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AN AGREEMENT

THE MADISON FIRE DISTRICT



and

THE MADISON FIRE FIGHTER'S ORGANIZATION

PART TIME

JULY 01, 2012 TO JUNE 30, 2015

XXX

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Exhibit A 24 Shifted Personnel

ARTICLE I

PREAMBLE

- 1.01 This Agreement was made and entered into by and between the MADISON FIRE DISTRICT, hereinafter referred to as the "Employer" and The MADISON FIRE FIGHTER'S ORGANIZATION, hereinafter referred to as the "Union."

ARTICLE 2

PURPOSE AND INTENT

- 2.01 In an effort to continue harmonious and cooperative relationships between Employer and employees and to insure the orderly and uninterrupted efficient operations of government, the Employer and the Union enter into this Agreement through collective bargaining in order to accomplish the following (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the wages, hours, terms and conditions of their employment; (2) to promote fair, safe and reasonable working conditions; (3) to promote individual efficiency and services to the citizens of the Madison Fire District; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and, (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3

RECOGNITION

- 3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided for in the State Employment Relations Act, for all part-time employees of the Madison Fire District occupying the position of Fire Fighter, EMT-B, EMT-I, EMT-P, Lieutenant and Captain, excluding all full-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.01 Not by way of limitation of the following paragraph, but only to indicate the type of matters or rights which belong to and are inherent to the rights of the Employer, the Employer retains the right to:
- (1) Hire, discharge, transfer, suspend and discipline employees for just cause;
 - (2) Determine the number of persons required to be employed, laid off, or discharged for just cause;
 - (3) Determine the qualifications of employees covered by this Agreement;
 - (4) Determine the starting and quitting time and the number of hours to be worked by its employees;
 - (5) make any and all reasonable rules and regulations;
 - (6) determine the work assignments of its employees;
 - (7) Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
 - (8) determine the type of equipment used and the sequence of work processes;
 - (9) determine the making of technological alternations by revising either process or equipment, or both;
 - (10) determine work standards and the quality and quantity of work to be produced;
 - (11) Select and locate buildings and other facilities;
 - (12) Establish, expand, transfer and/or consolidate work processes and facilities;
 - (13) Transfer or subcontract work;
 - (14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, or processes of work; and
 - (15) Terminate or eliminate all or any part of its work or facilities.
- 4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5

DUES DEDUCTIONS

- 5.01 During the term of this Agreement, the Employer shall deduct regular monthly dues, fees and assessments from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from each paycheck. If the employee's paycheck for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next sufficient paycheck.
- 5.02 The Employer agrees to supply the Union with an alphabetical listing and the amount of the deduction of all employees for each payroll.
- 5.03 A check in the amount of the total dues, fees and assessments withheld from those employees authorizing a dues deduction shall be tendered to the Union's President or Treasurer, within five (5) days from the date of making said deductions.
- 5.04 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article. And the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 6

NO-STRIKE

- 6.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.
- 6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs; the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the Employer is prohibited and not sanctioned by the Union and shall order all employees to return to work immediately.
- 6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of the health, safety and welfare of its citizens and that any violation of this Article would give rise to the irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, and any and all other remedies permissible by law.

- 6.04 The Employer agrees that it will not lock out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed in the event of any violation of this Article, that the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

ARTICLE 7

PERSONNEL FILES

- 7.01 The Employer shall maintain personnel files for each employee and such employee shall have a right to receive a copy of all material to be placed therein.
- 7.02 An employee may review his file upon advance notice to the Chief or in the Chief's absence, the person designated to act on the Chief's behalf. The Employer shall have a representative present while the employee is reviewing his file.
- 7.03 At such time as there is to be an insertion into the employee's file, the employee shall be given a copy of such document and shall be required to sign such document only in acknowledgment that he has received a copy of the document. Items which should otherwise be included in an employee's personnel file shall not be made the basis for disciplinary action against that employee if the employee has not received a copy of such item. The employee may respond in writing to any item placed in his file and may include such response in the file, providing that such response is made within thirty (30) days of the Employer receiving a copy of the material being responded to.

