

Agreement Between
Baraboo Area Fire and EMS Commission



And

International Association of Fire Fighters, AFL-CIO Local 5429



January 1, 2025 through December 31, 2027

<u>TABLE OF CONTENTS</u>	
<u>ARTICLE TITLE</u>	<u>PAGE</u>
PREAMBLE	3
EMPLOYER RIGHTS (1)	4-5
LOCKOUT & STRIKES (2)	6
THE UNION (3)	7-10
SENIORITY (4)	11-13
GRIEVANCE & ARBITRATION (5)	14-16
WORK RULES & POLICIES (6)	17
HOURS OF WORK, STAFFING, & OVERTIME (7)	18-24
WAGES & PENSION (8)	25
HOLIDAYS (9)	26
VACATION TIME (10)	27-28
SICK TIME (11)	29-30
BEREAVEMENT TIME (12)	31
MILITARY LEAVE (13)	32
JURY SERVICE (14)	33
WITNESS LEAVE (15)	34
LEAVE OF ABSENCE (16)	35
TEMPORARY ASSIGNMENT (17)	36
WORKERS' COMPENSATION (18)	37
INSURANCE (19)	38
UNIFORMS & PERSONAL PROTECTIVE EQUIPMENT (20)	39
LOSS OR DAMAGE (21)	40
EMPLOYEE REIMBURSEMENT (22)	41
SPECIAL TEAMS & TEMS (23)	42
POLITICAL ACTIVITIES (24)	43
OUTSIDE EMPLOYMENT (25)	44
TRAINING (26)	45-46
SAVINGS, INTERPRETATION & AMENDMENT (27)	47
DRUG & ALCOHOL TESTING (28)	48
LATERAL TRANSFERS (29)	49
PEER SUPPORT, PHYSICAL FITNESS, & MEDICAL EXAMINATION (30)	50-51
DISPLAY OF IAFF INSIGNIA (31)	52
FIRE INSPECTOR(S) (32)	53-54
PART-TIME STAFFING (33)	55
LIEUTENANT (34)	56
DURATION OF AGREEMENT (35)	57
SIGNATURE(S) OF AGREEMENT	58
APPENDIX A/B/C	59-65

PREAMBLE

This Agreement made and entered into at Baraboo, Wisconsin according to the provisions of Section 111.70, Wisconsin Statutes, by and between the Baraboo Area Fire and Emergency Medical Service Commission, a Municipal Employer, hereinafter called the "Employer," and the International Association of Fire Fighters, AFL-CIO, Local 5429, hereinafter called the "Union."

Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and entering into an Agreement covering rates of pay, hours of work and conditions of employment, as well as reducing conflict.

ARTICLE 1

EMPLOYER RIGHTS

1.01 Employer Authority. Nothing in this Agreement shall be construed as delegating to others the authority vested in the Employer, a municipal corporation, in the State of Wisconsin, and its duly elected and appointed officers, or in any way abridging or reducing the authority of the Employer, said elected or appointed officers, or infringing upon the responsibility thereof to the people of the Baraboo Area Fire and EMS District except as expressly modified by this Agreement.

1.02 Management Rights. Except as expressly modified by this Agreement, the Employer retains the sole right and authority to operate and direct the affairs of the Employer, including all rights and authority exercised by the Employer prior to the execution of this Agreements. Said rights include, but are not limited to:

- (a) To manage and direct the employees of the Employer, to make assignments of work and work location, to determine the size and composition of the work force and staffing levels, to determine the duties and responsibilities of the various job titles, and to determine the work to be performed by the work force and each employee;
- (b) To hire, promote, transfer, classify or lay off employees;
- (c) To suspend, demote, discharge or take other disciplinary actions against employees for Just Cause;
- (d) To determine its business practices and policies and to plan, direct, and control operations;
- (e) To set the standards of service and protection to be offered to the citizens;
- (f) To determine the amount and quality of the work and services needed, by whom it shall be performed and the location where such work and services shall be performed;
- (g) To determine to what extent any process, service or activities of any nature whatsoever shall be added or modified;
- (h) To introduce new or improved methods, tools, equipment or facilities, or to change existing methods, tools, equipment and facilities;
- (i) To establish, alter, and schedule the number and types of shifts, hours of work, work schedules, methods and processes of administering such, and to determine the assignment and allocation of duties in a reasonable manner;
- (j) To select, alter, and determine the number and types of employees required;
- (k) To assign work to employees in accordance with the requirements determined by the Employer;

- (l) To make, modify and enforce reasonable rules, policies, and standard operating procedures in accordance with the provisions of this Agreement;
- (m) To contract or subcontract for goods, services and personnel relating to its operations provided regular full-time employees are not laid off;
- (n) To utilize part-time, paid-per-call, and paid-on-premises employees, volunteers, students and interns in the manner as determined by the Employer provided their use is not intended to lay off full-time employees;
- (o) To establish and conduct performance standards and evaluate employee qualifications, competencies and performance;
- (p) To create, add, reduce, combine, and eliminate positions and to set initial rates of pay for newly created positions which will remain in effect until the parties have had a chance to bargain over the same with any subsequently agreed upon rate applied retroactively; and
- (q) To take any action necessary to carry out the functions of the Employer in situations of emergency.

The Employer's exercise of the foregoing rights shall be limited only by the express provisions of this Agreement, subject to any legal obligation to engage in impact bargaining, upon request, and the Employer has all the rights which it had at common law except those expressly bargained away in this Agreement. The Employer's rights are not subject to the grievance and arbitration provisions of this Agreement except as modified by the express terms of this Agreement.

ARTICLE 2

LOCKOUTS AND STRIKES

2.01 Strikes. The Employer agrees that there shall be no lockout during the term(s) of this Agreement. The Union agrees that there shall not be any complete or partial strikes, sympathy strikes, picketing, refusals to cross any picket lines, slowdowns, work stoppages, secondary boycotts, or other cessations of work, economic or otherwise, during the term(s) of this Agreement. Participation by any employee in any of the foregoing activities, whether or not sanctioned by the Union, shall be cause for discipline, including immediate discharge. Such discipline or discharge shall not be subject to review under the grievance and arbitration provisions of the Agreement.

ARTICLE 3

THE UNION

3.01 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time Fire Fighters and EMTs (all levels) excluding the Fire Chief, Assistant Chiefs, EMS Director, Deputy EMS Director, EMS Captains, supervisors, managerial, and confidential employees. The Employer agrees not to enter into any other agreement, written or verbal, with a bargaining unit employee or employees that constitutes (a) direct dealing.

3.02 Membership. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's Constitution and By-laws. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union shall represent all the employees in the bargaining unit, members, and non-members, fairly and equally.

3.03 Dues Deduction. Upon receipt of a voluntary written authorization form from any employees covered by this Agreement, the Employer shall 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 the membership dues required after the date of delivery of such authorizations to the Employer. Dues deductions shall be made from the employee's pay for each pay period in which the employee has sufficient earnings to cover the deductions for taxes, insurance, retirement, and other deductions. In the event that an employee does not have sufficient earnings due 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 Employer 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 Employer 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 direct-deposited into the Union's bank account as verified by the Secretary-Treasurer of the Union within two (2) business days of when the deductions are made. Changes in the amount of dues to be deducted shall be certified by the Union in writing to the Employer thirty (30) days before the effective date of the change.

3.04 Indemnification. The Union does hereby indemnify and shall save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, damages, legal defense costs, and any attorney fees awarded against the Employer, that may arise out of or by reason of action taken or not taken by the Employer, which Employer action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the Employer pursuant to this Article.

3.05 Activities. 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 Employer for such visits at least twenty-four (24) hours in advance, except in emergencies, when as much advance prior notice as possible under the circumstances shall be given. Visits shall be limited to one (1) per month and limited to one (1) hour in length unless permission for more visits or a longer duration is approved by the Employer. Members, stewards, and officers participating in conferences who are not on-duty shall be on unpaid time during such visits. Notification and approval requirements described herein do not apply to meetings which directly involve the Employer and where such meetings have been mutually arranged between the authorized representative of the Union and the Employer. The Union representative shall not interfere with work necessary for emergency response.

3.05(a) Except as approved above, the Union agrees to conduct its business off the job. 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 or to prevent certain routine business such as the posting of Union notices and bulletins. Time spent in conducting business described in this section shall not be deducted from pay, provided no more working time than is necessary is utilized.

3.05(b) Members chosen by the Union as delegates to attend Union seminars or conventions shall be given time off without pay, not to exceed two (2) days per year, per delegate. Members may substitute Vacation Time or Compensatory Time in lieu of time off without pay. Delegates attending Union seminars or conventions shall be found exempt from Section 7.13.

3.06 Representation. All bargaining unit members retain the right of Union representation, upon request, whenever the Employer confers with an employee on any matter concerning discipline of that employee or on any matters in which disciplinary action involving another member may result.

3.07 Personnel Files. The Employer shall provide the employee and the Union with written copies of all imposed discipline and the reason(s) for the same. No information reflecting critically upon an employee, including any complaint alleged against the employee, shall be placed in a personnel file without the employee being given an opportunity to review the information. Said information shall be accompanied with an acknowledgement form signed by the employee indicating only that the employee has reviewed the information. Employees and/or the Union shall have the right to submit letters of rebuttal for any disciplinary documents or other information in accordance with Section 103.13, Wis. Stats.

3.08 Communication. When a general communication is issued to the members of the Department, bargaining unit members shall be responsible for providing a copy to the Union.

3.08(a) Mail Systems. The Union shall have the right to use the Employer's mail systems, both inter-departmental and electronic. The Employer also agrees the Union shall be allowed a mailbox within the station for the purpose of communication related to Union business or similar activities.

3.09 Negotiators. The Union shall advise the Employer, in writing, of its duly chosen representatives from the bargaining unit for the purpose of conducting negotiations with respect to wages, hours, and conditions of employment. Said representatives will not be paid for attendance at negotiation sessions unless said sessions are conducted during their scheduled work hours. If such sessions are conducted during their scheduled work hours, the representatives shall be allowed to participate in the negotiations and reserved for last due emergency response.

3.10 Bulletin Board and Postings. At each fire station, 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 issued by the International Union or other related labor organizations with which the Union is affiliated.
- (h) Judicial or quasi-judicial decisions (i.e., 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 Employer or Employer's designee and an officer of the Union.
- (j) Notices and announcements shall not contain anything political or anything reflecting negatively upon the Employer, any of its employees, officers, or any labor organization among its employees.

3.10(a) No material, notices or announcements which violate the provisions of this section shall be posted. Notices and announcements shall be approved by a Union officer. In the event any material, notices or postings violate the terms of this section, the Employer may remove such offending document(s) after first providing the Union with a twenty-four (24) hour period to do so.

3.11 Local 5429 Voting. If work schedules do not allow Union members to vote in a Union election or other Union business such as contract ratification, referendum, etc. during off-duty time, a reasonable amount of time shall be allowed for those Union members to vote while on duty, provided the election or other Union business vote takes place on Employer premises.

3.12 Labor-Management Meetings. Monthly, or as needed upon mutual agreement, up to two (2) representatives of the Employer and two (2) authorized representatives of the Union shall meet and discuss mutual concerns. When proposed agenda items reflect matters warranting additional discussion; either Party may request one (1) additional representative. When possible, requests shall be made in advance and not unreasonably denied by either Party. Additional representatives shall be permitted to attend for the duration of the scheduled meeting; however, areas of input shall be limited to agenda items requiring the special attendance. At no point shall representatives from either Party exceed three (3). These meetings are not intended to circumvent any of the negotiation, disciplinary, or grievance processes.

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

3.13 Stationery. The Employer agrees that the Union shall have access and use of District printing equipment for matters involving that of Employer-employee relations.

3.14 Commission. The Employer agrees to, when possible, allow for the Union President or a designated representative to be available to attend all District Commission meetings while on shift.

3.15 Emergency Contact Form. Upon the first day of hire, the Employer shall provide all employees with Appendix C, thereafter, yearly, and/or upon a qualifying life event, an employee may request to update any applicable documentation. Upon completion, documentation shall be signed by all appropriate parties, sealed by the employee and given to the Employer for safe keeping. Under no circumstances other than cases of serious injury or death in the line of duty shall the documentation be opened or released to anyone other than the Chief or designee. Upon retirement, resignation or termination, sealed documents shall be relinquished, uncontested, to the employee.

ARTICLE 4

SENIORITY

4.01 Definition. Seniority shall accrue from the employee's most recent beginning date of full-time employment with the Employer as reflected by the employee's date of enrollment into the Wisconsin Retirement System (WRS) as outlined in Section 8.06.

4.01(a) Employees approved for hiring on the same date by action of the Employer shall be ranked in seniority by use of a double-blind drawing of numbers from a hat.

4.01(a)(1) Round One. Each employee's name shall be placed in a hat and a neutral third party, agreeable to all new employees, shall blindly select one name at a time from the hat to determine the order in which the employees will draw numbers from the hat during round two.

4.01(a)(2) Round Two. Numbers shall be placed in the hat equivalent to the number of employees drawing. The employees shall be ranked according to their number drawn with the lowest number representing the highest ranking in seniority and so on to the highest number representing the lowest ranking in seniority among those employees.

4.02 Probationary Period. All newly hired employees shall be subject to a probationary period of one (1) year, commencing on the first date of full-time employment, provided however, that the Employer may, in its discretion, extend the probationary period for up to six (6) months, with written notice to the employee and the Union. The probationary period may also be extended for any amount of time that a probationary employee is absent from scheduled work for longer than fourteen (14) consecutive calendar days. During an employee's probationary period, or any extension thereof, employees may not bid for shift assignments as described in Section 4.09 and the Employer may lawfully discipline or discharge the employee, at its discretion, and said discipline or discharge shall not be subject to the grievance and arbitration provisions in this Agreement or other review.

