior to the beginning of their scheduled shift.
 - 2. If an employee is sick for three (3) or more consecutive working days, the employee taking such leave shall furnish the Chief with a certificate of illness signed by a licensed physician, if requested. In said certificate, the physician must certify the following:
 - a. The employee was ill during the period of his or her absence; and
 - b. The employee is medically able to return to work.
 - 3. Employees must keep the Employer informed of their condition and anticipated return to work date and must permit the Employer to make such medical inquiry as determined necessary and lawful.
- C. Sick leave will count as "hours worked" for purposes of calculating overtime for any week when an employee works and also takes Sick leave. This cannot be used to accrue additional overtime beyond the regularly scheduled maximum of 8 hours of overtime per week.

Any misuse of sick leave or the making of false reports regarding illness may subject the employee to disciplinary action, including discharge and may also be considered just cause for the loss of all or part of accrued sick leave benefits not to exceed the amount of sick leave determined to have been misused.

13.03 Sick Leave at Retirement or Duty Incurred Death

No sick leave benefits shall be paid to an employee who terminates his or her employment (or whose employment is terminated). Employees who retire shall have 50% of accrued, unused sick leave hours

converted into a dollar amount and placed in a segregated account to be used to purchase health insurance upon retirement from employment with the District. For purposes of receiving this sick leave at retirement benefit, a retired employee shall be defined as an employee with ten (10) or more years of continuous service with the District who has left employment with the District and who begins receiving his/her Wisconsin Retirement System benefits or Duty Disability benefits as provided under Chapter 40.65 Wis. Stats. within three months of leaving the District. In the event of the duty incurred death of an employee, 50% of his/her accrued, unused sick leave hours will be converted into a dollar amount and placed in a segregated account to be used to purchase health insurance for his/her surviving spouse and/or dependents until such time that the employee's segregated funds for sick leave are exhausted. The segregated funds shall be equal to the allowed amount of accrued, unused sick leave hours multiplied by the employee's hourly rate of pay at the time of retirement or death.

ARTICLE 14 - HOLIDAYS AND PERSONAL DAYS

14.01 Holidays.

Regular full-time and regular part-time employees required to work on holidays shall receive holiday bonus pay of \$15.00 per hour worked on the holiday. The holiday bonus pay shall be in addition to any other pay received by the employee (straight time or overtime) working the holiday. Bonus pay for working on holidays shall begin at 0700 hours on the day of the holiday and continue through 0700 hours the following day. Holidays for which the holiday bonus pay will be paid are identified as:

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

ARTICLE 15 – VACATIONS

15.01 Accrual Rate.

Subject to the limitations set forth in Section 15.03 below, vacation is accrued as follows:

- A. Full time employees who work 24-hour shifts shall earn vacation from the date of employment according to the chart below. Increases in vacation allotment shall occur on the anniversary date of the employee's hire date.

Years of Service	Annual Vacation Allotment
1 year	6 days (144 hours)
2 years	8 days (192 hours)
5 years	12 days (288 hours)
10 years	15 days (360 hours)
15 years	18 days (432 hours)
20 years	20 days (480 hours)

- B. Part-time employees shall be entitled to vacation benefits on a pro-rata basis based on a 40-hour week, in accordance with the chart in Section A above.
- C. Vacation accrual shall be indicated on the employee's pay stub beginning with the first paycheck after the one-year anniversary of the employee's hire date, which will reflect the initial annual allotment of vacation. From that point forward, vacation shall be allotted on a per paycheck basis in the amount of 1/26 of the annual allotment, with increased allotments based on years of service according to the chart in section A. above occurring on the employee's corresponding anniversary date.

- D. Periods of absence without pay caused by suspension, discharge, layoff, authorized leaves of absence in excess of thirty (30) calendar days or any other unauthorized leave of absence shall not constitute service time. Such absence shall act to reduce the number of vacation hours that would normally have accrued during the period of absence.

15.02 Use of Vacation.

- A. Upon an employee's six (6) month anniversary, all earned vacation time will be credited and available for use. Additional vacation time earned following the six (6) month anniversary is available for use immediately upon accrual.
- B. Employees are permitted to utilize their vacation time as they wish. Requests for use of vacation time shall be submitted to the EMS Chief as far in advance of the vacation time as possible, but at least 4 weeks prior to the vacation date.