ARTICLE 8

PROBATIONARY PERIOD

- 8.01 All newly hired employees shall be required to serve a probationary period of 365 consecutive days. The probationary period will end at 2200 hours on the 365th day. At that time the employee will have been considered to have completed his/her probationary period and will be moved to permanent status. During said period, the Employer shall have the sole discretion to discipline or discharge such employees. The Employer, at its discretion, may shorten or waive the probationary period but will also maintain the right to lengthen the probationary period equal to the time granted for approved leaves of absence. Approved leaves of absence shall mean any leave time that is granted for illness, injury or personal reasons.

The Employer will provide the names and probationary start dates to the Union within 30 days of their hire.

- 8.02 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of section 8.01.

ARTICLE 9

NON-DISCRIMINATION

- 9.01 The Employer and the Union agree not to discriminate against any employee on the basis of race, color, creed, national origin, age, sex or disability.
- 9.02 There shall be no discrimination by the Employer or any of its agents against any employee because of membership in the Union. Likewise, there shall be no discrimination by the Union or any of its agents against any employee because of non-membership in the Union.

ARTICLE 10

LABOR-MANAGEMENT COMMITTEE

- 10.01 In the interest of sound Labor-Management relations, the Union and the Employer shall meet at agreeable dates and times for the purpose of discussing those matters outlined in Paragraph 10.02. Normally meetings held under this Article shall be held once every four (4) months, unless matters of urgent nature require additional meetings. No more than three (3) representatives of the Union and three (3) representatives of the Employer shall be permitted to attend such meetings, except as otherwise agreed.
- 10.02 The parties shall furnish an agenda to each other and exchange the names of persons who will be attending, prior to the meeting. Subjects that may be discussed at these meetings shall include, but are not limited to the following:
- (a) Discuss the administration of this Agreement;
 - (b) Notify the Union of proposed changes to be made by the Employer which may affect bargaining unit members;
 - (c) Discuss grievances which have not been processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
 - (d) Disseminate general information of interest to the parties;
 - (e) Give the Union representatives the opportunity to share the views of their members and or make suggestions on subjects of interest to their members;
 - (f) Discuss ways to improve safety, efficiency and work performance; and,
 - (g) Consider and discuss training matters.
- 10.03 Employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if the Employer schedules the meeting during the employee's regularly scheduled hours of work.

10.04 Written responses promised by the Employer or Union representatives to items raised by the Employer or Union representatives shall be submitted to the other party's representatives who attended such meetings within fifteen (15) calendar days after such meeting, unless the parties mutually agree to a time extension.

ARTICLE 11

HOURS OF WORK

- 11.01 No employee shall be scheduled to work more than one-hundred and six (106) hours of station duty in a bi-weekly period, without the specific approval of the Fire Chief or his designee. This Article shall not be construed as any guarantee of the hours of work that may be available to any particular employee.
- 11.02 All Employees will be paid a minimum of two (2) hours for all call-ins. All call-ins that exceed two (2) hours will be paid equal to hours actually worked. Employees shall be automatically released from call-in when the incident is closed and the utilized equipment and apparatus is back in service.
- 11.03 All employees will be paid at a rate of one and one-half (1 ½) times their regular hourly rate for all hours actually worked in excess of two hundred and twelve (212) hours in any twenty-eight (28) day work period.
- 11.04 Employees who work the following (9) holidays: Easter Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day shall be paid at time and one-half (1 ½) for all such hours worked during the twenty four (24) hour period 0600 to 0600. This will include District & Shift recalls.