4.02(a) Performance Reviews. The Employer agrees that performance reviews shall be conducted upon completion of the District issued orientation binder, six (6) months, twelve (12) months, and at the end of any extended probationary period as described above, for all probationary members.

4.02(b) Seniority. During the probationary period or any extension thereof, the employee shall have no seniority rights. Upon successful completion of the probationary period, the employee's seniority shall be retroactive to the employee's date of full-time hire.

4.02(c) Accrued Leave. Probationary employees who separate or are terminated from employment, for any reason prior to completion of the probationary period, shall not be eligible for any pay out of any accrued, unused Sick Time or Vacation Time.

4.02(d) Benefits. Probationary employees shall be entitled to all insurance benefits in accordance with the terms of the plans, as outlined in Article 19.

4.03 Exemption. Upon execution of this Agreement, all current employees with a start date prior to January 1, 2023, shall be considered exempt from Section 4.02.

4.04 Termination of Seniority. An employee's seniority and employment with the Employer shall be terminated for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged for Just Cause;
- (c) If the employee is laid off for a period equal to two (2) years;
- (d) If the employee is laid off and fails to notify the Employer of the employee's intention to return to work within fourteen (14) calendar days after notice of recall is received, by certified mail, at the employee's last known address;
- (e) If the employee is absent from employment for three (3) consecutive working days without notice to the Employer, unless unable to do so because of a compelling reason(s), as determined by the Employer. (This in no way limits the Employer's right to discipline or discharge an employee for unexcused absence from work.);
- (f) If the employee retires;
- (g) If the employee fails to return to work upon the expiration of an approved leave of absence, unless unable to do so because of a compelling reason(s) as determined by the Employer. (This in no way limits the Employer's right to discipline or discharge an employee for unexcused absence from work.)

4.05 Seniority List. Upon request by the Union, the Employer agrees to provide the Union with a current seniority list, not more than once per year. The Union shall post the list on the Union bulletin board.

4.06 Layoff and Recall. The name(s) of an employee on layoff shall be placed on an eligibility for re-employment list for a period of two (2) years after the day of layoff. If any vacancy occurs or new positions are created, such vacancies or new positions shall be filled by recalling the persons on the eligibility list in reverse order of their dismissal. Employees on layoff do not accrue benefits but any person recalled shall be credited with previously accrued seniority.

4.06(a) The Employer agrees to notify the employee and Union in writing fourteen (14) days prior to the effective date, if possible, of all layoff and recall notices.

4.06(b) Employees shall have fourteen (14) days from the date of any return-to-work notice to report for duty.

4.06(c) Employees have the right to refuse a temporary recall without the loss of seniority or losing the right of permanent recall. For the purpose of this Article, temporarily shall be defined as three (3) calendar months or less.

4.07 Break in Seniority. If an employee is transferred, appointed, or promoted to a non-bargaining unit position with the Employer and returns to a bargaining unit position within one (1) year, the employee shall retain all previously accrued seniority. If an employee returns to a bargaining unit position from a non-bargaining unit position beyond one (1) year, all previous seniority shall be lost. The loss of seniority shall not negatively affect an employee's benefits earned based on years of service.

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

4.09 Shift Placement. Non-probationary employees shall bid for their shifts on a yearly basis based on seniority as defined above. The Employer shall create and provide to the Union President a bid form with the correct number of shifts and employee classifications per shift clearly designated. The shift bidding process shall be administered by the Union, subject to final verification and approval by the Employer, and shall take place each year within the first week of October, with shift and partner placement implemented January 1st of the following year. Probationary employees shall be assigned their shift by the Employer prior to the shift bidding by non-probationary employees. Following completion of the shift bidding, the Employer shall adjust employee work schedules during the first ten (10) days of the new calendar year as needed to ensure employees do not work in excess of forty-eight (48) consecutive hours resulting from changes in shift placement. Changes to shift placement shall not create entitlement to claim overtime or any other additional payment.

4.10 Personnel Transfers. In the event of a mid-year shift vacancy, the Employer may in its discretion provide employees an opportunity to request reassignment into the shift vacancy and/or involuntarily assign an employee into the shift. In the event the Employer provides employees an opportunity to voluntarily request reassignment into the shift vacancy, the Employer will post the opportunity for at least five (5) calendar days before assigning or selecting an employee to fill the shift vacancy. The Employer's assignment or selection decision concerning a voluntary transfer is not grievable.

4.10(a) Involuntary Personnel Transfers. Any involuntary transfer shall be supported by a legitimate operational need, which may include staffing shortages, qualifications required for the assignment, continuity of operations, or other bona fide business reasons, and shall not be made for retaliatory, discriminatory, or capricious reasons. Upon request of the Union, the Employer shall provide its written justification for all involuntary transfer decisions. The merits of an involuntary transfer shall be discussed by the Employer and the Union through its designated representative(s). The question of whether an involuntary transfer is made for retaliatory, discriminatory, or capricious reasons shall remain subject to the provisions of Article 5.

Prior to the effective date of any involuntary transfer, the Employer will meet with the Union as soon as practicable to discuss the timing and implementation of the movement of the affected employee(s). The parties will make a good-faith effort to identify a mutually agreeable effective date for the transfer, which will ordinarily occur within thirty (30) calendar days of the Union being notified of the intended transfer, unless operational circumstances or mutual agreement require a different timeframe.

Nothing in this section is intended to limit the Employer's authority to make transfer decisions, but rather to promote clear communication and orderly implementation.

4.11 Orientation. Newly hired employees shall be provided with a minimum thirty (30) calendar day orientation period. Existing employees advancing certification levels, as outlined in Article 26, upon agreement between the Employer and the Union, shall be placed on a modified orientation period to ensure competencies (at an operational level) in all job-related duties. During any orientation period or modification thereof, employees shall be ineligible for Shift-Swaps, Vacation Time or Open Shift Fill In hours (at advanced certification level) as outlined in Article 7 until competencies have been approved by the Chief of Training or the Chief's designee and documented in accordance with Section 4.02(a).

ARTICLE 5

GRIEVANCE AND ARBITRATION PROCEDURE

5.01 Grievance. A grievance is defined as a controversy between the Union and the Employer or between any employee or a group of employees and the Employer, as to:

- (a) Any matter involving the interpretation, application, or enforcement of the express terms of this Agreement;

5.02 Procedure. Grievances, except as noted in Article 6, shall be processed in the following manner. (It is understood that an employee may discuss a grievance with the employee's immediate supervisor prior to the filing of a grievance, but such discussion shall not be considered a formal step in the grievance procedure.)

5.02(a) Step 1. A grievance shall be filed by an employee(s) or the Union within fourteen (14) calendar days of the alleged violation or knowledge thereof, by submitting such grievance in writing to the Assistant Chief of Operations or Designee. All grievances submitted must contain a full and detailed statement of the issue(s)/event(s) giving rise to the grievance, including names and dates, together with the express provision(s) of the Agreement alleged to have been violated, and the remedy sought. Within fourteen (14) calendar days of receipt of the grievance, the Assistant Chief of Operations shall make an independent investigation of the facts of the case, interviewing the grievant and the Union, issuing a written decision to the grievance, stating specific reasons for the decision. The Assistant Chief of Operations or Designee shall serve a copy of the decision upon the grievant and the Union. Failure of the grievant or the grievant's designated agent to attend the reasonably scheduled meeting shall result in dismissal of the grievance, with no right of appeal. For the express purpose of maintaining accurate documentation, the Assistant Chief of Operations may, at their discretion, utilize a member of the command staff, with no direct ties or intricate knowledge of the specific grievance, as a scribe during any independent investigations.

5.02(a) Step 1. A grievance shall be filed by an employee(s) or the Union within fourteen (14) calendar days of the alleged violation or knowledge thereof, by submitting such grievance in writing to the Assistant Chief of Operations or Designee. All grievances submitted must contain a full and detailed statement of the issue(s)/event(s) giving rise to the grievance, including names and dates, together with the express provision(s) of the Agreement alleged to have been violated, and the remedy sought. Within fourteen (14) calendar days of receipt of the grievance, the Assistant Chief of Operations shall make an independent investigation of the facts of the case, interviewing the grievant and the Union, issuing a written decision to the grievance, stating specific reasons for the decision. The Assistant Chief of Operations or Designee shall serve a copy of the decision upon the grievant and the Union. Failure of the grievant or the grievant's designated agent to attend the reasonably scheduled meeting shall result in dismissal of the grievance, with no right of appeal. For the express purpose of maintaining accurate documentation, the Assistant Chief of Operations may, at their discretion, utilize a member of the command staff, with no direct ties or intricate knowledge of the specific grievance, as a scribe during any independent investigations.

5.02(b) Step 2. If the Union feels the grievance is not satisfactorily adjusted or otherwise settled as provided in Step 1, the Union shall have fourteen (14) calendar days following receipt of the written answer or due date thereof, whichever is earlier, to appeal the decision of the Assistant Chief of Operations or Designee by submitting a written appeal, to the Chief, specifying the grounds for the grievant's disagreement with the Assistant Chief of Operations or Designee's decision. The Chief shall make an independent investigation of the facts of the case, interviewing the grievant, the Assistant Chief of Operations or Designee and/or supervisor, and any other persons deemed appropriate, and making any other inquiries and conducting any research deemed necessary. Within fourteen (14) calendar days of receipt of the appeal, the Chief shall issue written findings of fact and a recommendation to sustain or modify the Assistant Chief of Operations or Designee's decision, with supporting reason(s) for the recommendation. The Chief shall serve a copy upon the grievant, the Union and the Assistant Chief of Operations or Designee.

5.02(c) Step 3. If the Union feels the grievance is not satisfactorily adjusted or otherwise settled as provided in Step 2, the Union shall have fourteen (14) calendar days following receipt of the written answer or due date thereof, whichever is earlier, to appeal the decision of the Chief by submitting a written appeal, to the Commission, specifying the grounds for the grievant's disagreement with the Chief's decision. The Commission shall meet to review the independent investigation of the Chief along with any information provided by the Union during the investigation within fourteen (14) calendar days of receipt of the appeal. The Commission shall issue a decision within fourteen (14) calendar days of the meeting. The Commission shall serve a copy of the decision upon the grievant, the Union and the Chief.

5.02(d) Step 4. If the Union feels the grievance is not satisfactorily adjusted or otherwise settled as provided in Step 3, the Union shall have fourteen (14) calendar days to submit a *Petition to Initiate Grievance Arbitration* to the *Wisconsin Employment Relations Commission* (WERC) requesting a panel of arbitrators from the WERC staff. A representative for the Employer and a representative for the Union shall, within seven (7) calendar days of receipt of the panel, alternately strike names from the panel until one (1) name remains who shall serve as the arbitrator. The determination of who strikes the first name shall be determined by a coin flip with the winner of the coin flip deciding which party shall strike first.

5.03 Time Limitations. Grievances not timely filed or submitted for appeal or arbitration as provided above shall be barred even though the parties may continue to discuss said grievances. The time limits set forth in this Article may be extended in writing, by mutual agreement, and consent shall not be unreasonably withheld by either party. Should a recognized holiday, as listed in *Section 9.01*, occur throughout any portion of a grievance proceeding, the time limits set forth herein shall automatically be extended equal to the number of (holi)days observed. Failure of the Union to abide by such time limits or any extension thereof shall cause the grievance to be barred. Grievances not processed by the Employer or its representative(s) within the prescribed time limits or any extension thereof, shall proceed automatically to the next step. Investigatory interviews listed in Steps 1 and 2 above, shall be scheduled amicably; if a mutually agreed upon time cannot be reached within the fourteen (14) calendar days, the Employer and the Union agree time extensions listed herein shall apply.

5.04 Payment for Fees and Expenses. The fees and expenses for the arbitrator and the transcript of the hearing, if any, shall be borne equally by the parties. Each party shall bear the cost of its own witnesses, exhibits and counsel.

5.05 Attendance. When an employee is called and/or subpoenaed by either party as a witness in an arbitration case, the employee will appear without loss of pay if the employee attends during regularly scheduled working hours.

5.05(a) One (1) Union official shall be allowed to attend the hearing without loss of pay if the official attends during regularly scheduled working hours.

5.06 Arbitrator's Authority. It is agreed that the decision or award of any arbitrator shall be final and binding upon the parties as provided herein. 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 themselves to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to the arbitrator or to render observations or declarations of opinion, which are not directly essential in reaching the determination. The arbitrator shall have no authority to decide or to impose liability for any grievance arising from events occurring prior to the effective date of the initial Agreement. The arbitrator shall have no authority to impose an award retroactive for any period prior to the date any grievance is filed or the event giving rise to the grievance, whichever is earlier, except that no award involving wages due shall be retroactive for more than twenty-eight (28) days prior to the date the grievance was filed. Any grievance arising from or relating to the Employer's exercise of its authority under Article 1, Employer Rights, or any grievance not presented or appealed within the time limits and in the manner provided for in this Agreement shall not be submitted to arbitration. Provided, however, that if a grievance with respect to the reasonableness of the application of Employer Rights is submitted to arbitration, the arbitrator shall not substitute the arbitrator's judgment for that of the Employer and shall not reverse said application of Employer rights unless the arbitrator finds that the Employer acted arbitrarily and capriciously.

ARTICLE 6

WORK RULES AND POLICIES

6.01 Prior to the implementation of any new (or amended existing) work rule(s), policy(ies) or procedure(s), the Employer shall provide the Union President with a copy of the new rules, policies, or procedures for a reasonable period of time, not to exceed fourteen (14) days, for review and discussion with the Union President.

