LABOR AGREEMENT

BETWEEN

South Area Fire & Emergency Response (SAFER)

AND

International Association of Firefighters (IAFF) Local 5452

July 1, 2024 – December 31, 2026

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THIS AGREEMENT made and entered into by and between the South Area Fire and EMS District (SAFER) as the municipal employer, hereinafter referred to as "Employer" or "District," and the International Association of Firefighters Union Local 5452, hereinafter referred to as the "Union", as the representative of certain employees who are employed by SAFER.

ARTICLE 1 - RECOGNITION

Section 1.01 - The Employer hereby recognizes and acknowledges that Local 5452 is the sole and exclusive bargaining agent for all regular full-time firefighter/EMT employees of the SAFER but excluding all supervisory, managerial, and confidential personnel. Expressly excluded from the bargaining unit is the Chief, Deputy Chief, Fire Marshall, and Battalion Chiefs.

In the event new positions are created or reclassifications occur with respect to existing positions, the inclusion or exclusion of such employees from this collective bargaining unit shall be determined by stipulation between the parties. If such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for a decision.

Section 1.02 - SAFER agrees that it will not discriminate against any employee because of his/her union activities, including representation of himself/herself or other employees on the grievance committee or for engaging in other legitimate union activity.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 2.01 - The Union recognizes the right of the Employer to operate and manage their affairs in all respects in accordance with the Policies of the District, the Constitution of the United States, and the State of Wisconsin and the Wisconsin Statutes.

Section 2.02 - SAFER possesses the sole right to operate the Department government and all management rights repose in it, but such rights must be

exercised consistently with the other provisions of this Agreement. These rights, which are normally exercised by the Chief include, but are not limited to, the following:

A. To direct all operations of SAFER.

B. To hire, promote, transfer, assign and retain employees with SAFER and to suspend, demote, discharge, and take other disciplinary action against employees pursuant to the authority and under the rules and regulations of the Fire Commission.

C. To relieve officers from their duties because of lack of work or for other legitimate reasons.

D. To maintain efficiency of fire department operations entrusted to it.

E. To introduce new or improved methods or facilities.

F. To change existing methods or facilities.

G. To contract out for goods or services.

H. To determine the methods, means, equipment and personnel by which such operations are to be conducted.

I. To take whatever action which must be necessary to carry out the functions of the Department in situations of emergency.

J. To take whatever action is necessary to comply with State or Federal law.

K. To establish work rules.

L. To establish schedules of work.

M. To determine the number, structure and location of departments and divisions within the Department; the kinds and amounts of services to be performed by the Department, and the number and kind of positions and job classifications needed to perform such services.

Section 2.03 - Employees shall comply with all reasonable work rules. A copy of said Rules and Regulations and any changes thereof shall be sent to the Union.

ARTICLE 3 – GRIEVANCE PROCEDURE

Section 3.01 – Definition: The term "grievance" means a dispute between the Employer and the Union concerning the interpretation, application, or violation of this Agreement. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and job classifications established by ordinances and rules which are matters processed under existing conditions.

Section 3.02 – Time Limitations: All days referred to in this Article shall be defined as Monday through Friday, excluding Saturdays, Sundays and holidays listed in this contract. Furthermore, all time limits in this procedure may be extended by mutual agreement of the parties. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacation, etc., these limits may be extended by mutual consent in writing.

Section 3.03 – Settlement of Grievance: Any grievance shall be considered settled at the completion of any Step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one Step to the next.

Section 3.04 – Procedure: A grievance shall be handled in the following manner:

> Step 1: An employee who has a grievance shall within ten (10) working days from the date such grievance arises or from the date he/she knew or should have known of the cause of such grievance, whichever occurs first, report, in writing, such grievance to the Chief or his designee. The Chief or his designee shall respond in writing within ten (10) working days.