To schedule vacation time with less lead time than 4 weeks:

1. If the requested vacation time off is 12 hours or longer, the requested vacation leave shall be granted provided the employee finds coverage for the requested time off primarily using the LTE employee group and approval of the Chief or Designee. If after requesting coverage by the members of the LTE group, through a discussion with the Chief, the requesting employee may find coverage using the full-time staff group.
 2. If the requested vacation time off is shorter than 12 hours, the requested vacation leave shall be granted provided the employee finds coverage for the requested time off utilizing any member of the current employee group (the LTE group is preferred) and approval of the Chief or Designee
- C. The number of employees on vacation at any one time shall be determined by the Chief.
 - D. Vacation Time will count as "hours worked" for purposes of calculating overtime for any week when an employee works and also takes Vacation Time. This cannot be used to accrue additional overtime beyond the regularly scheduled maximum of 8 hours of overtime per week.

15.03 Limit of Vacation Bank.

Vacation time may be accrued up to a limit of 150% of the employee's annual allotment. When an employee reaches this limit, no further vacation shall be accrued until the accrued balance is below the annual allotment.

15.04 Payout of Unused Vacation

- A. Employees (or heirs thereof) whose services are terminated due to death shall be entitled to be paid for all unused vacation earned as of the date of the death.
- B. An employee is entitled to payment for all unused vacation time upon termination of employment, regardless of the reason for the termination.

ARTICLE 16 – BEREAVEMENT LEAVE

Regular full-time and regular part-time employees will be eligible for bereavement leave as follows:

16.01 Immediate Family Members

Immediate family members shall be defined as: spouse, children, parents, brothers, sisters, grandparents and grandchildren, mother-in-law and father-in-law.

16.02 Regular Full-time

One (1) twenty-four (24) hour shift for the death of an immediate family member. Additional time off may be granted upon written request at the discretion of the Chief and shall be deducted from the employee's sick leave accrual.

16.03 Regular Part-time

Twelve (12) hours for the death of an immediate family member. Additional time off may be granted upon written request at the discretion of the Chief and shall be deducted from the employee’s sick leave accrual.

ARTICLE 17 - JURY DUTY AND SUBPOENAED WITNESSES

17.01 Jury Duty.

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

17.02 Subpoenaed Witnesses.

If an employee is subpoenaed to testify in a court matter directly related to District employment, the employee shall be given reasonable time off from scheduled shifts to do so without loss of pay. The District shall also reimburse an employee for any other expenses incurred as a result. Mileage shall be reimbursed at the current IRS allowable rate if the employee uses a personal vehicle. If the employee is subpoenaed to testify in a court matter not directly related to District employment, the employee may elect to use the equivalent number of hours of vacation, if needed, in order to maintain normal pay. This provision does not apply to appearances to testify in labor-related hearings.

ARTICLE 18 – MILITARY LEAVE

18.01 Military Leave.

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

Any employee, who is required to take leave to fulfill military reserve obligations or Wisconsin National Guard obligations, shall be paid the difference, if any, between their normal compensation for scheduled hours of work missed, and the amount paid for the military activity, up to a maximum of one hundred ninety-two (192) hours per year. Military leave may be taken in twelve-hour increments.

ARTICLE 19 – CLOTHING AND EQUIPMENT ALLOWANCE

19.01 Annual Allowance.

- A. Each regular full-time employee shall be credited with two hundred dollars (\$200) each calendar year for purchasing authorized clothing/equipment.
- B. Each regular part-time employee shall be credited with one hundred dollars (\$100) each calendar year for purchasing authorized clothing/equipment.
- C. Clothing and equipment allowance funds that are not used in a calendar year shall be forfeited.