ARTICLE 12

WORK SCHEDULING

- 12.01 Employees, to the extent practical, shall be given the first opportunity to fill any vacant shifts by seniority. However, the Employer reserves the right to refuse an employee's selection of a specific shift or the number of hours to be worked by the employee when such refusal is based upon the overall needs of the Employer.
- 12.02 Once an employee is assigned to a specific shift, the employee is responsible to work the assignment or find an approved replacement.
- 12.03 Excluding Shifted Personnel (24/48)

ARTICLE 13

RATES OF PAY

13.01 The following hourly rates of pay shall become effective on July 1, 2012; 4% year one, 2% year 2 and 1% year three with no wage reopener.

<u>CLASS TITLE</u>	<u>HOURLY RATE OF PAY</u>
Probationary	10.40
Firefighter 5	11.07
Firefighter 4	11.92
Firefighter 3	12.92
Firefighter 2	13.82
Firefighter 1	14.81
Lieutenant	15.77
Captain	16.21

13.02 The following hourly rates of pay shall become effective on July 1, 2013;

Probationary	10.61
Firefighter 5	11.29
Firefighter 4	12.16
Firefighter 3	13.18
Firefighter 2	14.10
Firefighter 1	15.11
Lieutenant	16.08
Captain	16.54

13.03 The following hourly rates of pay shall become effective on July 1, 2014;

Probationary	10.71
Firefighter 5	11.40
Firefighter 4	12.28
Firefighter 3	13.31
Firefighter 2	14.24
Firefighter 1	15.26
Lieutenant	16.24
Captain	16.70

13.04 Paramedics shall receive an additional one dollar (\$1.00) per hour for the length of the three year contract.

- 13.05 Any retroactive wage rate adjustments shall be paid not later than thirty (30) days after the execution of this Agreement to employees who are on the Employer's active payroll on such execution date.
- 13.06 The Employer will evaluate each employee on a yearly basis at or near the time of the employee's anniversary hire date. Any deficiency in an employee's performance shall be brought to the employee's attention at that time so that the employee has an opportunity to improve. Deficiencies that require immediate attention may also result in an intermediate evaluation for documentation purposes. Any rate increase necessitated by a promotion which may result from said evaluation will be made retroactive to said anniversary hire date.
- 13.07 The Employer will compensate all employees for hours spent testifying in court for any and all District-related business. This includes all time spent in preparation and closing of the litigation as requested by the District. This includes subpoenaed actions by the claimant or defendant.
- 13.08 The Employer will compensate all employees for hours spent in any required District business. This includes, but is not limited to requests by the District to appear for: 1) Evaluations; 2) Appearances to the Fire Board; 3) Reprimand or request for information concerning District business; 4) Ancillary membership organization meetings or responses where membership is pre-approved by the District.

ARTICLE 14

LONGEVITY PAY

- 14.01 Effective July 1, 2012, all part-time employees shall receive longevity pay for continuous part-time employment. Such payment shall be paid on the first regular pay date in January. Retirees or employees terminating their employment shall be paid a prorated amount at time of retirement/termination. Said longevity pay will be paid as follows:

In the fifth calendar year following the anniversary date and each year thereafter; the employee shall be paid fifteen cents (\$ 0.15) per hour worked in the prior calendar year;

In the tenth calendar year following the anniversary date and each year thereafter; the employee shall be paid twenty-five cents (\$ 0.25) per hour worked in the prior calendar year;

In the fifteenth calendar year following the anniversary date and each year thereafter; the employee shall be paid thirty-five cents (\$ 0.35) per hour worked in the prior calendar year.

In the twentieth calendar year following the anniversary date and each year thereafter; the employee shall be paid forty cents (\$ 0.40) per hour worked in the prior calendar year.

ARTICLE 15

COURT/JURY LEAVE

15.01 The Employer shall grant leave without loss of pay to an employee for the period of time the employee is required to appear before a court, judge, magistrate, or coroner as a witness on behalf of the Madison Fire District in matter directly related to his job duties as an employee of the Employer. Such leave shall include any time in preparation or as otherwise directed or requested by the Employer.