If it is a matter which relates to suspension, demotion, discharge or any other discipline, a written request for a hearing under state law, may be submitted to the Chairman of the Fire Commission requesting a hearing. After a matter related to suspension, demotion, discharge, or other discipline is heard by the Fire Commission, the grievant may elect to appeal the decision of the Fire Commission to arbitration as provided under Step 5, below, of this grievance procedure.

Step 2: If the grievance is not satisfied in Step 1, it shall be presented to the Fire Board within ten (10) working days. The Fire Board shall give its decision to the employee within ten (10) working days.

Step 3: If the grievant is not satisfied with the decision in Step 2, he/she may request that the grievance be determined by an arbitrator. Notification of this decision must be sent to the Fire Board within ten (10) days of receiving the answer from the Fire Board or within ten (10) days of when the answer from the Fire Board was due.

Section 3.05 - Arbitration

1. Method of Selection: The Employer and the Union shall use their best efforts to select a mutually agreeable arbitrator. If the Employer and the Union are unable to agree on an arbitrator within ten (10) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of impartial arbitrators employed by the Wisconsin Employment Relations Commission. If neither party requests a list from the Wisconsin Employment Relations Commission within twenty (20) calendar days after the notification of intent to arbitrate, the grievance shall be considered waived. The Union and the Employer shall then alternately strike two (2) parties each on the slate with the Union exercising the first and third strikes. The Union and the Employer shall exercise their strikes within ten (10) calendar days following receipt of the slate from the WERC. The remaining arbitrator on the slate after the strike shall then be notified of his/her appointment in a joint statement from the Employer and the Union.

2. Arbitration Hearing: The arbitrator shall use his/her best efforts to mediate the grievance before the formal arbitration hearing. The parties shall agree in advance upon procedures to be used at the hearing and the hearing shall follow a quasi-judicial format. The arbitrator selected or appointed shall meet with the parties as soon as a mutually agreeable date can be set to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision as soon as possible to both the Employer and the Union which shall be final and binding on both parties. The arbitrator shall have no authority to add to or modify the terms of this Agreement.

3. Decision of Arbitrator: The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the contract in the area where the alleged breach occurred.

4. Cost: Each party shall share equally the costs of the arbitrator. Each party, however, shall bear its own costs for witnesses and all other out-of-pocket expenses including possible attorney fees. Testimony or other participation by employees during arbitration proceedings shall take place outside of working hours, if possible, but in any event such participation shall not be reimbursed nor paid for by the Employer.

ARTICLE 4 – HEALTH & WELFARE INSURANCE

Section 4.01 - Health insurance coverage will be provided to all regular full-time employees. The Employer will contribute eighty-five percent (85%) of the premium as a contribution for coverage to full-time employees with a paramedic license.

Effective January 1, 2025, the Employer will contribute eighty-five percent (85%) of the premium as a contribution for coverage to full-time employees without a paramedic license.

Section 4.02 – Term Life: The Employer shall provide Term Life Insurance to employees in the bargaining unit. The Employer shall pay one hundred (100) percent of the entire premium for the base rate for each employee enrolled in the plan.

Section 4.03 – Conditions of Insurance:

(a) If an employee is granted a leave of absence and desires to have his/her insurance coverage continued, he/she must pay the Employer, from the date of the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence so long as permitted by the carrier and terms of its coverage.

(b) When an employee who has been on leave of absence returns, the Employer shall make its required contribution beginning with the week following the employee's return to work.

(c) If an employee is laid off, on leave of absence, or is disabled because of illness or injury or if an employee is retired, the Employer will accept the weekly contribution from the employee and remit such contribution to the insurance carrier so long as permitted by the carrier and terms of its coverage.

Section 4.04 – Income Continuation Insurance: Employees shall be eligible for income continuation insurance as provided under the Wisconsin Retirement System benefit.