19.02 Initial Issue.

- A. The following clothing shall be provided to regular full-time and regular part-time employees at the time of hire:

<u>Full-time</u>	<u>Part-time</u>
(3) t-shirts	(2) t-shirts
(2) job shirts	(1) job shirt
(2) long sleeve class B shirts	(1) long sleeve class B shirt

- (1) short sleeve class B shirt
- (1) stocking cap/winter hat
- (1) baseball hat
- (1) reflective coat
- (1) turnout jacket
- (1) turnout pant
- (1) structural FF helmet
- (1) Class A uniform consisting of:
 - Cap, Jacket, Pants
 - Belt, Tie, Shoes

- (1) short sleeve class B shirt
- (1) stocking cap/winter hat
- (1) baseball hat
- (1) reflective coat
- (1) turnout jacket
- (1) turnout pant
- (1) structural FF helmet
- (1) Class A uniform consisting of:
 - Cap, Jacket, Pants
 - Belt, Tie, Shoes

All clothing provided to employees that is in disrepair not bought with clothing allowance money may be exchanged for new items at the discretion of the Chief.

ARTICLE 20 - LIFE INSURANCE AND INCOME CONTINUATION

20.01 Life Insurance.

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

20.02 Income Continuation.

The Employer agrees to make the Wisconsin Public Employer's Group Income Continuation Insurance Program available to eligible regular full-time and regular part time employees. The District will pay the premium for coverage benefits equal to a one hundred eighty (180) day waiting period. Employees may purchase at their own expense coverage to decrease the waiting period in thirty (30) day increments and the District will deduct such additional premiums through payroll deduction.

ARTICLE 21 - RETIREMENT

21.01 Wisconsin Retirement Fund.

The Employer shall make the employer required contribution for each eligible employee to the Wisconsin Retirement Fund (protective with social security class). Eligible employees shall make the required employee contribution to the Wisconsin Retirement Fund (protective with social security class).

ARTICLE 22 - HEALTH INSURANCE

22.01 Plan Selection and Design.

- A. The District shall make a health insurance plan(s) available to regular full-time and regular part-time employees. The parties agree that the District is not required to bargain concerning the selection or design of the health insurance plan(s) chosen by the District except to the extent allowed by law.
- B. Employees are not required to participate in the health insurance plan(s) offered by the District.

22.02 Premium Cost Sharing, Regular Full-time.

- A. If the District chooses to participate in the State of Wisconsin administered health plans, the employee shall pay twelve percent (12%) of the average of the monthly premiums of the Tier 1 plans offered by the State or two and one-half percent (2.5%) of the monthly premium of the plan

selected whichever amount is greater. The District shall pay the remainder of the monthly premium.

- B. If the District chooses a health insurance plan not associated with the State of Wisconsin administered health plans, the employee shall pay twelve percent (12%) of the monthly premium. The District shall pay the remainder of the monthly premium.

22.03 Premium Cost Sharing, Regular Part-time.

- A. Regardless of the health insurance plan(s) offered by the District and selected by the employee, the District shall pay fifty percent (50%) of the monthly premium of the lowest cost plan offered and the employee shall pay the remainder of the monthly premium of the plan selected.

ARTICLE 23 – WAGES AND PAY POLICY

23.01 Wages

Wages shall be as designated in Appendix A.

23.02 Overtime Pay.

Overtime, as defined in Article 12, Section 12.03, shall be compensated at the rate of time and one-half (1½) the employee's regular rate of pay. There shall be no pyramiding of overtime or premium pay. In no case will overtime or any other premium pay be paid twice for the same hours worked and there shall be no duplication or pyramiding of premium or overtime pay in this Agreement.

ARTICLE 24 - DEFERRED COMPENSATION PLAN

The parties agree that a deferred compensation plan may be implemented during the term of the Agreement provided that the parties mutually agree to a deferred compensation provider and the terms and conditions of the deferred compensation plan including details on administrative costs.

ARTICLE 25 – VEHICLE MILEAGE REIMBURSEMENT

An employee using his/her personal vehicle in the performance of his/her duties for the District as required or approved by the Chief shall be reimbursed for mileage at the current rate established by the Internal Revenue Service.