6.02 Employer work rules, policies, and procedures not covered by this Agreement, insofar as they do not conflict with and are not inconsistent with the provisions of this Agreement, and as they may be amended, shall be deemed incorporated herein. In the event of any conflict or inconsistency between the provisions of this Agreement and Employer work rules, policies, or procedures, the provisions of this Agreement shall control.

6.03 The Employer agrees to seek input from the Union regarding an objective promotional process, prior to the fulfillment of any newly created bargaining unit position(s).

6.04 Any dispute with respect to work rules, policies, or procedures shall not be subject to arbitration of any kind, but any dispute with respect to the reasonableness of the application of said work rules, policies, or procedures may be subject to the grievance and arbitration procedure as set forth in Article 5.

ARTICLE 7

HOURS OF WORK, STAFFING, AND OVERTIME

7.01 Work Week. The work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday night.

7.02 Work Shift. A work shift shall consist of twenty-four (24) hours beginning at 0800 hours and ending at 0800 hours the following day. The Employer may create additional work shifts and start/end times to meet operational needs. The Employer agrees to meet with the Union to discuss the movement of employees from one work shift to another as soon as possible prior to the effective date of the move.

7.03 Workday. Within the work shift, employees will generally perform the bulk of nonemergency duties between the hours of 0800 and 1700 and the remainder of the work shift will generally be spent as standby duty, with the exception of Sundays, where all nonemergency duties shall generally conclude by 1200 hours. Pre-scheduled training sessions and/or community events may take place between the hours of 1800 and 2200. On dates when pre-scheduled training sessions and/or community events are scheduled to take place, nonemergency duties will be performed between the hours of 0800 and 1300 and the hours of 1300 to 1700 shall be designated as stand-by duty.

7.03(a) Holidays. On Holidays designated in Section 9.01, employees will generally remain on standby duty for the duration of the observed holiday.

7.03(b) Ride Alongs. Non-employee ride-alongs, including students, shall not be assigned to the same apparatus during the orientation period of a new employee. Ride-alongs, including students, shall not be permitted to ride for more than twenty-four (24) consecutive hours, unless mutually agreed upon between the Employer and the preceptor(s) being assigned the ride-along. Ride-alongs, including students, shall not be permitted on holidays (Section 9.01), except by mutual agreement of the Employer and the employee(s) being assigned the ride-along. Further, the Employer and the Union agree that no more than one (1) ride-along, to include students, shall be permitted to ride in one (1) twenty-four (24) hour period, unless agreed upon by both parties. Students must be added to the electronic scheduling software at least twenty-four (24) hours prior to their assigned shift and shall remain for the duration of their scheduled hours.

7.04 Duties. The Union agrees that the Employer may assign employees those duties deemed to be in the best interest of the Employer and efficient use of available personnel. The Employer and Union acknowledge the primary mission of Baraboo Area Fire and EMS District to be emergency response, prevention, and public education.

7.04(a) Legal Blood Draws. Legal blood draws shall only be performed by a member of the command staff. In the absence of an available command staff member, no bargaining unit employee shall be instructed, ordered, directed, or compelled to perform a legal blood draw, unless agreeing to do so voluntarily.

7.05 Shift Schedule. The 24/72-hour shift schedule shall be a continuous rotation of twenty-four (24) hours on-duty followed by seventy-two (72) hours off-duty on four (4) separate shifts, designated A, B, C, and D. The schedule may be modified or altered by mutual agreement between the Employer and the Union. Upon agreement, the Employer shall give sixty (60) days' notice to the affected employee(s), prior to implementation of the modified schedule. Any agreement between the parties with respect to th

change, shall be memorialized in a Memorandum of Understanding (MOU), signed by both parties, and attached to this Agreement.

7.06 Staffing. To best provide for the needs of the District, a State of Wisconsin Certified Driver Operator, shall remain within the District's coverage area.

7.06(a) Cross-Trained Staffing. When there is an even number of cross-trained employees, as outlined in Section 26.01, employees shall be partnered together for the duration of their scheduled shift. Every effort will be made to ensure cross-trained members remain within the district and ready for emergency response. The apparatus staffed with cross-trained employees will remain reserved for first and second due response to emergency calls for service within the District. Cross-trained employees shall be assigned to ambulances that are designed and configured to support fireground operations, including dedicated, enclosed compartment storage separate from other equipment with immediate accessibility for two (2) Self-Contained Breathing Apparatus (SCBA), when performing interior fire operations.

7.06(b) Non-Cross-Trained Staffing. Non-cross-trained employees shall be partnered together for the duration of their scheduled shift. When available, non-cross-trained apparatus shall serve first due response for hospital-to-hospital interfacility transports. No more than (2) hospital to hospital interfacility transports shall be taken between the hours of 2200-0800 by the same non-cross-trained apparatus. When available, the non-cross-trained apparatus shall respond to fire related incidents as the stand-by ambulance and/or assisting Incident Command with accountability or other tasks as assigned; however, at no time shall non-cross-trained employees be subjected to or required to perform fireground tasks outside their immediate scope of training. As business dictates, the Employer reserves the right to utilize non-cross-trained apparatus for 911 emergency response.

7.06(c) Substitute Staffing. When non-cross-trained employees are unavailable, bargaining unit employees assigned to a cross-trained apparatus may voluntarily staff a non-cross-trained apparatus for the duration of the scheduled opening. In the absence of any volunteer reassignment, substitute staffing shall be assigned based on required licensure to maintain Paramedic-level staffing. The opening shall be filled by a bargaining unit employee holding the lowest licensure level that meets the operational requirement. When multiple employees possess the same required licensure level, assignment shall be made in order of inverse seniority as described in Section 4.05.

7.06(c)(1) Chief Officers and Captains assigned to daily operational coverage, and/or Lieutenants who are assuming the operational responsibilities of the Captain in their absence, and/or Fire Inspectors during the workday hours, as defined by Section 7.03, shall be found exempt from the inverse seniority provisions listed above. Employees exempt under this subsection shall remain in town and available to perform their assigned operational duties during all regularly scheduled shift assignments under Section 7.05.

7.07 Overtime. The work period of each cross-trained (fire fighter / EMT) employee for the purpose of the Fair Labor Standards Act (FLSA) is an established regular recurring period of fourteen (14) consecutive days. Employees shall work one (1) twenty-four (24) hour shift, followed by three (3) consecutive twenty-four (24) hour periods off. (Generally, eighty-four (84) hours per fourteen (14) day

period.) The regular rate of pay shall be calculated by dividing the employee's annual salary by the employee's annual hours of duty, two thousand one hundred and eighty-four (2,184) hours per year.

7.07(a) An employee shall, in addition to their regular compensation, be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours of work in excess of one hundred and six (106) hours of work in the employee's regular fourteen (14) day work period. The Employer shall follow all additional provisions and/or exemptions contained within this Agreement regarding payment of overtime and shall include calculation(s) for any applicable incentives earned during the pay period. Where, if any, specific term(s) of this Agreement conflict with the FLSA, the Agreement shall control.

7.07(b) Employees not under an FLSA 7K exemption (EMT) are subject to overtime payment(s) for any hours worked in excess of forty (40) hours worked in any single work week as provided by FLSA.

7.07(c) Calculation of Overtime. Hours worked shall be calculated in increments of fifteen (15) minutes, rounded to the nearest quarter (0.25) hour.

7.08 Compensatory Time. Employees may elect to receive Compensatory Time in lieu of overtime payments for hours worked outside their normal schedule. Compensatory Time shall accrue at the rate of one and one-half (1½) hours for each hour worked. Overtime due to the employee in pay shall be paid on a bi-weekly basis. Overtime due in Compensatory Time may accumulate throughout the year to a maximum of one hundred forty-four (144) hours. Once the maximum is reached, any additional overtime hours worked shall be paid bi-weekly.

7.08(a) Compensatory Time Accrual. Compensatory Time shall accrue only for hours worked in posted, scheduled shift assignments that are part of the Employer's regular operational shift schedule as established under Section 7.05 and filled in accordance with Section 7.11. Contracted event staffing under Sections 7.12(b) and 7.12(c), off-duty fire responses under Section 7.15, training and education opportunities compensated in accordance with Section 26.02(c), and/or off-duty interfacility transfers under Section 7.14, shall be exempt from Compensatory Time accrual.

7.08(b) Compensatory Time Use. All bargaining unit employees shall be permitted to use accrued Compensatory Time. The Employer shall approve or deny all Compensatory Time requests within three (3) business days (defined as Monday through Friday) of submission. Compensatory Time requests that would result in the assignment of Mandatory Overtime to another employee shall be submitted no less than ninety-six (96) hours in advance of the requested start time. Requests shall be limited to no more than two (2) bargaining unit employees at any one time and shall not be approved on designated Holidays as outlined in Section 9.01. The above-listed limitations are intended to prevent the creation of Mandatory Overtime assignments. When a Mandatory Overtime assignment is not triggered and coverage has been secured, such limitations shall not apply.

Once approved, scheduled Compensatory Time shall not be withdrawn by the employee or rescinded by the Employer less than ninety-six (96) hours prior to the start of the scheduled time off, except by mutual agreement. The Employer reserves the right to deny any Compensatory Time request if it is reasonably anticipated that the employee's absence will impair the Employer's ability

to meet its responsibilities to the public or otherwise unduly disrupt operations; the reason(s) for any denial shall be documented by the Employer. The pay rate for employees using Compensatory Time shall be as if the employee actually worked the hours.

7.08(c) Pay Out. Unused Compensatory Time may be converted to pay during the last pay period of August and the first pay period of December each year, upon notification in writing to the Employer at the time the employee approves his/her timecard for the respective pay period. At the employee's option, up to seventy-two (72) hours of accrued Compensatory Time may be carried over into the next calendar year upon written notification to the Employer prior to the beginning of the last pay period of the current calendar year. Unused accumulated Compensatory Time in excess of seventy-two (72) hours shall automatically be paid out in cash in the last pay period of the calendar year. Alternatively, employees may, at their request, have their cash payout paid into their deferred compensation account by means of payroll deduction, provided the maximum annual deferral is not exceeded. Upon termination of employment for any reason, any accrued but unused Compensatory Time shall be paid out to the employee or his/her estate in the event of death, at the employee's final straight time hourly rate of pay.

7.09 Shift Swaps. The Employer shall permit the exchange of scheduled shifts, full or partial, between employees, without regard to classification. All shift swaps, full or partial, shall be approved by the Employer and shall not be unreasonably denied, provided the necessary employee classifications for the shift are filled. The Employer agrees it shall approve or deny all shift swaps within three (3) calendar days of submission. Shift swaps shall occur only for the convenience of the employees and not for the avoidance of overtime by the Employer. No employee shall suffer a reduction in the calculation of overtime due for regularly scheduled work shifts as the result of a shift swap. No employee shall make a claim for additional compensation in the calculation of overtime due as the result of a shift swap. There shall be no cap on the number of shift swaps, but Employees are solely responsible for tracking and/or resolving any disputes that may arise as a result of approved shift swaps. Employees working a shift swap shall be assigned to and assume the position, role, and staffing designation of the employee originally scheduled to work the shift for purposes of Section 7.06. Seniority shall have no effect on such assignment.

7.10 Consecutive Hours. Within any eighty-four (84) hour period, an employee must receive at least twelve (12) continuous hours off-duty before additional hours may be worked, without prior approval of a Chief Officer.

7.11 Open Shift Fill In. To ensure sufficient personnel are maintained and available for emergency response, the Employer may utilize part-time employees, in accordance with Article 33, to fill vacancies created by Vacation Time, Sick Time, Compensatory Time, or other leaves of absence.

7.11(a) Non-bargaining unit personnel shall be provided the first seven (7) calendar days of each month to sign up for eligible open shifts within the succeeding month; sign up requests shall be awarded on the eighth (8th) day of the current month. Commencing on the ninth (9th) day of the current month, bargaining unit employees may voluntarily sign up for any remaining open shifts; sign up requests shall be awarded on the tenth (10th) day of the current month. Sign up requests occurring within the ninth (9th) and tenth (10th) days of the month shall be awarded to the bargaining unit employees with the completion of certifications outlined in Section 26. If equal certification levels (Paramedic/Fire II) are present, the employee with the most seniority shall be awarded the open shift.

7.11(b) The pick-up of any open shift, in its entirety, that prevents a mandation of not less than nine (9) hours, shall move the employee to the bottom of the Mandatory Overtime Hours List described in Section 7.13, regardless of whether the shift was picked up through the standard posting process, short notice opening, or immediate opening.

7.12 Short Notice Openings. Openings unfilled within ninety-six (96) hours of the scheduled time shall be sent out via electronic scheduling software as soon as it is determined any opening needs to be filled. All employees shall have two (2) hours to voluntarily sign up for any openings. In the event of more than one bargaining unit employee voluntarily signing up within two (2) hours of notification, preference shall be given to bargaining unit employees with the completion of certifications outlined in Article 26. If equal certification levels (Paramedic/ Fire II) are present, the employee with the most seniority shall be awarded the overtime shift.

7.12(a) Immediate opening(s). For abrupt vacancies occurring outside the listed administrative workday hours, defined as Monday-Friday (excluding holidays and/or observed holidays) from the hours of 0800-1700, that require immediate filling to maintain outlined minimum staffing levels listed herein; notification shall be sent via the electronic scheduling software for voluntary sign up. Bargaining unit employees shall have fifteen (15) minutes from the time of notification for voluntary sign up. In the event of more than one qualified bargaining unit employee signing up within fifteen (15) minutes of notification, sign up requests shall be awarded in accordance with Section 7.12. Absent any interested bargaining unit employee, time may be awarded to part-time staff in accordance with Section 33.01(a). Upon notification of awarded overtime, employees shall report for duty within thirty (30) minutes.