ARTICLE 5 – LEAVE OF ABSENCE

Section 5.01 – Approved Leave: Any employee desiring a leave of absence from his/her employment shall request written permission from the Employer. If granted, Employer shall provide written permission. The maximum leave of absence shall be for thirty (30) days and may, at the sole discretion of the Employer, be extended for like periods. Written permission for extension must be secured from the Employer. The employee must make suitable arrangements for continuation of health insurance payments before any leave

may be approved by the Employer. At the employee's option, any leave of absence taken may be deducted from the vacation credits of the employee taking such leave. Any such leave of absence shall be without pay and no accumulation of benefits during the time off. This section shall apply to any leave of absence made necessary by non-work-related injury or illness. In no case shall a leave of absence be granted for the purpose of accepting other employment or self-employment. The Employer may require, at reasonable intervals, a doctor's statement or other evidence or proof of illness. No employee shall be entitled to a second leave of absence for reasons of health during a three (3) year period subsequent to the last day of his/her last leave of absence for health reasons.

Section 5.02 – Leave for Non-Covered Position: The Union and the Employer may, but are not required, to agree on circumstances under which persons who leave the bargaining unit covered by this agreement but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original bargaining unit. This provision shall apply for one (1) re-entry to the employee.

ARTICLE 6 – NO STRIKE

Section 6.01 – No Strike: The Union agrees for itself and its members that there shall be no direct or indirect picketing, strikes, sympathetic strikes, sit-downs, or concerted acts of work stoppage. The Employer agrees there shall be no lockout during the life of this Agreement; it being the mutual desire of the parties to provide uninterrupted, continuous, and efficient fire protection for the public.

Section 6.02 – Union Action: Upon notification by SAFER to the Union confirmed in writing and stating the facts that certain members are engaged in a violation of this provision, the Union shall immediately in writing order such members to return to work, provide the employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible. Failure

of the Union to issue the orders and take action required herein shall be considered in determining whether or not the Union caused or authorized the strike.

Section 6.03 – Penalties: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the Employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity. In addition to any penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE 7 – UNION ACTIVITY

Section 7.01 - The Union shall be required to provide written notification to the Chief within seven (7) days following the election or selection of Union officers, stewards, or other Union officials. All bargaining sessions, union business and all hearings on grievances, if possible, shall be held outside the normal workday.

Section 7.02 – The Union shall have the right to post Union material on a designated portion of a bulletin board on the employer's premises. The posting of information shall be limited to notices of Union meetings, notices of Union elections, notices of Union appointments, results of Union elections, and notices concerning bona fide Union activities.

Upon written notice from the Fire Chief, the Union shall promptly remove from such bulletin board any material which is libelous, slanderous, scurrilous, or which violates any Department Rules and Regulations. The District will retain ownership of the bulletin board and in the event the Union fails to remove materials in violation of this Article, the District reserves the right to remove such bulletin boards.

Section 7.03 – Union Meetings or meetings with the employees' representative for purposes of collective bargaining or adjusting grievances may be attended by employees during work hours without loss of pay subject

to recall to work and provided that such employees do not hamper the efficient operations of the District.

Section 7.04 – The Union shall be allowed to hold meetings at the Fire District Building. In the event on duty union members desire to attend the union meeting, they must be able to respond to any call for service or accept assignment as needed for service. There shall be no compensation for the time spent at the meetings away from the fire district. The intent of the parties is that the activities of the District will not be disrupted or that the efficiency of operations will not be impaired.

ARTICLE 8 – PROBATIONARY PERIOD

All new employees shall serve a probationary period of twelve (12) months from the date of hire. During the probationary period, the employee shall accrue no seniority rights and shall be subject to termination for any reason without recourse to the grievance procedure. Upon successful completion of the probationary period, seniority shall accrue to the most recent date of hire.

The Employer may extend the probationary period for an additional six (6) months if deemed necessary. The Union will be advised of the extension of the probationary period.

In the event of a promotion, the promoted employee shall serve a probationary period of twelve (12) months after the effective date of the promotion. In the event the employee does not successfully complete the promotion probationary period, the employee will be returned to his/her former position within the Department.