Employees will not be entitled to court leave when appearing in court for a criminal or civil case, or a commission, board, or other legally constituted body authorized by law to compel the attendance of witness in which the employee is a plaintiff or party to the action or when the case is being heard in connection with the employees' personal matters.

15.02 Any employee who is summoned and actually serves on a jury in a Federal, County, or Municipal Court shall be granted leave and receive his regular pay for time served on hours the employee would have otherwise been normally scheduled to work. Employees shall return to work daily at the conclusion of service.

15.03 Employees shall be required to turn in to the Employer any compensation received from the court for services provided related to court and or jury service set out above.

ARTICLE 16

UNIFORMS AND UNIFORM ALLOWANCE

16.01 The Employer shall furnish to all newly hired employees an initial uniform issue as soon as possible after their employment by the Employer. Such initial issue shall include, but not be limited to the following: four (4) shirts (two (2) of which may be long sleeve), two (2) pair trousers, two (2) T-shirts, one (1) pair sleeping shorts, one (1) pair sleeping sweat pants in the proper size for the employee.

16.02 Upon successful completion of an employee's probationary period, a partial uniform allowance shall be paid to said employee. This allowance shall be based on the employee's previous six (6) months of duty hours worked using the standard formula for calculating uniform allowances as set forth in Section 16.03.

16.03 During the month of December each year, the Employer shall pay to all non-probationary employees, a uniform allowance for the care and maintenance and purchase of additional uniforms in the amount of fifty cents (\$0.50) per hour with a one thousand five hundred (1,500) hour per year cap. Such amount shall be prorated to a lesser amount based on the number of hours the individual employee has worked in the previous twelve

(12) months as it relates to the 1,500 hour standard. Such amounts shall be rounded off to the nearest ten dollars (\$10.00).

- 16.04 In the event that it is required to wear nomex uniforms, the Employer will provide each employee with the standard first issue.
- 16.05 In the event that an employee's civilian clothing or duty uniform become damaged beyond repair and/or cleaning while on duty, the District Fire Chief or his designee, after receipt of the damaged item, will inspect and forward a recommendation to the Fire Board for reimbursement of the damaged item. This includes personal items such as eyeglasses and watches. This replacement cost will be separate from the uniform and maintenance allowance set forth in Section 16.01, 16.02 and 16.03.

ARTICLE 17

DRUG AND ALCOHOL TESTING

- 17.01 The unlawful manufacture, distribution, sale, purchase, possession, or use of a controlled substance, as set out in Section 17.04, is strictly prohibited. An employee who violates this section is subject to discipline up to and including immediate termination from employment, consistent with Article 25, Disciplinary Procedure, and/or referred to an appropriate law enforcement authority.
- 17.02 Drug and alcohol screening/testing may be conducted upon reasonable suspicion that an employee has a controlled substance in their system or is under the influence of alcohol or drugs and/or post accident or event causing injury or loss of time or loss of property. Results of drug or alcohol screening or testing will not be released to a third party except as may be required for administrative proceedings or as required by applicable law. The following procedures shall not preclude the Employer from administrative action based upon the test results.
- 17.03 All drug and/or alcohol screening tests shall be based upon a urine sample and conducted by a certified SAMHSA Agency. In the case of incapacitation, the drug or alcohol screening may be based on a blood sample drawn by appropriate medical personnel. The procedure utilized by the test lab shall include a chain of custody procedures and mass spectroscopy confirmation of any positive initial screening.
- 17.04 Drug screening test shall be given to employees to detect the illegal use of controlled substances as follows:

Alcohol Amphetamines Barbiturates Benzodiazepines Cocaine Methadone
Methaqualones Opiates PCP Propoxyphane THC

Alcohol tests will be give to determine if an employee is impaired (0.02 or greater) while on the job. If an initial drug and/or alcohol screening is positive, a confirmatory test

using the gas chromatography mass spectrophotometry method shall be performed from a portion retained from the original sample. The Employer shall pay for the initial test and its confirmation if positive. The employee may have a second confirmatory test done at a certified SAMHSA Agency of his choosing, at his expense, utilizing a portion retained from the original sample.