7.12(b) Contracted Event Staffing. Notification for contracted events shall be sent out via electronic scheduling software as soon as it is determined event staffing is needed; signup requests shall be approved in accordance with the timeline listed in Section 7.11(a). Bargaining unit employees not already scheduled to work their normal shift, shall have the first right of refusal for any contracted event staffing. Employees electing to voluntarily staff events shall be found exempt from Section 7.10 and 7.16. If event staffing is left unfilled ninety-six (96) hours prior to the scheduled event, non-bargaining unit personnel may be utilized. Employees staffing contracted events shall be compensated at the rate of one and one-half (1½) times their straight time hourly rate of pay. Employees providing contracted event coverage whose assignments are canceled or adjusted less than twenty-four (24) hours prior to the scheduled time, shall be compensated for the duration of their scheduled hours. In the event of more than one qualified bargaining unit employee signing up within two (2) hours of event posting, sign up requests shall be awarded to the bargaining unit employees with the most seniority.

7.12(c) Non-Contracted Event Staffing. Community events, standbys or public relations events that are not “contracted” by the Employer but require additional, outside the regularly scheduled staffing, shall be split equally between bargaining and non-bargaining employees. For purposes of this subsection, “split equally” shall mean an equal distribution of total event staffing hours between bargaining unit employees and non-bargaining unit employees, to the extent practicable.

7.13 Mandated Overtime. For the purpose of this Section, sufficient personnel shall consist of six (6) personnel to exclude the Duty Officer. During the administrative workday hours, defined as Monday-

Friday (excluding holidays and/or observed holidays) from the hours of 0800-1700, the Employer shall utilize the Duty Officer, when not on authorized leave, or administrative staff (if available) to maintain minimum staffing levels. However, when an employee is on any unpaid leave of absence or when a bargaining unit position is vacant and unfilled, any staffing opening created during the administrative hours associated with that leave or vacancy shall be awarded in accordance with Article 7. Single personnel openings arising outside the above stated administrative hours, of no greater than two (2) hours, shall be filled by the Duty Officer, when not already utilized within the above outlined staffing. When utilized for daily staffing, the Duty Officer shall be required to fulfill all duties of line personnel, while remaining active in any call rotation listing; any last due reservation relating to call rotation shall be expressly prohibited while included in the daily staffing.

If sufficient personnel are not available after attempting to fill open shifts as described above, openings shall be assigned as mandatory overtime, using the Mandatory Overtime List established initially based on seniority (least to most). An employee mandated to work overtime shall be contacted via phone call; text and/or email notification is not acceptable. Upon notification, employees assigned mandatory overtime shall have no greater than two hours to respond in for assignment. Mandation notices issued between 2200 and 0600 for open shifts the succeeding day, shall not be processed until after 0600 the day of the opening. Any shift opening that may result in mandation shall be filled in accordance with Section 7.12.

The employee at the top of the list, unless on any authorized leave or prior to the completion of the initial orientation period, shall be mandated to work the open shift. An employee is considered to be on authorized leave from the last shift worked prior to the leave, until the first scheduled work shift following the leave; however, for the purpose of this Section, Compensatory Time and/or Shift Swaps and/or Vacation Time of less than twelve (12) hour increments shall not be considered as “authorized leave”, and employees shall remain subject to all mandation provisions listed herein. Employees on any authorized leave shall be contacted by the Employer and may voluntarily accept the mandatory overtime, between scheduled shifts, however, shall not be forced. Employees shall not be forced to work more than fifty and one half (50 ½) consecutive hours without a minimum of twelve (12) hours off duty, unless agreeing to do so voluntarily in accordance with Section 7.10. If the employee at the top of the list is unable to fulfill the opening due to certification level (i.e. Paramedic), the employee shall be skipped and the next qualified employee shall be assigned the mandatory overtime; members skipped for the above stated reasons, shall remain at the top of the mandation list. The rotation of names on the Mandatory Overtime List shall be per occurrence, thus, an employee who works mandated overtime shall move to the bottom of the mandatory overtime list, regardless of the number of hours worked. Employees mandated into any portion of an opening, shall retain the option to “bump” another employee who is voluntarily scheduled for only a portion of the shift.

Bargaining unit employees shall have the opportunity to turn down one (1) mandate every six (6) months, starting January 1st and July 1st of each year. In the event that all members turn down the same shift, the shift shall be assigned to the member at the top of the list and turn downs will be considered used for that six (6) month period. Members utilizing their “pass” shall remain at the top of the mandation list. Each pass invocation shall be documented by the Employer within the Mandatory Overtime List, and such documentation shall reflect the date giving rise to the member invoking the use of their pass. Unless agreeing to do so voluntarily, employees utilizing their pass shall not be subject to additional mandations arising between the time of call and the calendar day of utilization. Members who do not utilize their pass during the January 1st through June 30th period may carry that unused pass into

the July 1st through December 31st period; however, at no time shall unused passes carry over into a subsequent calendar year.

Bargaining unit employees mandated into an overtime assignment shall be permitted to relinquish their mandated hours while ensuring any required licensing qualifications remain met; the employee mandated shall be the name moved on the Mandatory Overtime List. Employees electing to voluntarily accept the shift giveaway shall be compensated in accordance with Section(s) 7.07 or 7.08 and not eligible for any additional compensation provided for below.

7.13(a) Pay Rate. Any hours worked as the result of an employee being mandated to fill an opening in the schedule in accordance with Section 7.13 shall be paid at the rate of one and one-half (1 ½) times their straight time hourly rate of pay. If an employee elects Compensatory Time in lieu of cash payment, the employee shall be compensated rate of two (2) times their straight time hourly rate of pay. Employees who are mandated to work on a holiday that is normally a scheduled day off shall receive two (2) times their straight time hourly rate of pay, in addition to any holiday compensation and shall be found exempt from Section 7.16.

7.13(b) Emergency Recall. In the event of a declared state of emergency, disaster declaration or other exigency as designated by the municipality, including civil unrest; the Employer reserves the right to mandate overtime outside the provisions outlined above, in a manner so required to meet their responsibilities to the public. Bargaining unit members mandated for an emergency recall shall be compensated in accordance with Section 7.13(a).

7.13(c) Holdover. To ensure the above outlined staffing levels are maintained, openings arising after 0600 may require an off-going bargaining unit member to be held over for up to two and one half (2 ½) hours. In the absence of a willing volunteer, holdovers shall be assigned in order of inverse seniority, unless on prior authorized leave their next regularly scheduled shift. Holdover times shall not alter the Mandatory Overtime List and shall be compensated in accordance with Section(s) 7.07 or 7.08.

7.13 (d) Availability and Accountability. Employees subject to mandatory overtime under this Section shall make reasonable efforts to be available for contact during periods in which they are eligible for mandation.

7.13 (d)(1) Failure to Respond or Unavailability. Failure to respond shall mean an employee who does not acknowledge or return a call or message related to a mandatory overtime assignment within thirty (30) minutes of the initial contact attempt. This requirement shall not apply when the employee can demonstrate that circumstances beyond their control prevented timely response. An employee who affirmatively indicates unavailability shall be treated the same as a failure to respond for purposes of this Section.

7.13 (d)(2) Availability Outcomes. Upon a first failure to respond or unavailability within a six (6) month period, the employee's mandatory overtime pass, if available, shall be deemed used for that period.

Upon a second failure to respond or unavailability within the same six (6) month period, the employee shall be placed at the top of the Mandatory Overtime List and shall remain

there until the employee either works a mandatory overtime assignment or voluntarily works an open shift of not less than nine (9) hours, after which the employee shall be moved to the bottom of the list in accordance with Section 7.11.

Upon a third failure to respond or unavailability within the same six (6) month period, the employee shall be placed at the top of the Mandatory Overtime List and shall remain there until the employee has worked a mandatory overtime assignment.

7.13 (d)(3) Documentation. All failures to respond, declarations of unavailability, and resulting list movements shall be documented within the Mandatory Overtime List.

7.14 Transfers. The Employer may request employees to voluntarily perform off-duty interfacility transfers. Participating bargaining unit employees shall be notified via *IamResponding* (IAR) and have ten (10) minutes to accept the pending transfer. Should more bargaining unit employees accept the request than what is needed, preference shall be awarded to the highest licensure level (Article 26), if equal license levels are present, the employee(s) with the most seniority shall be assigned. Should bargaining unit employees not be available after the allotted ten (10) minute timeframe, non-bargaining unit employees may be utilized for off-duty interfacility transfers.

Once approved, employees shall report for duty within thirty (30) minutes of their acknowledgment of acceptance. Responding employees shall be compensated with a one hundred twenty-five-dollar (\$125) stipend, in addition to one and one-half (1½) times their straight time hourly rate of pay.

Transfers that are cancelled shall not be eligible for the above outlined compensation and shall be compensated one (1) hour at a rate of one and one-half (1½) times their straight time hourly rate of pay. Employees electing to voluntarily perform off-duty interfacility transfers shall be found exempt from Section(s) 7.10 and 7.16.

7.15 Fire Response. Cross trained bargaining unit employees voluntarily responding to fire calls while off-duty shall be compensated for all hours with a minimum of one (1) hour per call at their straight time hourly rate of pay. Compensation pertaining to this Section, shall be paid at the employee's straight time rate until exceeding the threshold of any applicable FLSA guidelines. Employees responding off-duty on designated Holidays (Section 9.01) shall be compensated at the rate of one and one-half (1½) times their straight time hourly rate of pay, irrespective of any applicable FLSA threshold. Employees shall not be barred from electing to respond while on paid time off (e.g., Vacation, Compensatory, Swap) and shall be found exempt from Section(s) 7.10 and 7.16. Employees responding to an incident or multiple incidents lasting greater than three (3) hours during the hours of 0000-0800, on an evening preceding any scheduled time, shall be allowed to secure rest time as needed.

7.16 No Pyramiding. There shall be no pyramiding of overtime or premium pay hours without approval from the Employer.

7.17 Shift Giveaway. Awarded overtime shifts shall not be eligible for compensation provided for herein unless the overtime hours are actually worked by the employee. Bargaining unit employees shall make every effort to maintain awarded overtime shifts. The employer shall permit overtime hours scheduled outside an employee's work schedule as outlined in Article 7, to be reassigned to another employee. All shift giveaways, full or partial, shall be approved by the Employer and shall not be unreasonably denied,

provided the necessary employee classifications for the shift are filled. Without bona fide justification and prior chief officer approval, there shall be a twenty-four (24) hour cap, per calendar month, on shift giveaways; absent an employee's ability to find coverage, the Employer shall be notified and the opening sent out via electronic scheduling software in accordance with Section 7.12.

ARTICLE 8

WAGES AND PENSION

8.01 Wage Plan. Compensation shall be in accordance with the wage schedule designated in Appendix A. Increases shall be effective at the start of the first full pay period following the date listed for, or the event giving rise to, the pay increase (including annual across the board/cost of living adjustments, anniversary/step adjustments, and completion of certification adjustments).

8.01(a) For Contract Year 1 (2025) and Year 2 (2026) bargaining unit employees will not receive an anniversary/step adjustment or cost of living adjustment.

8.01(b) For Contract Year 3 (2027) bargaining unit employees not already at the Critical Care wage level will not receive an anniversary/step adjustment and will remain in the same position on the wage schedule, however, will receive the increased wage reflected in Appendix A. Employees already at the Critical Care wage level will receive a step increase on the Paramedic wage schedule.

8.02 Pay Periods. Pay periods shall be fourteen (14) days beginning at 12:00 a.m. on Monday and ending at 11:59 p.m. on the second Sunday thereafter. Employees shall be paid bi-weekly by direct deposit. Deposits shall be made on the first Friday after the end of each pay period, unless it happens to be a holiday, in which case, the deposits shall be made on the day before the holiday.

8.02(a) Base paychecks shall be issued in equalized pays. Hours of equalized pay will be based on the agreed upon work schedule as outlined in Article 7, of hours worked, less any period(s) of unpaid leave of absence.

8.04 Payroll Deductions. Payroll deductions shall be made each pay period for any mandatory federal and state withholdings as well as any additional withholdings and payroll deductions as identified and authorized in this Agreement.

8.05 Recording of Hours. Employees shall record their hours of work via a system chosen by the Employer. All hours worked outside an employee's regular schedule must include a justification for working the hours (e.g., overtime, trade). Employees are required to review, approve, and submit their time within twelve (12) hours of the end of the pay period. Employees who fail to timely submit their time will not be paid until the following pay period. Changes, modifications, or memos added to an employee's timecard, at any time, shall be recorded by the Employer and available upon request.

8.06 Pension. All eligible bargaining unit employees shall participate in the Wisconsin Retirement System (WRS) in the classification of Protective Service with Social Security. Employees shall pay the employee required contribution to the WRS by payroll deduction and the Employer shall pay the Employer required contribution to the WRS.

8.07 Deferred Compensation. Employees shall be afforded the option of entering into a deferred compensation program governed by the Internal Revenue Service Code 457.

ARTICLE 9

HOLIDAYS

9.01 Designated Holidays. The following holidays shall be designated as holidays for the purposes of receiving holiday pay:

New Year's Day	Labor Day
MLK Day	Veterans Day (2025)
Presidents' Day (2026)	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve

9.01(a) Pay Rate. Each designated holiday shall consist of a twenty-four (24) hour period beginning at 0800 hours on the date the holiday is recognized and ending at 0800 the following day. Employees who work a full shift on a designated holiday shall receive an additional twelve (12) hours of pay at their straight time hourly rate of pay for all hours worked. Employees who work less than a full shift on a designated holiday, shall receive a proration of the twelve (12) hours of additional pay.