ARTICLE 9 – MILITARY LEAVE

Employees who are members of the Officers Reserve Corps, enlisted Reserve Corps, Naval Reserve Corps, Marine Reserve, National Guard, State Guard, Air Force Reserve, or any other reserve component of the military or naval forces of the United States or the State of Wisconsin, shall be granted leave of absence, if required, to participate in summer encampment training duties.

Such employee shall be paid the difference, if any, between his/her regular rate of pay and his/her military pay, for the period involved not to exceed two (2) weeks in any calendar year. In the event of a national or state emergency, such an employee may take an extended leave of absence without pay if ordered to active duty without loss of seniority. SAFER shall allow any employee on Military Leave to continue his/her Medical, Dental, and Life Insurance coverages; however, the employee shall pay the full cost of such participation.

In the event an employee receives orders to report for duty, the employee shall provide notice of orders to the Fire Chief as soon as possible.

ARTICLE 10 – JURY DUTY

Employees covered by this agreement who serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal shall be paid the difference between the jury or witness duty fees and their regular earnings. Employees, when released from jury or witness duties shall immediately return to their job and complete the scheduled workday. Employees shall not be entitled to overtime under this provision, unless the employee is testifying for the Department on a non-workday.

In the event an employee receives an order from the court that the employee should not return to work due to continued service on the jury, the employee shall notify the Fire Chief of the court order and is not required to report for duty.

ARTICLE 11 - RETIREMENT CONTRIBUTION

Each employee shall be a participant in the Wisconsin Retirement State Retirement Plan as provided by Wisconsin Statutes and rules promulgated by the Wisconsin Employee Trust Fund Board. The Employer will pay up to the employer-required contribution to the Retirement Plan.

ARTICLE 12 - MILEAGE REIMBURSEMENT

When an employee is approved to use his/her personal vehicle for Fire Department business, the Department shall pay the then established IRS rate per mile for all miles travelled on behalf of the Department.

ARTICLE 13 - DUES DEDUCTION

Section 13.01 – The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Union and non-Union, fairly and equally. No employee shall be required to join the Union.

Section 13.02 – The District agrees that effective _____, it will deduct from the monthly earnings of all employees who are members of the bargaining unit and who have executed a voluntary dues deduction authorization, the amount certified by the Union to the Fire Chief, such amount being the monthly dues certified by the Union as the current dues uniformly required of all members, and any such amount will be sent to the Treasurer of the Union on or before the end of the month following the month in which such deduction is made.

Section 13.03 – For the purpose of this Article, the bargaining unit shall consist of those employees classified as firefighters/EMTs, engineers, lieutenants, or captains. The liability of the District to the Union is limited to the collection of the funds as herein specified and remittance to the Union in accordance with the procedure set forth in this Section.

Section 13.04 – The Union shall defend, indemnify and save the District harmless against any and all liability which may arise on behalf of the District as a result of compliance with this Article by the District. Upon receiving notice of any claim or complaint against it, the District shall notify the Union in writing and request that the Union assumes the defense of such claimed liability.

Section 13.05 – Deductions will be made or terminated by the employee

giving thirty (30) days written notice to the Fire Chief and the Union effective as of the pay period following the thirty (30) days.

(only if voluntary settlement is reached)

ARTICLE 14- FUNERAL LEAVE

In the event of death in the family, an employee shall be granted time off with pay to attend funerals. Two (2) days shall be granted for immediate family defined as the employee's spouse, children, stepchildren, parents, stepparents, brothers and sisters.

One day shall be granted for other family members defined as grandchildren, grandparents, and the spouse's parents.

Leave time for a funeral shall be twenty-four (24) hour days unless the death occurs on the day that employee is on duty, in which case any hours remaining shall be included. Such leave shall start within thirty (30) calendar days of the death.

If the employee is requested to be a pallbearer, the employee may attend the wake or funeral, but not to exceed an eight (8)-hour-absent-from-work period.