ARTICLE 26 - WORKER'S COMPENSATION

25.01 In the event an employee suffers a duty incurred illness or injury, the District shall pay the employee's wage on the date the illness or injury occurred. For the next two duty days, the employee shall be covered by his/her sick leave benefits. Any additional time off needed due to the illness or injury shall be covered by Worker's Compensation under Chapter 102, Wisconsin Statutes. In addition to an employee's Worker's Compensation payments, an employee shall be allowed to use his/her accrued sick leave benefits as a supplement so that he/she will receive up to an amount approximately equal to eighty percent (80%) of his/her normal bi-weekly pay for a period not to exceed one hundred eighty (180) days.

25.02 During the period of time an employee is covered by Worker's Compensation not to exceed six (6) months, the District shall continue to pay its share of the health insurance premium for the plan selected by the employee as defined in this Agreement.

25.03 During the period of time an employee is covered by Worker's Compensation not to exceed six (6) months, employees shall not suffer the reduction of any benefit as defined in this Agreement.

ARTICLE 27 – DRUG AND ALCOHOL TESTING

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

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

ARTICLE 28 – AMENDMENT

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

ARTICLE 29 – WAIVERS

29.01 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

29.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union, for the life of this Agreement, and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is further agreed that this Agreement constitutes the entire agreement of the parties relating to hours, wages and terms and conditions of employment, that it establishes the benefits and terms and conditions of employment that the parties intend to preserve for the term of this Agreement and that the District is free to continue, discontinue or adopt at its sole discretion any benefit or practice not expressly preserved by this Agreement. A decision to act, or its inaction, on any matter shall not limit the District’s discretion or right to act on any matter or future occasion.

Any amendment or modification to this Agreement shall be valid only if in writing and signed by authorized representatives of the parties.

ARTICLE 30 – SAVINGS/SEVERABILITY CLAUSE

30.01 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event, said clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity

and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence, or paragraph in which such offending language may appear.

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

ARTICLE 31 – DUTIES

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

ARTICLE 32 - SENIORITY

32.01 Definition.

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

32.02 Layoff and Recall.

For layoff and recall purposes, seniority shall govern if, in the employer's non-arbitrary judgment, skill and ability are equal. The Union may challenge the employer's determination concerning skill and ability through the grievance process but shall bear the burden of proving that the Employer's assessment was arbitrary or capricious.

32.03 Loss of Seniority.

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

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

ARTICLE 33 - DURATION

The provisions of this Agreement will be effective as of the 1st day of January 2022 and shall continue and remain in full force and effect as binding the parties through the 31st day of December 2025.

Either party may give written notice to the other on or before one hundred eighty (180) days prior to the expiration date that the party wishes to engage in negotiations for a successor contract. If a party gives such notice, the parties shall exchange written proposals for a successor agreement at the first scheduled bargaining session. The parties agree that this Agreement shall remain in full force and effect until a successor agreement is reached or for a period of ninety (90) days from the expiration date provided the District has given written notice to the Union of its intent to terminate the Agreement. All mandatory subjects of bargaining shall remain in full force and effect beyond the ninety (90) days.

In witness wherefore, the parties hereto have executed this agreement on this ___ day of _____, 2021.

For the Union- International Association of
Firefighters Local 311

For the Deer-Grove Emergency Services District

President

Commission Chairperson

Secretary/Treasurer

Chief

Bargaining Committee

Bargaining Committee

APPENDIX A

The chart below establishes the base rate for hourly wages to be paid to the employees during the term of this Agreement.

Percentage wage scales for Lieutenant (7%), Captain (12.25%), and Deputy Chief (17.5%) over base rate.

BASE RATE WAGES

	2021	6%- 2022	4% - 2023	4% - 2024	4% - 2025
<0	19.00	\$20.14	\$20.95	\$21.78	\$22.65
1	19.50	\$20.67	\$21.50	\$22.36	\$23.25
2	20.50	\$21.73	\$22.60	\$23.50	\$24.44
4	21.50	\$22.79	\$23.70	\$24.65	\$25.64
7	22.50	\$23.85	\$24.80	\$25.80	\$26.83
10	24.50	\$25.97	\$27.01	\$28.09	\$29.21
15	25.60	\$27.14	\$28.22	\$29.35	\$30.52
20	26.70	\$28.30	\$29.43	\$30.61	\$31.84