ARTICLE 10

VACATION TIME

10.01 Vacation Time. New full-time employees shall be awarded seventy-two (72) hours of Vacation Time upon hire. Thereafter, full-time employees shall be awarded Vacation Time annually on each anniversary of their hire date based upon the following schedule:

Upon hire:	72 hours
After completion of two (2) years:	96 hours
After completion of four (4) years:	120 hours
After completion of six (6) years:	144 hours
After completion of eight (8) years:	168 hours
After completion of ten (10) years:	192 hours
After completion of twelve (12) years:	216 hours
After completion of fourteen (14) years:	240 hours

10.02 Scheduling. A minimum of one (1) bargaining unit employee per day shall be able to schedule Vacation Time subject to the provisions provided for in this section. Additional bargaining unit members may schedule the same day provided adequate staffing levels are maintained as determined by the Employer. Employees shall make Vacation Time requests via scheduling software at least thirty (30) days prior to the requested vacation date(s). Submissions made less than thirty (30) days prior, shall be granted at the discretion of the Employer pending staffing levels; however, scheduling of department employees outside of the bargaining unit shall not affect the scheduling of employees covered under this Agreement. Employees may schedule Vacation Time in either full or partial shifts. When more than two (2) bargaining unit members request the same date(s), Vacation Time shall be granted based upon the time(s) and date(s) of submission, with the first submission being granted the Vacation Time. In the event the submission time(s) are within twenty-four (24) hours of one another, the employee(s) with the greatest seniority shall be awarded vacation. The Employer shall approve or deny all Vacation Time requests within three (3) business days (defined as Monday through Friday) of submission. The reason(s) for any denial shall be documented by the Employer.

10.03 Payout. Non-probationary employees who are involuntarily terminated from employment (except in the case of a layoff, which shall be treated as a resignation for purposes of payout of Vacation Time) are not entitled to be paid for any unused Vacation Time upon termination. In the event of an employee's death or retirement (as defined by the Wisconsin Retirement Service), compensation for all unused Vacation Time, at the hourly rate in effect at the time of separation, shall be made to the employee's designated beneficiary or the employee, respectively.

Pay out for unused Vacation Time for those employees who resign from employment shall follow this schedule and be paid at the hourly rate in effect at the time of separation:

Within the first (1st) two (2) years of full-time employment:	0%
Within the third (3rd) year of full-time employment:	25%
Within the fourth (4th) year of full-time employment:	50%
Within the fifth (5th) year of full-time employment:	75%
After the completion of five (5) years of full-time employment:	100%

Employees who voluntarily resign from employment and are eligible for payout of unused Vacation Time will be paid on the next regularly scheduled payroll following resignation. Employees may not extend their employment via the use of unused Vacation Time.

10.04 Carry-Over. Employees shall be allowed to carry over forty-eight (48) hours of unused Vacation Time into their following anniversary year, which shall be used within the succeeding anniversary year. Any Vacation Time in excess of forty-eight (48) hours at anniversary year end or carryover Vacation Time not used within the succeeding anniversary year, will be lost. Vacation Time requests denied due to staffing levels shall serve as an extension to this carry over as agreed upon between the employee and the Employer.

10.05 Pay Rate. Vacation Time hours shall be paid at the same rate as if the employee has worked the hours, except if Vacation Time is used in lieu of Sick Time, in which case, Vacation Time hours shall be paid in accordance with Section 11.03.

10.06 Exemption. As of January 1, 2025 no employee shall be awarded more than 240 hours of Vacation Time.

10.06(a) Employees offered lateral Vacation Time prior to January 1, 2023 shall see no reduction in recognized years of service. Thereafter, Vacation Time shall be awarded annually on each anniversary of their hire date based upon Section 4.01.

ARTICLE 11

SICK TIME

11.01 Accrual. Upon hire, new employees shall be granted ninety-six (96) hours of Sick Time. Thereafter, employees shall be granted ninety-six (96) hours of Sick Time annually on each anniversary of their hire date. All accrued, unused Sick Time shall be carried over annually. All unused Sick Time accrued prior to the execution of this Agreement shall be retained by the employees.

11.02 Usage. Sick Time is available for an employee's absence from duty due to illness, bodily injury, quarantine, diagnostic or other health related treatment(s), dental procedure, optician's service, mental wellness, maternity/paternity leave or to care for members of the immediate family whose illness or injury requires the care of such employees.

11.02(a) Immediate Family. Immediate family members shall include the employee's parent, spouse, children, brother, sister, grandparent, domestic partner, long-term significant other, or a person for whom the employee is the legal guardian and possesses a durable power of attorney. The terms Step, Half, and In-law shall be recognized as immediate family. A domestic partner is defined as someone who is enrolled as the employee's domestic partner on a registry created pursuant to either Chapter 40 or Chapter 770 of the Wisconsin Statutes.

11.03 Substitution. When an employee may otherwise qualify for use of Sick Time, the employee may elect to use the equivalent number of hours of accumulated Vacation Time or Compensatory Time, in lieu of Sick Time. All substituted Vacation Time shall be paid at straight time, with the exception of forty-eight (48) hours of Vacation Time to be paid as hours worked within any single anniversary year.

11.04 Notification. An employee or responsible party caring for the employee shall personally call and notify the on-duty Captain or Officer in Charge (OIC) prior to the start of the employee's scheduled work shift that he/she will be absent from work due to illness or injury. Text and/or email notification is not acceptable and may disqualify the employee from claiming Sick Time benefits unless extenuating circumstances exist that prevent the employee from making the proper notification via personal phone call. In the case of a failure to properly notify as described above, the Employer shall review the reason for the failure and determine whether Sick Time benefits will be granted. In reviewing such a case, the use of Sick Time benefits shall not be unreasonably denied.

11.05 Extended Usage. An employee who knows in advance that Sick Time benefits will be used for personal illness or injury for a period of time greater than forty-eight (48) consecutive hours will be required to provide a physician's statement verifying that the absence from work is medically necessary and an estimate of the duration of the absence. Upon request of the Employer, the employee shall notify the Employer of the employee's medical status once per week during an extended absence. Upon returning to work, the employee may be required to provide confirmation from a health care provider that the employee is medically able to return to work.

11.06 Abuse. The Employer has the right to investigate suspected abuse of Sick Time and other substituted time used in lieu of Sick Time and may require a medical certificate or other appropriate verification of the use of Sick Time, any employee found to be abusing Sick Time may be subject to discipline. Employees using Sick Time shall not work in any outside employment which has the same or greater physical requirements than those required to work for the Employer.

11.07 Donation. Employees shall be allowed to donate accrued and unused Sick Time (or time in lieu of Sick Time as outlined in Section 11.03) to an employee, for use for instances whereby the employee would otherwise be eligible to use any available accrued leave benefits in accordance with the terms of this Agreement. Donated time shall not exceed the number of known or anticipated hours needed by an employee. Time will be donated on an hour-for-hour basis and shall be paid at the hourly rate of the employee using the donated time.

11.08 Payout. An employee who leaves employment through death or retirement (as defined by the Wisconsin Retirement System) shall be paid for all unused Sick Time accrued after January 1, 2025, at the employee's wage rate in effect at the time of separation; Sick Time accrued prior to January 1, 2025, shall be paid at the employee's December 31, 2024 wage rate. The employee may, at their request, have their cash paid out into their deferred compensation account by means of payroll deduction, provided the maximum annual deferral is not exceeded. An employee who is involuntarily terminated for Just Cause shall not be paid for any accrued unused Sick Time. Non-probationary employees who voluntarily resign from employment shall be paid for accrued unused Sick Time at the employee's wage rate in effect at the time of separation and in accordance with the following schedule:

Within the first (1st) two (2) years of full-time employment:	0%
Within the third (3rd) year of full-time employment:	25%
Within the fourth (4th) year of full-time employment:	50%
Within the fifth (5th) year of full-time employment:	75%
After the completion of five (5) years of full-time employment:	100%

11.09 Layoff. Any employee who is involuntarily terminated as the result of a layoff shall be paid for all accrued unused Sick Time, at the rate at which it was earned.

ARTICLE 12

BEREAVEMENT TIME

12.01 Immediate Family. Employees shall be granted paid Bereavement Time not to exceed forty-eight (48) hours in the event of a death in the employee's immediate family as defined in Section 11.02(a). Additional unpaid time off may be granted at the discretion of the Employer. The employee shall use accrued Sick Time, Vacation Time, or Compensatory Time in lieu of the additional unpaid time off. If no accrued time off benefit(s) are available to the employee, any additional time off granted shall be unpaid time off.

12.02 Non-immediate Family. Employees shall be granted Bereavement Time not to exceed twelve (12) hours for the death of any non-immediate family members, substituting accrued Sick Time, Vacation Time, or Compensatory Time. Additional unpaid time off may be granted at the discretion of the Employer. The employee shall substitute accrued Sick Time, Vacation Time, or Compensatory Time in lieu of the additional unpaid time off. If no accrued time off benefit(s) are available to the employee, any additional time off granted shall be unpaid time off.

12.03 Deceased Friend. Time off may be granted at the discretion of the Employer for an employee to attend the funeral services of a deceased friend. If permission is granted, the employee shall substitute accrued Sick Time, Vacation Time, or Compensatory Time. If no accrued time off benefit(s) are available to the employee, unpaid time off may be granted.

12.04 Pay Rate. The pay rate for employees using Bereavement Time or listed time in lieu of, shall be paid as if the employee actually worked the hours, except that substituted Sick Time shall be paid at straight time.

ARTICLE 13

MILITARY LEAVE

13.01 Eligibility. Employees who are enrolled members of the Reserve components of the Armed Forces of the United States are entitled to a leave of absence as is necessary to enable them to attend field training exercises or military deployments which have been duly ordered in accordance with applicable state and federal laws. Such leaves will be unpaid, unless employees, at their option, choose to use any accrued paid leave benefits while fulfilling their military obligations. Employees, upon returning from their military obligations, shall return to their former position without loss of credit for time worked and with other benefits as provided by this Agreement and applicable state and federal laws.

13.02 Requesting Military Leave. Unless military necessity prevents it, or it is otherwise impossible or impractical, the Employer prefers that an employee provide notice of the need for leave as far in advance as reasonable under the circumstances. A Request for Leave of Absence form may be obtained from the Employer; the completed form will be reviewed and processed by the Employer. The Employer will prepare and process any additional documents necessary to accommodate the military leave and will arrange the collection of any applicable insurance premium payments required from the employee.

ARTICLE 14

JURY SERVICE

14.01 Eligibility. All bargaining unit employees shall be granted paid leave to serve on a jury when called upon to do so by jury summons or subpoena in any court in the State of Wisconsin or in the United States. Generally, the paid leave will cover a maximum of five (5) scheduled workdays. However, additional paid leave, if needed, will be considered by the Employer on a case-by-case basis.

14.02 Notification. Upon notification from the state or federal courts of an obligation to serve on a jury, the employee must notify the Employer by providing a copy of the jury summons or subpoena. The Employer shall make the necessary scheduling adjustments to accommodate the employee's obligation. The Employer may verify the notification by contacting the office issuing the summons or subpoena.

14.03 Return to Work. An employee who is granted leave, reports for jury duty, and is released from such duty prior to the end of the employee's regularly scheduled workday, shall immediately return to work for the remainder of the shift.

ARTICLE 15

WITNESS LEAVE

15.01 Eligibility. All bargaining unit employees shall be granted paid leave to appear as a witness in a judicial proceeding related to the performance of their duties for the Employer, pursuant to a subpoena or other court order. Employees ordered to appear for a judicial proceeding or related event outside their regularly scheduled shift, shall be compensated a minimum of four (4) hours.

15.01(a) For non-work-related appearances, employees may use accrued leave to cover their absence from work. An employee's use of any accrued leave, except Sick Time, shall be compensated as hours worked.

15.02 Notification. Upon receiving a witness summons, subpoena or other court order requiring appearance in a judicial proceeding as a witness, the employee shall notify the Employer by providing a copy of the witness summons, subpoena, or other court order. The Employer shall make the necessary scheduling adjustments to accommodate the employee's obligation. The Employer may verify the notification by contacting the office issuing the summons or subpoena.

15.03 Return to Work. An employee who is granted leave and reports to serve as a witness, but who is released from such duty prior to the end of the employee's regularly scheduled workday, shall immediately return to work for the remainder of the shift.

ARTICLE 16

LEAVE OF ABSENCE

16.01 Request. Employees who need personal or medical leave for a reason that does not qualify as FMLA leave, who have exhausted any available FMLA benefits or wish to take their leave unpaid, may request an unpaid leave of absence as set forth in this Section. A request for a leave of absence under this section must be made as far in advance as possible and must be in writing by the employee. The written request must contain the reason(s) why the employee needs a leave of absence and the date the employee intends to return to work. All requests must be made to the Chief, who may grant or deny the request at the Chief's sole discretion. A personal or medical leave of absence shall be requested in increments not to exceed thirty (30) calendar days.

16.02 Return to Work. An employee granted any unpaid leave of absence shall be entitled to return to the employee's most recent position with the Employer, after the length of approved time. Employees shall return at the wage of the position they left as provided for under the terms of this Agreement and shall be entitled to any increase as provided for in this Agreement. Employees shall not have their wages decreased.

16.03 Medical Verification. An employee requesting a leave for medical reasons may be required to submit satisfactory medical evidence of the need for the leave. Prior to returning from a medical leave of absence, the employee shall be required to submit verification from the employee's health care provider of the employee's ability to return to work according to the essential job-related duties set forth in the job description. If challenges pertaining to the verification or restrictions, if any, occur, employees may, at the Employer's discretion, be sent to a physician designated by the Employer 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 shall be split between the Employer and the employee.