- 17.05 If the Employer or his designee orders, the employee shall submit to screening or testing in accordance with the procedure set forth above. Refusal to submit to screening or testing after being ordered to do so may result in disciplinary action up to and including discharge.
- 17.06 The Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.
- 17.07 If the employee refused to undergo rehabilitation or detoxification, or if he fails to complete a program or rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, cost of initial test and its confirmation if positive drug screening tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

ARTICLE 18

FULL-TIME EMPLOYEES

- 18.01 If the Employer establishes full-time firefighter/EMS employment positions, current firefighters who otherwise meet the full-time employment qualifications established by the Employer, shall be given first consideration for employment positions.

ARTICLE 19

GENDER AND PLURAL

19.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural and the words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 20

HEADINGS

20.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section or effect any interpretation of any article or section.

ARTICLE 21

LEGISLATIVE APPROVAL

21.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 22

OBLIGATION TO NEGOTIATE

22.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

22.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

- 22.03 Only upon mutual agreement of the parties may any provision of this agreement be renegotiated during its term.

ARTICLE 23

CONFORMITY TO LAW

- 23.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.
- 23.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts, renders any portion of this Agreement invalid, the remaining portions of this Agreement shall remain in full force and effect as if such invalid portion thereof had not been included herein.
- 23.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative, if possible.

ARTICLE 24

TOTAL AGREEMENT

- 24.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE 25

DISCIPLINARY PROCEDURE

25.01 All non-probationary employees shall have the ability to appeal disciplinary actions of suspensions, reductions in rank or discharge pursuant to the Grievance Procedure herein contained.

25.02 Prior to the imposition of any such disciplinary action, the employee shall have served upon him a Notice of Disciplinary Action which specifies the disciplinary action to be imposed along with the basis for such actions.

25.03 The Employer may only impose such disciplinary action if there is no filing of any grievance or if there is a filing of any grievance only after the conclusion of Step 3 and such disciplinary action shall continue until such time as it may be modified or reversed pursuant to the Grievance Procedure.

25.04 Except for serious infractions, discipline of an employee shall follow the principle of progressive discipline. Disciplinary action may include any of the following actions based on the nature of the offense:

- (a) cautionary warning;
- (b) written reprimand;
- (c) suspension (duration based upon severity of case);
- (d) reduction in rank or position; and,
- (e) discharge.

25.05 Records of prior disciplinary actions shall cease to have effect in the progressive discipline steps as follows:

(a) any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period;

(b) any suspension of three (3) days or less shall cease to have effect after three (3) years from the effective date of suspension, providing there is no intervening disciplinary action during the three (3) year period;

(c) any suspension greater than three (3) days shall cease to have effect after five (5) years from the effective date of the suspension, providing there is no intervening disciplinary action during the five (5) year period.

- 25.06 An employee may place a letter of rebuttal in his personnel file for any cautionary warning, written reprimand, suspension, reduction in rank or discharge.
- 25.07 A non-probationary employee who is summoned to Executive Session with Employer for disciplinary purposes or discussions regarding personnel aspects of the Fire District shall have the right to a Union representative in accordance with law. The employee may waive his right to this representative.