Attendance at the funeral shall require notification and approval of the Chief or their designee but should not be unreasonably withheld. The employee may take sick leave in addition to the 8-hour absence to attend the funeral and must report for duty immediately thereafter, and in no case should this period exceed 24 hours.

It is understood that time off may not be enough time for the wellness of the employee to return to work. In that event, the employee may request sick leave to be utilized for additional time off subject to approval from Administration.

ARTICLE 15 - SENIORITY

Section 15.01 - Definition of Seniority: Seniority for the purposes of this Agreement shall be defined as follows:

1. District Seniority Defined: District seniority shall be defined as the length of continuous service as a regular employee since the employee's hire date.

2. Classification Seniority Defined: Classification seniority shall be defined as the length of continuous service in a job classification.

Section 15.02 – Hiring Date Seniority: All employees hired on the same day shall have District and classification seniority according to ranking on the entrance examination. If more than one employee is promoted to a particular rank on the same day, classification seniority shall be determined by ranking on the promotion list.

Section 15.03 - Usage of Seniority

Vacation: For the purpose of determining the amount of vacation for which an employee is eligible, Classification seniority shall be used.

Section 15.04 - Transferred Employee Seniority: Any employee in the bargaining unit transferred voluntarily to a position within the Department which is excluded from the coverage of this Agreement may return to the previous position and the bargaining unit within one (1) year after date of transfer if an opening exists without loss of classification seniority. However, after one (1) year, the employee will no longer accumulate classification seniority so far as the Agreement is concerned.

ARTICLE 16 - WORK HOURS

Section 16.01 – For the term of this Agreement, the annual work year shall consist of two thousand nine hundred twelve (2,912) hours consisting of an average of a fifty-six (56) hour work week. No employee shall be guaranteed

any specific number of hours in any work week.

Section 16.02 - General Overtime Regulations:

Employees shall receive overtime pay based on applicable federal law.

Section 16.03 – The platooning of all employees shall be established by the Fire Chief.

Section 16.04 – The normal schedule for each platoon shall be two (2) days on duty then four (4) days off duty. This sequence of days of work may be modified for individual employees if deemed necessary to ensure proper coverage and service.

Section 16.05 – Compensatory Time:

Full-time employees are eligible for and may bank up to seventy-two (72) hours of compensatory time in lieu of overtime for any hours worked outside of their normally scheduled hours. All hours chosen to be compensated as compensatory time, no matter the FLSA cycle hours worked, shall be banked into the comp time bank at a rate of one and one-half (1 ½) times the actual hours worked, and compensatory time shall be paid at the employee's regular wage.

Comp time shall be banked by sending an email to the Deputy Fire Chief and Administrative Assistant with the date worked, why they worked, and the actual hours worked. Once any individual employee's compensatory time bank maximizes at seventy-two (72) hours, all hours eligible for overtime shall be placed on their paycheck and subject to FLSA overtime rules.

Comp time may be paid on the employee's check. Pay-out requests shall be sent to the Deputy Fire Chief and Administrative Assistant via email. The Deputy Fire Chief and Administrative Assistant shall have up to thirty (30) days to dispense payment.

All employee compensatory time banks shall be paid out by SAFER District, with or without the employee's consent, on the first paycheck in December of

every year, bringing all comp time banks to zero (0) hours. Employees shall not accrue compensatory time in the month of December and shall not carry compensatory time from one calendar year to another.

Comp time may be traded, employee to employee, for any hours worked by email request to the Deputy Fire Chief with all involved parties being copied on the email.

Requesting Compensatory Time Off

Comp time off may be allowed with the following minimal shift standards being maintained in the district: A Battalion Chief or Captain is on duty, an officer or acting officer is on duty at station 1, one paramedic (non-Battalion Chief) is on duty at station 2, one paramedic is on duty at station 1, and one department recognized MPO (motor pump operator) is on duty at each station.