16.04 Uninterrupted Benefits. Employees on an unpaid leave of absence shall not accrue any Sick Time or Vacation Time hours. Any unpaid absence lasting more than one hundred-and-eighty-one (181) days shall not count towards longevity pay, if available under this Agreement. If an employee remains on unpaid leave beyond 180 calendar days, seniority shall be affected beginning with the 181st day, in accordance with Section 4.08.

16.04(a) Employees shall be eligible to maintain participation in the insurance plans offered by the Employer during an authorized leave of absence by paying the employee's monthly health insurance premium contribution as described in Article 19 for the first ninety (90) days of absence and one hundred percent (100%) of the premiums for any insurance coverage maintained beyond the initial ninety (90) days. Payment shall be made on or before the first day of the month for which it is effective. The employee is responsible for any applicable deductible as determined by the policy.

ARTICLE 17

TEMPORARY ASSIGNMENT

17.01 Temporary Assignment. The reassignment of an employee to a temporary assignment, which alters the employee's shift schedule as outlined in, Section 7.05, shall be addressed and implemented through a Memorandum of Understanding (MOU), as agreed upon by the Employer and the Union President. For the purpose of this Article, temporary shall be defined as no longer than one (1) year. When an employee is assigned to an agreed upon temporary assignment, the employee's base rate of pay shall reflect no change from the 42-hour workweek, regardless of hours worked, and unless otherwise agreed upon, shall be found exempt from Section 7.13 while on reassignment.

17.01(a) Employees assigned to any temporary assignment shall submit weekly electronic Incident Command System (ICS) 214 logs to the Chief of Training and Union President, for tracking and verification of assignment(s).

ARTICLE 18
WORKERS COMPENSATION

18.01 Work Related Illness or Injury. Employees covered by the terms of this Agreement are entitled to receive compensation for temporary disability in accordance with the provisions of Chapter 102, Wisconsin Statutes. Employees who miss work due to a work-related illness or injury may use any accrued paid leave hours for any days out of work that are not immediately reimbursed by the Employer's workers compensation insurance carrier. Once the Employer's workers compensation insurance carrier benefits are active, the employee may use any accrued paid leave hours to supplement the workers compensation benefit up to the employee's regular level of compensation.

ARTICLE 19

INSURANCE

19.01 Health Insurance. The Employer participates in the Wisconsin Public Employers Group Health Insurance Program. For eligible full-time employees, the Employer shall pay up to eighty-eight percent (88%) of the average premium cost for Tier 1 health plans in Sauk County. The employee shall pay the remainder of the premium for the plan selected. The employee's contribution to the monthly health insurance premium shall be deducted in equal amounts from the first two (2) pay periods of each month.

19.02 Dental Insurance. All eligible full-time employees shall be allowed to participate in the dental insurance plan selected by the Employer. The Employer shall pay eighty-eight percent (88%) of the cost of the monthly premium of the plan. Employees shall pay twelve percent (12%) of the cost of the monthly premium of the plan. Employees shall pay their share of the dental insurance premium via bi-weekly payroll deduction on the first pay period of the month.

19.03 Life Insurance. All eligible employees may participate in the life insurance coverage plan offered through the Wisconsin Department of Employee Trust Funds. The employee shall pay one hundred percent (100%) of the premium required for coverage selected by the employee in accordance with the plan. Employees shall pay the required insurance premiums via bi-weekly payroll deduction on the first two (2) pay periods of each month.

19.04 Income Continuation Insurance (ICI). All eligible employees may participate in the ICI plan offered through the Wisconsin Department of Employee Trust Funds, if elected. The Employer shall pay the employer-required contribution, and the employee shall pay the employee-required contribution. Employees shall pay all employee-required ICI premiums via bi-weekly payroll deduction on the first two (2) pay periods of each month.

19.05 Vision Insurance. All eligible employees may purchase vision insurance coverage through the plan chosen by the Employer. The employee shall pay the full cost of the premium for the coverage selected through payroll deduction on the first pay period of the month.

19.06 Accident Insurance. All eligible employees may purchase accident insurance coverage through the plan chosen by the Employer. The employee shall pay the full cost of the premium for the coverage selected through payroll deduction on the first pay period of each month.

19.07 Pre-tax Deductions. The Employer shall make an IRS Section 125 plan available such that the employee's contributions are made pre-tax for all eligible deductions identified within this Article.

19.08 Adjustments. The Employer may modify insurance carriers provided herein so long as the coverage remains substantially equivalent.

ARTICLE 20

UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

20.01 Original Issue. The Employer shall provide employees, at the date of hire, with a complete original uniform and PPE pursuant to Appendix B of this Agreement.

20.02 Replacement. The Employer shall replace uniform and PPE items which become damaged as a result of work-related emergency duties or normal wear and tear. An employee shall, within a justified amount of time, notify the Chief or his/her designee of such an occurrence.

20.03 Change of Uniform. When changes are made to the uniform and the Chief or his/her designee requires employees to replace currently serviceable uniforms, the Employer shall bear the cost of replacing those uniform items necessary for the employees to comply with the changes, up to a quantity of items equal to the initial issue outlined in Appendix B of this Agreement.

20.04 Uniform/PPE Cleaning. Cleaning of uniforms and PPE shall be the responsibility of the employees. The Employer shall provide the equipment, cleaning products and facilities for the employees to clean their uniforms or PPE including those items which are contaminated with bodily fluids. In the event the equipment and cleaning products are insufficient to properly clean the uniforms and PPE, the Employer shall provide instructions for such cleaning at the Employer's cost. To prevent the spread of any contamination, the Employer agrees to designate separate wash stations for duty worn clothing. Additionally, the laundering of personal items not used within the workplace shall be expressly prohibited.

20.05 Seasonal. Employees shall be permitted to wear duty shorts commencing the first (1st) day of April through the thirty-first (31st) day of October, so long as the daily temperature is projected to be at or above 60° degrees Fahrenheit. Duty shorts shall only be worn with black tennis style shoes with socks worn no higher than ankle height.

20.06 Formal Apparel. Any issued class "A" or "B" dress shirt(s) shall be reserved for public relation events, court appearances, and/or other professional appearances as designated by the Chief; however, not intended for everyday duty assignments.

ARTICLE 21
LOSS OR DAMAGE

21.01 Personal Items. Personal items, limited to wristwatches and eyeglasses or contacts, which are damaged as a result of the performance of emergency duties for the Employer, shall be repaired or replaced at the expense of the Employer, subject to providing notice of the damage to the Employer at the time the damage was incurred. Items not listed will be evaluated at the sole discretion of the Employer.

ARTICLE 22

EMPLOYEE REIMBURSEMENT

22.01 Personal Vehicle Use. Employees who are required to use their personal vehicle for the Employer's business other than for reporting to work at their designated work location for either scheduled or non-scheduled reasons, shall be compensated. Reimbursement shall be limited to the greater of the IRS business mileage rate or the U.S. General Services Administration (GSA) rate, plus tolls, parking, and garage charges. When two (2) or more people travel in the same private vehicle, reimbursement shall be paid to the owner of the vehicle. To receive compensation, employees shall submit a written request, to the Employer. Payment shall be made within thirty (30) days of the Employer's receipt of the request for compensation.

22.02 Transfer Meals. Employees who are involved in back-to-back inter-facility transfers of a duration which does not allow them to eat meals at the Employer's facility during normal mealtimes (6 am to 8 am, 11 am to 1 pm, 4 pm to 6 pm) and who purchase a meal(s) during the course of the transfer, shall be reimbursed for the expense of the purchased meal(s) up to \$15.00. Employees shall submit a written request, including a receipt for the meal(s), to the Employer. Payment shall be made within thirty (30) days of the Employer's receipt of the request for compensation.

ARTICLE 23

SPECIAL TEAMS AND TEMS

23.01 Special Teams. Bargaining unit employees may be selected by the Employer for training, certification, and assignment to special teams. Probationary employees shall not be considered for any special team assignment(s) until the completion of the probationary period as outlined in Section 4.02. On a case-by-case basis, lateral hire employees may be assigned to special team assignments during their probationary period, as agreed upon and memorialized in writing by the Employer and the Union.

23.02 TEMS. Certified bargaining unit employees shall have first rights to placement on a Tactical Emergency Medical Service (TEMS) assignment, subject to approval of the employee(s) of the Sauk County Sheriff's Department; and the Employer.

23.03 Trainings. Bargaining unit employees assigned to a special team shall be permitted to attend all trainings related to their assignment. Upon returning from scheduled trainings or impromptu incidents, employees shall be placed at the bottom of the call rotation list.

23.04 Compensation. Scheduled trainings or impromptu incidents occurring outside an employee's regular scheduled shift(s) shall be permitted and compensated in accordance with Article 7 and found exempt from Section(s) 7.10 and 7.16. Employees responding to an incident or multiple incidents lasting greater than three (3) hours during the hours of 0000-0800, on an evening preceding any scheduled time, shall be allowed to secure rest time as needed.

ARTICLE 24

POLITICAL ACTIVITIES

24.01 Voting. 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 Employer. If the official polling place for the employee is located outside of the Baraboo Fire and EMS primary geographical response district, the employee is required to make prior arrangements with the Employer for replacement coverage.

24.02 Public Office. Outside of the Baraboo Fire and EMS District Commission, no employee shall be barred from running for, campaigning, or holding public (Local, State or Federal) office. Employees agree that all activities related to this section shall be completed outside the workplace and holding said position(s) may not impede the workplace.

ARTICLE 25
OUTSIDE EMPLOYMENT

25.01 Outside Employment. Employees shall not be restricted from engaging in outside employment as long as such other employment does not interfere or conflict with the ability of the employee to perform the employee's normal duties in an efficient and successful manner.

ARTICLE 26

TRAINING

26.01 Certification. Within twenty-four (24) months of hire, all employees hired after January 1, 2023, shall obtain, and maintain, certification at or above the State of Wisconsin Paramedic level and additionally shall obtain the State Fire Fighter 2 certification. Failure to obtain these Employer sponsored certifications within twenty-four (24) months, shall be cause for discipline, up to and including termination.

26.01(a) Upon execution of this Agreement, all current employees with a start date prior to January 1, 2023, shall be found exempt from the above stated clause; except if any employee voluntarily elects to obtain certification, the Employer may, at its discretion, require remittance of any accrued program fees, not to exceed the actual cost of tuition paid by the Employer, if the employee fails to obtain certification within twenty-four (24) months of commencing the certification process. The Employer further agrees that any eligible employee hired before January 1, 2023 desiring to advance to the paramedic level, shall be permitted to do so based upon agreement between the Employer, the Union, and the individuals unimpeded ability to meet all admission and course requirements.

26.01(b) Should the number of employees in need of training impair the Employer's ability to meet its responsibilities to the public, the Union agrees to meet with the Employer and memorialize, in writing, an amicable extension of the twenty-four (24) month provision listed above.

26.01(c) Following completion of certifications outlined above; the employee shall have their probationary period extended equal to the number of weeks in attendance. For the purposes of this Article, "probationary period" shall only be used for evaluations regarding performance. Following the completion of their up to twenty-four (24) month probationary period, the employee shall expressly be found exempt from any at-will employment status.

26.01(d) For the purpose of this Section, required certifications shall be completed through Madison College.

26.02 Mandatory Training. The Employer shall provide thirty (30) days' written notice for all mandatory training(s).

26.02(a) The Employer shall pay for the necessary training and all associated costs for employees to obtain and maintain all required certifications and licensures.

26.02(b) Any mandatory training occurring outside the Fire/EMS response area involving travel shall require approval from the Employer.

26.02(c) All Employer mandated training occurring outside normal work hours shall be compensated in accordance with, Section(s) 7.07 or 7.08.

26.02(d) Employees who fail to complete any Employer sponsored training may, at the Employer's discretion, require remittance from the employee of any accrued program fees not to exceed the actual cost of tuition paid.

26.03 Non-Mandatory Training. Employees who attend Employer approved meetings, conferences, training sessions, or similar activities during the employee's regularly scheduled working hours shall be considered to be in pay status during such attendance. Attendance at such activities outside of regularly scheduled working hours must be approved by the Employer in advance, in writing, to be paid. The Employer agrees to cover costs relating to approved non-mandatory trainings to include, but not limited to: registration fees, mileage, lodging, and meals.

26.03(a) Meal reimbursement per diem shall be paid using current Government Services Administration (GSA) rates for the 53913 zip code.

26.03(b) Mileage shall be paid in accordance with, Section 22.01.

26.03(c) The Employer shall make lodging arrangements.

26.04 Daily Training. All daily trainings shall be carried out in accordance with the yearly training schedule published by the Employer, not later than January 1st of the respective year, subject to changes necessary to accommodate emergency response.

26.04(a) Daily trainings will normally occur during the workday hours as outlined in Section 7.03 between the hours of 1000 and 1200.

26.04(b) Training requiring turnout gear may not occur outside when the temperature is at or below twenty degrees (20°) Fahrenheit to include wind chill, based upon the National Weather Service. Training requiring turnout gear may not occur when the temperatures is at or above eighty degrees (80°) Fahrenheit based upon the National Weather Service. Exceptions to this provision may be granted on a case-by-case basis with the approval of the Employer and the Union President.

26.04(c) Daily training shall be conducted by a training officer unless otherwise agreed upon by the Union and the Employer.

26.04(d) A comprehensive up-to-date list of all training hours shall be kept by the Chief of Training. All training hours shall be uploaded by the Chief of Training to the National Registry of Emergency Medical Technicians (NREMT).

26.04(e) The Chief of Training shall ensure that certifications requiring continuing education hours are accessible, recorded, and available upon request.

ARTICLE 27
SAVINGS, INTERPRETATION AND AMENDMENT

27.01 Savings Clause. 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.

27.02 Interpretation. In the event of such contract clause invalidation, the Employer and the Union agree to meet within ten (10) calendar days for the purposes of negotiating a replacement provision for any clause determined to be in violation of any law.