ARTICLE 26

GRIEVANCE PROCEDURE

- 26.01 An employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.
- 26.02 For the purposes of this procedure, that below listed terms are defined as follows:
- (a) *Grievance*- A "grievance" shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation, of only the specific and express written provisions of this Agreement;
 - (b) *Aggrieved Party*- the "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance;
 - (c) *Party in Interest*- A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party;
 - (d) *Days*- A "days" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.
- 26.03 The following procedures shall apply to the administration of all grievances filed under this procedure;
- (a) except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and, a general statement of the nature of the grievance and the redress sought by the aggrieved party;
 - (b) all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any;

(c) if a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2;

(d) the preparation and processing of grievances may be conducted during working hours, subject to the approval of the Fire Chief according to Departmental needs;

(e) nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is consistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings;

(f) the grievant may have no more than two (2) Union representatives represent him at any step of the Grievance Procedure after Step 1;

(g) the existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure;

(h) this procedure shall be available for disputes concerning any type of suspension, demotion or discharge actions to Step 3. The decision of the Employer on any such actions shall be final and not appealable to arbitration, except for discharge actions pursuant to Step 3 of this procedure;

(i) the time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void, if the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement;

(j) this procedure shall not be used for the purpose adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

26.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts

giving rise to the grievance. The Supervisor shall schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's steward, if his presence is requested by the employee, shall discuss the issues in dispute with the objective of resolving the matter informally at which time the Supervisor will provide a written answer to the aggrieved party.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Fire Chief within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give his answer within five (5) days of the meeting. The Fire Chief will have ten (10) days to try and resolve the grievance from the time of receipt unless agreeable to both parties to extend.

Step 3: If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Employer's Clerk within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Fire Board shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Fire Board shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within ten (10) days from the date of the hearing. The Fire Board's decision regarding any type of disciplinary action excluding discharge actions shall be final and not appealable to arbitration. Fire Board decisions regarding discharge actions and contract interpretation disputes only, may be appealed pursuant to the Arbitration Procedure herein contained. However, discharge actions may only be appealed to arbitration by employees who have worked four hundred sixteen (416) hours in the twelve (12) months prior to the discharge action.

ARTICLE 27

ARBITRATION PROCEDURE

- 27.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passes through the various steps by time default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator using the procedure outlined in section 27.07.
- 27.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission

of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

- 27.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by mutual written agreement of the parties.
- 27.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- 27.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a split award the arbitrator's fees shall be split between the parties as determined by the arbitrator.
- 27.06 The arbitrator's decision and award will be in writing and delivered to the parties within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- 27.07 There is hereby created an Arbitration Procedure for the sole purpose of selecting an Arbitrator when needed. Each party will make three (3) selections from the current "SERB Roster of Neutrals". Each party will have the option to reject two (2) of the other party's selections, with the final selection determined by a random draw of the last two (2) selections remaining.
- 27.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided for by the Grievance and Arbitration Procedures herein contained.
- 27.09 This procedure shall be available for disputes concerning discharge actions for only employees who have worked four hundred sixteen (416) hours in the twelve (12) months immediately prior to the discharge action.

ARTICLE 28

EMPLOYEE ASSISTANCE PROGRAM

- 28.01 The Employer shall continue to administer an Employee Assistance program (EAP). The EAP will cover all forms of Substance Abuse. All referral costs of the EAP will be incurred by the Employer if an employee consents to receive assistance from the Employer's referral agency.

ARTICLE 29

MEDICAL INSURANCE

29.01 The Employer shall offer to all employees the option to purchase medical insurance at the Employer's policy rates if available through the Employer's insurance carrier. All costs of the medical insurance will be incurred by the employee.

ARTICLE 30

TRAINING

30.01 The Employer shall provide mileage reimbursement, if using own vehicle, for all business or classes conducted or attended for the Employer at the Federal established rate per mile.

ARTICLE 31

PART TIME REPRESENTATION

31.01 The Employer will institute representation for the part time Madison Fire Fighter's Organization. This representation will consist of a minimum of one (1) part time personnel and (1) alternate. The representative will act as a liaison between the District and the Part Time Organization by attending meetings where policy development or revisions affecting part time operations will be discussed prior to enactment. The representative will be allowed to provide input regarding policy development, policy revisions or actions that directly affect the part-time organization. The part-time representatives will be provided in advance with an agenda of items that may affect part-time policy and/or provide notification if attendance is not required. The Employer reserves the rights to remove any part-time personnel in this part-time position (s) without just cause at any time.