27.03 Amendment. This Agreement may not be amended at any time during its life except upon the mutual consent of the Union and the Employer. Such amendment, to be enforceable, shall be in writing, signed, and attached to all executed copies of this Agreement in MOU (Memorandum of Understanding) form. No verbal statement shall supersede any of its provisions.

27.04 Future Precedent. 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.

ARTICLE 28

DRUG, ALCOHOL, AND OTHER INFECTIOUS DISEASES TESTING

28.01 Drug and Alcohol Testing. The Employer and the Union, recognize that impairment of alcohol and/or illegal drug use by employees while on duty, would be a threat to the public welfare and the safety of department personnel. It is the goal to eliminate or absolve alcohol abuse and illegal drug usage through education and/or rehabilitation. Employees may be tested in accordance with the Employer's Drug and Alcohol Policy, as may be amended from time to time, by mutual agreeance between the Employer and the Union, for the following reasons:

- (a) **Reasonable Suspicion.** The employee has violated the policy regarding use of alcohol or drugs while on-duty, or when documented observation(s) indicate that the employee is impaired or incapable of performing assigned duties.
- (b) **Post-Accident.** When an employee is involved in accidental injury to himself or herself that requires immediate medical treatment, or an employee operating a District owned vehicle or equipment resulting in substantial damage to property or injury to individuals, as required by law.
- (c) **Return to Duty Testing.** If an employee has violated the drug or alcohol provisions of the Baraboo Area Fire and EMS District policy, the employee shall undergo a return to duty test with a result indicating the absence of any alcohol or illegal drugs in the employee's system before returning to duty.
- (d) **Follow-Up Testing.** Upon returning to work, an employee shall be subject to unannounced testing consistent with the recommendations of a substance abuse professional for up to twelve (12) months post positive testing.

28.02 Employee Training. The Employer agrees to conduct substance abuse awareness training for all employees every two (2) years.

28.03 Supervisor Training. The Employer agrees to conduct training for all supervisory personnel who may be responsible for subjecting an employee to drug and alcohol testing based upon reasonable suspicion.

28.04 Notification. The Employer shall provide all bargaining unit members of their right to Union representation, prior to being taken to the hospital for any applicable testing. The involved member is encouraged to seek Union representation early in the process and is entitled to Union representation anytime during the process. However, Union representation shall not delay any applicable testing.

28.05 Infectious Diseases. The Employer shall provide training and supplies to assist in recognizing and/or preventing the communication of AIDS, Hepatitis, and other infectious diseases. Additionally, the Employer shall provide a tuberculosis screening annually for all bargaining unit employees. During the term of this Agreement, it shall be presumed that any bargaining unit employee who contracts Hepatitis-B or Meningitis shall have contracted the disease while on duty.

ARTICLE 29

LATERAL HIRES

29.01 Lateral Hires. In an effort to hire, train, and retain the most qualified **Firefighter/Paramedics**, the Employer, with agreement from the Union, may offer a lateral benefit package to prospective employees in accordance with the provisions described herein, and at no point throughout the duration of this Agreement shall (a) prior lateral offer(s) be used as precedent setting.

29.01(a) Newly hired Firefighter/Paramedics may be offered a starting wage up to the After Four (4) Years rate as identified in Appendix A. The wage offer shall be based only upon equivalent years of experience as a full-time Firefighter/Paramedic. The credited years of service shall be included in determining the advancement to any wage rate based upon years of service as identified in this Agreement.

29.01(b) Newly hired Firefighter/Paramedics may be offered Vacation Time up to the After 4 Years step as identified in, Section 10.01, based only upon equivalent years of experience as a full-time Firefighter/Paramedic. Advancement to the After 6 Years step and beyond shall be based upon full-time years of service with the Baraboo Area Fire/EMS Department.

29.01(c) Upon hire, a Firefighter/Paramedic being offered a lateral benefit package will be provided Sick Time in accordance with, Section 11.01.

29.01(d) All Firefighter/Paramedics being offered a lateral benefit package shall serve a one (1) year probationary period as outlined in Section 4.02. Exceptions pertaining to the orientation period (Section 4.11) may be agreed upon by the Employer and the Union.

29.01(e) At no time shall any lateral benefit package play a role in establishing or altering department seniority.

ARTICLE 30

PEER SUPPORT, PHYSICAL FITNESS, & MEDICAL EXAMINATION

30.01 Peer Support. During the term of the Agreement, the Employer and the Union agree to work collaboratively to develop a Peer Support Program. Any agreement between the Parties with respect to this article, shall be memorialized in a Memorandum of Understanding (MOU) signed by both Parties, and attached to this Agreement.

30.02 Medical Examination. Annually, each Member shall be offered a medical evaluation conducted by a licensed medical provider selected by the Employer. The purpose of the Annual Medical Examination shall include, but are not limited to: providing Members with information about their current health, promoting wellness, identifying conditions that may interfere with a Member's ability to safely perform essential job tasks without undue risk of harm to self or others; referring the Member for appropriate further evaluation and treatment; providing Members with information and education about occupational hazards; providing a cost-effective investment in work-related disease prevention, early detection, and health promotion for Members; and complying with federal, state, local and/or other jurisdictional requirements. The examination shall reference *NFPA 1582, Chapter 7, Occupational Medical Evaluations of Members* as a guideline and shall be conducted in accordance with Section 30.05, below.

30.02(a) The examination or evaluation and all records of the examination or evaluation are confidential. A comprehensive report of the medical findings will be provided to the Member for their records and to be shared with healthcare professional(s) of the Member's choosing. No Member shall be requested to sign an authorization to release any medical records to the Employer. No report or records shall be provided to the Employer following the medical evaluation of a Member, including the evaluation of the Member's medical history, physical examination, any laboratory or other tests that may be required and/or collected. If the Employer obtains any records or reports, such records or reports and all copies shall be turned over to the Member and expressly prohibited from any disciplinary action. No result components shall be used to establish any pass/fail criterion, are prohibited from being utilized to make medically fit/unfit determinations and shall not be used to limit participation in the Employer's healthcare provider/insurer/plan.

30.03 Fitness For Duty Examinations. The Chief may require a Member to be examined and approved as fit for duty in those instances where it is reasonably believed that the Member may not be able to fulfill all of the essential duties of the Member's position due to a physical or psychological condition. The Chief shall provide a list, to the Member, of all facts and evidence that support a reasonable belief that the Member may not be able to fulfill all of the essential duties of the Member's position due to a physical or psychological condition prior to or at the time the Member is ordered to submit to an examination. Any examination/ evaluation shall be by a licensed Doctor of Medicine who has been designated by the Employer to provide professional expertise in the areas of occupational safety and health as they relate to emergency services. All costs associated with the examination/evaluation shall be paid for by the Employer.

30.04 Wellness Fitness Initiative and Fitness Assessments. The IAFF/IAFC Wellness Fitness Initiative (WFI) in concert with the NFPA standards identified in this Article are aimed at improving Members' health and wellness. The intent is to reduce the risk and burden of morbidity and mortality while improving the welfare of the members. When implemented as a positive, individualized program that is non-punitive, all results are measured against the individual's previous examinations/assessments and not against any standard or norm.

The parties hereby agree that the Employer shall work cooperatively with the Union to establish and implement a health-related fitness program (WFI) that enables Members to develop and maintain a level of health and fitness to safely perform their essential duties. The intent of this program is to promote health and fitness in a "mandatory, non-punitive" manner. Mandatory, non-punitive, implies a program with universal participation; however, failure to achieve defined individual fitness objectives should not be the basis for any employment sanctions, discipline or other punitive actions.

ARTICLE 31
DISPLAY OF IAFF INSIGNIA

31.01 Display. The IAFF Maltese Cross insignia shall be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters and EMS personnel. It is understood that only active members of the IAFF shall be permitted to place the insignia on their uniform and/or gear. The IAFF Maltese Cross insignia may only be worn or displayed as follows:

31.01(a) Class A or B Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag.

31.01(b) A sign bearing the IAFF insignia shall be allowed to be hung in the apparatus bay and day room(s) of all fire stations, with approval of the Chief. The signs shall be limited to 4' x 4'. The sign shall be removable. Any associated costs shall be funded by the Union.

31.01(c) Plaques and Certificates shall be placed tastefully in the fire station(s) at the Chief's discretion.

ARTICLE 32

FIRE INSPECTOR(S)

32.01 Qualifications. Bargaining unit members shall be given the first right of refusal to fill any vacancies created within the bargaining unit. Members hired to fulfill the position of fire inspector shall be based on experience, seniority, and minimum qualifications as outlined in the District approved position description, to include the completion of certifications outlined in Article 26 and the State of Wisconsin Fire Inspector One Certification.

32.01(a) In the absence of qualified bargaining unit members, lateral hire employees, hired in accordance with Article 29, may fulfill the position of fire inspector upon completion of the orientation period, as outlined in Section 4.11.

32.01(b) As operational needs dictate, one (1) fire inspector shall be assigned per shift, as described in Section 7.05, and placed in accordance with Section 4.09. The fire inspector position shall serve a twelve (12) month probationary period, which shall be expressly limited to the performance of fire inspector duties listed within the District approved position description. If the probationary period is not objectively completed, members shall, for just cause, and based on documented performance deficiencies, be reassigned to their former position without a loss of seniority. Probationary periods relating to lateral hire employees, shall be governed by Article 4.

32.01(c) Should the number of members qualified to fulfill the fire inspector position(s) exceed the operational need, bargaining unit members currently fulfilling the position of fire inspector, shall be given the option to voluntarily request reassignment to another bargaining unit position for which they are qualified. Request(s) for reassignment shall be made in writing to the Assistant Chief of Operations and the Union; any such request shall not be unreasonably denied and based upon operational need. The Assistant Chief of Operations shall issue the decision via written response to the member making the request and the Union. Any such reassignment shall not result in any loss of seniority.

32.01(d) Except in cases of bona fide emergency directly impacting public safety or immediate operational needs, no non-bargaining unit personnel shall be assigned to perform fire inspection duties. The use of non-bargaining unit personnel shall not result in a reduction of inspection opportunities, compensation, or overtime availability for bargaining unit members.

32.02 Compensation. Employees fulfilling the position of fire inspector shall receive compensation for completing routine inspections, non-routine inspections, re-inspections, and all reporting requirements. Compensation will be calculated at the beginning of each month based on the prior month's completed inspections and will be paid on the next due payroll.

32.02(a) Base Compensation. Effective August 2025, employees fulfilling the position of fire inspector shall receive \$7.50 per completed inspection. Effective January 1, 2027, base compensation shall increase to \$10.00.

32.02(b) Inspection Requirement. Inspectors are expected to complete twenty (20) inspections per month, in accordance with the monthly inspection schedule referenced below.

32.02(c) Additional Compensation. For each inspection completed beyond twenty (20) per month, inspectors shall receive \$10.00. Effective January 1, 2027, each inspection completed beyond the above required, shall increase to \$12.50.

32.02(c)(1) For the purposes of compensation, inspections that are unable to be completed due to property owner access issues, weather restrictions, emergency operations, daily staffing or like matters outside the fire inspectors' direct control, shall be timely documented by the inspector and made available upon request; review shall remain non-punitive.

32.03 Duties. All inspections shall be carried out in accordance with the monthly inspection schedule, published, maintained, distributed equitably among all inspectors, by the Assistant Chief of Operations no later than the 1st of each month.

32.03(a) Inspections shall only be required by the Employer on an employee's scheduled shift in accordance with Section 7.05 and completed during the workday hours, generally between the hours of 1300 and 1600, but may be reasonably scheduled outside the workday hours (Section 7.03), excluding holidays, as prescheduled business needs dictate, and advanced notification is provided. Inspections completed during the workday hours shall generally, unless authorized, not impede the fire inspector from participating in any on-duty shift training(s). Fire inspectors shall coordinate with the Duty Officer for inspection-related duties which are scheduled outside the hours listed above.

Fire inspectors shall not be required to complete inspections when mandated to work overtime, in accordance with Section 7.13; however, nothing within this Section shall prevent a fire inspector from voluntarily completing inspections while on any (voluntary or involuntary) overtime assignment(s).

32.03(b) To maintain established staffing levels, as described in Section 7.13, the Employer shall utilize the Duty Officer, or administrative staff (if available) to cover vacancies caused by inspection personnel while completing inspection duties during the workday hours. Personnel utilized for staffing shall be required to fulfill all duties of line personnel, while remaining active in any call rotation listing; any last due reservation relating to call rotation shall be expressly prohibited while included in the daily staffing. Absent any available fill-in personnel listed above, inspections shall be postponed and/or rescheduled, any such occurrences shall be documented by the fire inspector and available upon request.

32.03(c) Fire inspectors not already scheduled to work their normal shift, shall have the first right of refusal for any overtime hours created by the Employer for fire inspections, and/or matters of fire safety and/or public education. Compensation shall be in accordance with Article 7 and found exempt from Section(s) 7.10 and 7.16.

32.04 Lieutenant. Under this Section, the participation of qualified lieutenants in inspection-related duties may be permitted, as authorized by the Assistant Chief of Operations, with time permitting. Compensation for completing duties, shall be in accordance with outlined compensation provided for herein. The participation of a lieutenant in inspection-related duties shall not be used as a means of reduction to the agreed upon fire inspector workload.

ARTICLE 33

PART-TIME STAFFING

33.01 Hour Limitation(s) At no point shall a part-time, paid-per-call, or paid-on-premises employee work more than ninety-six (96) hours in any one calendar month and scheduled in accordance with Article 7; scheduled hours shall be in increments of twelve (12) hour periods, commencing at 0800 or 2000; unless otherwise agreed upon by both Parties.