ARTICLE 32

DISABILITY INSURANCE

32.01 The Employer, if available, will offer disability insurance to each employee and all costs of the disability insurance will be incurred by the employee.

ARTICLE 33

Shifted Personnel Position

- 1.0 See additional addendum agreement between the Madison Fire District and shifted Personnel.
- 2.0 See attached Exhibit A

ARTICLE 34

DURATION

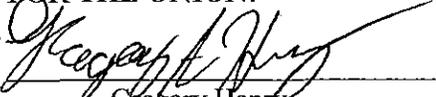
- 34.01 This Agreement shall become effective at 12:01 a.m. on July 1, 2012, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, June 30, 2015.

ARTICLE 35

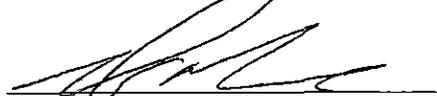
EXECUTION

35.01 IN WITNESS WHEREFORE, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 21 day of November, 2012.

FOR THE UNION:

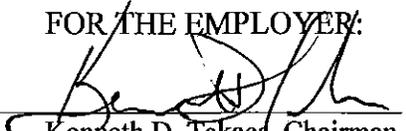


Gregory Henry

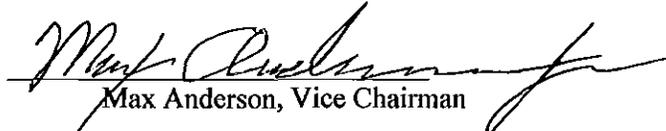


Nickolas Moon

FOR THE EMPLOYER:

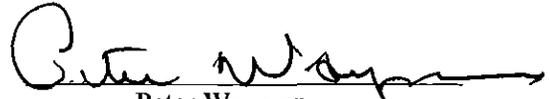


Kenneth D. Takacs, Chairman



Max Anderson, Vice Chairman

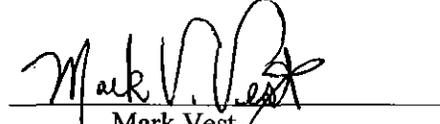
William Brotzman



Peter Wayman



Donald T. Bartlett



Mark Vest

APPROVED AS TO FORM



Law Director

Exhibit A
24 Hour Shifted Position

Requirements for Article 33:

- Assigned two one shift A, B or C Shift
- 53-work week
- Assigned Kelly day during high side hours non-pay
- If the shift assigned falls on Holiday you have to work
- Time off
- Can come in on call in's
- Projects

Shifted personnel will be issued on January 1st of each year of the agreement 48 hours of paid time off to be used for the following situations *Sick Time, Vacation*.

For the initiation of this new article the 48 hours will be prorated to 24 hours from 9-24-2012 until 12-31-2012 and it will be a "use it or lose it" during that calendar year and the duration of the agreement. Effective upon execution of this Agreement Paid Time Off Bank can be used for time off with the following conditions:

Only one shifted person shall be permitted to be scheduled for a time off as long as the employee has given the fire chief at least thirty (30) days written notice of the date and time he desires to take off, and it does not adversely affect the safe operation of the Madison Fire District or staffing.

It will be at the fire chief's discretion if staffing will be effected by this request and may require the position to be filled by another part-time employee (arraigned by person requesting the time off) and that such substitution does not adversely affect the safe operation of the Madison Fire District or staffing.

An employee who is to be absent due to illness/sick may use the Time off Bank hours, shall notify the shift officer in charge of such absence and the reason therefore at least one (1) hour (or sooner) before the start of his work shift each day he is to be absent. In excess of two (2) consecutive twenty-four (24) hour shifts, the Employer shall require such proof of illness as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer.

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Signature of Employee

Date

Fire Chief

Date