33.01(a) In the absence of an available bargaining unit member, part-time employees' electing to fill any "short notice opening" in accordance with Section 7.12(a) may do so voluntarily and shall be found exempt from the above outlined monthly hour limitation.

33.01(b) An employees' initial eight (8) hour administrative training period and/or hours scheduled in accordance with Section 7.12(b) and/or Section 7.14, and/or employees attending mandatory training(s) as assigned, shall be found exempt from the above outlined monthly hour limitation.

33.02 No part-time employee shall fulfill the role of fire fighter and/or emergency medical attendant, until the completion of their respective standardized task book(s), as assigned, and verified by the Chief of Training or the Chiefs designee; after a minimum of four (4) twenty-four (24) hour shifts.

33.02(a) Part-time employees assigned to the roll of fire fighter, must attend 50% of the required monthly trainings; failure to attend required trainings or the scheduling of supplemental make-up time(s) with the Chief of training, shall expressly prohibit their abilities to participate in interior fire operations and/or specialty operations. Hours worked in accordance with Section 7.15 shall be found exempt from the above outlined monthly hour limitation.

33.02(b) When possible, part-time employees staffing a 911 ambulance shall be paired with a member of past or present full-time status.

33.03 At no point shall any standard(s) required of a part-time, paid-per-call, or paid-on-premises employee be altered, waived or differ from that required of a bargaining unit member.

33.04 Irrespective of any above outlined monthly hour limitations and/or applicable exemptions, at no point shall a part-time employees' total compensated hours exceed 1,200 within a 12-month rolling calendar. As it relates to total compensated hours, the Employer agrees to provide notification to the Union, upon request.

ARTICLE 34

LIEUTENANT

34.01 Lieutenant Position. Bargaining unit members shall be given the first opportunity to fill any vacancies created within the bargaining unit. Members promoted to the Lieutenant position, shall be based on experience and minimum certification level of Paramedic and State Fire Fighter I. Additional qualifications may be set by the Employer and shall be obtained within twelve (12) months of appointment.

For Contract Year 1 (2025) and Year 2 (2026), Lieutenants shall be compensated at the employees' current (December 2024) step of the Lieutenant wage scale as described in Appendix A and will not receive an anniversary/step adjustment or cost of living adjustment. For Contract Year 3 (2027), Lieutenants will receive a step increase on the wage scale described in Appendix A.

The initial duties and responsibilities will be established by the Employer and agreed upon by both Parties prior to implementation. One Lieutenant shall be assigned per shift in accordance with *Section 4.09*. Employees shall serve a twelve (12) month probationary period, with their assigned Captain providing written monthly progress reports. Upon completion of the probationary period, the employee will receive a performance evaluation from the Chief or their designee. If the probationary period is not successfully completed, employees shall be returned to their former position. The probationary period described above shall be expressly limited to the performance of assigned duties and not associated with subsidiary probationary language listed herein.

When required, the Lieutenant shall cooperate with initiating and/or investigating disciplinary action(s), however, at no point shall they be tasked with executing disciplinary measures.

In the absence of a shift Captain **and** Lieutenant, bargaining unit members holding the position of Lieutenant may be mandated apart from any established rotational Mandatory Overtime List (*Section 7.13*), with all additional provisions listed within *Section 7.13* remaining compulsory.

ARTICLE 35

DURATION OF AGREEMENT

35.01 This Agreement shall be effective the first (1st) day of January 2025 and shall remain in full force and effect until its expiration date of December 31, 2027, unless expressly provided otherwise. On or before June 1, 2027, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. 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 provided above, this Agreement shall automatically be renewed for successive one (1) year terms thereafter. On or before June 1st of any successive one-year term, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. It is agreed that should a successor Agreement be delayed past the above referenced expiration date the parties shall comply with their status quo obligations until a successor Agreement is reached whether voluntarily or through an arbitration award in accordance with Chapter 111.70 Wis. Stats.

SIGNATURE(S) OF AGREEMENT

In witness wherefore, the parties hereto have executed this Agreement on this 23rd day of October, 2024.

<u>Baraboo Area Fire & EMS District</u>	<u>IAFF Local 5429</u>
Joel Petty, Commission President	Spencer Nett, President
Kevin Stieve, Fire Chief	Sawyer Schmitt, Vice President
Caleb Johnson, EMS Chief	Trevor Hinze, Secretary/Treasure

APPENDIX A

WAGES

2025 & 2026 Wage Scale:

<u>Position</u>	<u>Probationary</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>
<u>EMT Basic</u> Hourly: Yearly:	\$21.33 \$47,693.88	\$22.03 \$49,259.08	\$22.73 \$50,824.28	\$23.43 \$52,389.48	\$24.13 \$53,954.68	\$24.85 \$55,564.60
<u>Advanced EMT</u> Hourly: Yearly:	\$22.40 \$50,086.40	\$23.13 \$51,718.68	\$23.88 \$53,395.68	\$24.61 \$55,027.96	\$25.35 \$56,682.60	\$26.08 \$58,314.88
<u>Paramedic</u> Hourly: Yearly:	\$29.46 \$65,872.56	\$30.75 \$68,757.00	\$32.03 \$71,619.08	\$33.33 \$74,525.88	\$34.61 \$77,387.96	\$35.90 \$80,272.40
<u>Critical Care</u> Hourly: Yearly:	\$30.93 \$69,159.48	\$32.29 \$72,200.44	\$33.64 \$75,219.04	\$35.00 \$78,260.00	\$36.35 \$81,278.60	\$37.71 \$84,319.56
<u>Lieutenant</u> Hourly: Yearly:	\$32.48 \$72,617.45	\$33.90 \$75,810.46	\$35.32 \$78,979.99	\$36.75 \$82,173.00	\$38.17 \$85,342.53	\$39.60 \$88,535.54

2027 Wage Scale:

<u>Position</u>	<u>Probationary</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>
<u>EMT Basic</u> Hourly: Yearly:	\$22.40 \$50,086.40	\$23.13 \$51,718.68	\$23.88 \$53,395.68	\$24.61 \$55,027.96	\$25.35 \$56,682.60	\$26.08 \$58,314.88
<u>Advanced EMT</u> Hourly: Yearly:	\$23.52 \$52,590.72	\$24.29 \$54,304.61	\$25.07 \$56,065.46	\$25.84 \$57,779.36	\$26.62 \$59,516.73	\$27.38 \$61,230.62
<u>Paramedic</u> Hourly: Yearly:	\$30.93 \$69,159.48	\$32.29 \$72,200.44	\$33.64 \$75,219.04	\$35.00 \$78,260.00	\$36.35 \$81,278.60	\$37.71 \$84,319.56
<u>Lieutenant</u> Hourly: Yearly:	\$32.48 \$72,617.45	\$33.90 \$75,810.46	\$35.32 \$78,979.99	\$36.75 \$82,173.00	\$38.17 \$85,342.53	\$39.60 \$88,535.54

APPENDIX B
ORIGINAL ISSUE UNIFORM/PPE ITEMS

<u>Uniform Items:</u> (With the exception of the cold weather jacket, all clothing shall be dark navy in color.)	
Four (4) Short sleeved t-shirts One (1) Long sleeved t-shirts (upon request) One (1) hooded sweatshirt (upon request) One (1) Zippered job shirt Two (2) Pairs of duty pants Two (2) Pair of duty shorts (upon request) One (1) Belt One (1) Pair of duty boots / shoes (up to \$300 Biennially) One (1) Short sleeved dress shirt One (1) Stocking cap One (1) Baseball style cap One (1) Fall/Spring-weight jacket One (1) Cold weather jacket with reflective trim One (1) Radio Strap (upon request)	
<u>Fire Fighter PPE (NFPA Compliant):</u> One (1) Turnout coat One (1) Turnout pants One (1) Pair structural firefighting boots One (1) Helmet One (1) Structural helmet light Two (2) Hoods One (1) Pair extrication gloves One (1) Pair structural firefighting gloves One (1) Pair safety glasses One (1) Traffic safety vest with reflective trim One (1) Right angle flashlight	<u>Wildland Fire PPE (NFPA Compliant):</u> One (1) Helmet One (1) Helmet Light One (1) Pair of Goggles One (1) Pair of safety glasses One (1) Face covering/hood One (1) Jacket One (1) Pair of Leather gloves One (1) Pair of pants One (1) Pair of leather boots
<u>Non-Fire Fighter PPE:</u> One (1) Protective coat One (1) Protective pants One (1) Pair of safety glasses One (1) Pair of extrication gloves One (1) Traffic safety vest with reflective trim	<u>Technical Rescue:</u> One (1) Helmet One (1) Helmet light One (1) Pair of safety glasses One (1) Short sleeve yellow shirt One (1) Long sleeve yellow shirt One (1) Pair of rope rescue gloves
All items listed in Appendix B shall be ordered and issued by the Employer. The Employer shall retain ownership of all above listed items during the employees' probationary status. Upon completion of the probationary status, the Employer shall relinquish ownership, to the employee, of any issued duty pants/shorts, duty shoes, and duty belt.	
All issued firefighting PPE shall meet NFPA standard(s) at the time of purchase in accordance with NFPA 1851.	
All listed items shall be maintained and/or replaced by the Employer in accordance with Article 20.	
All items added or not included in the above listing shall be approved by both Parties.	

APPENDIX C
EMERGENCY CONTACT FORM

BARABOO AREA FIRE AND EMS DISTRICT

Line-of-Duty Death



International Association of Fire Fighters, AFL-CIO Local 5429

-CONFIDENTIAL-

Information will be used ONLY in the event of your serious injury or death in the line of duty. Please take the time to fill it out accurately because the data will be of extreme comfort to your family and the District in fulfilling your wishes

PERSONAL INFORMATION				
Last:	First:	Middle:		
Address:	City:	State:	Zip:	
Home Phone:		Cellular Phone:		
EMERGENCY CONTACT 1				
Please identify family members you would like the department to contact. Please list them in order for contact. NOTE: If the contact is a minor child, please indicate the name of the adult contact.				
Last:	First:	Relationship:		
Address:	City:	State:	Zip:	
Home Phone:	Cellular Phone:	Pager:		
Employer:	Address:	City:	State:	
Work Phone:	Is this person your primary beneficiary?			
Special Circumstances (age, health, etc.) or instructions:				
EMERGENCY CONTACT 2				
Please identify family members you would like the department to contact. Please list them in order for contact. NOTE: If the contact is a minor child, please indicate the name of the adult contact.				
Last:	First:	Relationship:		
Address:	City:	State:	Zip:	
Home Phone:	Cellular Phone:	Pager:		
Employer:	Address:	City:	State:	
Work Phone:	Is this person a beneficiary?	Explain:		
Special Circumstances (age, health, etc.) or instructions:				
CHILDREN - NAMES AND D.O.B.				
Please provide the names and date of births of your children:				
	/	/		/ /
	/	/		/ /
	/	/		/ /
DEPARTMENT MEMBERS				
Department member(s) if any, that you would like to accompany the Notification Team to make notifications.				

OTHER ASSISTANCE TO NOTIFICATION

Identify anyone else that you would like to help make the notification (example: bishop, minister, friends, etc.)

Last:

First:

Relationship:

Address:

Home Phone:

Cellular Phone:

Employer:

City:

Work Phone:

Other Information:

FUNERAL/MEMORIAL SERVICES

Do you wish to have a fire service funeral, as established by Department Procedures? _____.
If no, may the District hold a public fire memorial service, if cause of death is L.O.D.D. related? _____.

Disposition: Burial ____ Cremation ____ Other Instructions:

Funeral Home Choice: _____. Cemetery Choice: _____.

Has cemetery plot been purchased?

Do you wish to have an open or closed casket? Visitation: _____. Funeral: _____.

Are flowers to be omitted in lieu of a charity or organization?

If Yes: Please identify charity or organization:

Preference as to who will deliver the eulogy? Please Identify:

Favorite Songs:

Favorite Poems:

Favorite Readings:

Favorite Scriptures/verses:

List preferences for Pallbearers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ARMED FORCES

Are you a veteran of U.S. Armed Services? _____. Please identify which branch? _____.

If entitled to a military funeral, do you wish to have one? _____.

OTHER CRITICAL INFORMATION	
Are you a member of Local Union? _____.	Would you like a union representative at notification? _____.
Do you have a Will? _____.	Do you have a Living Will? _____.
Are you an Organ Donor? _____.	Driver's license indicates that you are an Organ Donor? _____.
Personal Attorney: _____	

INSURANCE BENEFIT & POLICIES	
Please list any insurance policies or death benefits you may have.	
Health Insurance:	Company, Agent & Policy #:
Home or Renters Insurance:	Company, Agent & Policy #:
Automobile Insurance:	Company, Agent & Policy #:
Accident/Umbrella Insurance:	Company, Agent & Policy #:
Life Insurance:	Company, Agent & Policy #:
Life Insurance:	Company, Agent & Policy #:
Death & Disability Insurance:	Company, Agent & Policy #:
Beneficiary: Primary: _____ Secondary _____	
Location of relevant Insurance information:	

FINANCIAL INFORMATION	
Checking:	Company & Account #:
Savings:	Company & Account #:
Mortgage:	Company & Account #:
Personal Loan:	Company & Account #:
Automotive Loan:	Company & Account #:
Stocks and Bonds:	Company & Account #:
Credit Union:	Company & Account #:
Safe Deposit Box:	Location & Account #:

USERNAME AND PASSWORDS

Phone:	
Home Safe:	
Bank:	
Credit Card:	
Email:	
Facebook:	
Instagram:	

SPECIAL REQUESTS & OTHER DETAILS

List any special requests, wishes or additional information that you would like relayed in the event of your death or serious injury:

Employee Signature

____/____/____
Date

Next of Kin Signature

____/____/____
Date

Witness

____/____/____
Date