The employee requesting the comp time off must contact (by voice phone conversation only) the Battalion Chief or station 2 officer a minimum of four (4) hours before the time off period. Compensatory time must minimally be taken in one-half (0.5) hour increments. Employees shall not be allowed to cancel compensatory time off once a request has been granted. While utilizing comp time off, employees must be available to report back to duty if comp time is canceled due to the district falling below minimum staffing for any reason.

ARTICLE 17 – TRADES

Section 17.01 - SAFER District does allow employees to trade shifts under specific circumstances. Trades are allowed only for full-time employees during the 12-month (January through December) yearly schedule. Trades shall be made hour for hour or day for day. Employees shall not be allowed to trade more than 240 hours per calendar year.

Employees may request permission for additional hours of trade time in the event of a family hardship.

Section 17.02 - Shift trades may be allowed with the following minimal shift standards being maintained in the District: A Battalion Chief or Captain is on duty, an officer or acting officer is on duty at station 1, one paramedic (non-Battalion Chief) is on duty at station 2, one paramedic is on duty at station 1, and one department-recognized MPO (motor pump operator) is on duty at each station. The trade may not create overtime pay liability.

Section 17.03 - When trading, the following procedure shall be followed:

a. Both parties shall agree to the trade in district software.

b. Employees shall document their time in the payroll software on the dates they are scheduled to be at work, not the dates they are physically at work on a trade.

c. Employees are prohibited from responding to the District for any work request when they are on a trade.

d. If the employee who is supposed to physically work calls in sick, the time shall be applied to that individual's sick time.

e. The employee requesting the trade shall have the time counted to the trade limitation.

ARTICLE 18 - HOLIDAYS

Section 18.01 - There shall be ten (10) holidays based on a twenty-four (24) hour day. The holidays are as follows:

New Year's Day (January 1)
Friday before Easter
Easter Sunday
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day

Christmas Eve
Christmas Day (December 25)
New Year's Eve

Section 18.02 - If an employee works on any of the holidays enumerated above, such employee will be compensated at the rate of time-and-one-half (1 ½) the regular rate of pay.

Section 18.03 - Beginning January 1, 2025, employees shall receive three (3) days of holiday pay in which one (1) can be taken as time-off and the remaining two (2) shall be taken as pay. An employee can elect to have all three (3) days taken as pay.

Beginning January 1, 2026, employees shall receive five (5) days of holiday pay in which two (2) can be taken as time-off and the remaining three (3) shall be taken as pay. An employee can elect to have all five (5) days taken as pay.

Section 18.04 - Holiday pay shall be paid with the first paycheck in December.

ARTICLE 19 - SICK LEAVE

Section 19.01 - Employees shall be eligible for sick leave upon the completion of six (6) months of employment with the District. Should the employee leave employment of the District during their probationary period, the employee shall reimburse the District for sick leave used.

Section 19.02 - Employees shall be granted two hundred and forty (240) hours of sick leave after six months of service.

Section 19.03 - Sick leave is capped at a total of one thousand four hundred forty (1,440) (60 days). Employees earn such leave at the rate of twelve (12) hours per month of regular work.

Section 19.04 - Any employee taking sick leave which, due to illness or injury is of a duration of three (3) or more consecutive workdays shall produce a

doctor's certificate indicating their ability to return to work and perform the duties of his/her job.

Section 19.05 - Upon retirement, as defined by the Wisconsin Retirement System, or if an employee is forced to retire due to medical disability and qualifies for full disability under the Wisconsin Retirement System, a maximum of seven hundred twenty (720) hours (30 days) of accumulated sick leave shall be paid into a Post-Employment Health Plan. This amount is to be calculated at the rate of pay in effect at the time of retirement. An employee must provide thirty (30) days written notice to receive this benefit.

ARTICLE 20 - VACATION

Section 20.01 - Employees shall accrue paid time off on a payroll basis as listed:

Completed Years of Service	Accrued Vacation Benefit	Maximum Accrual
Upon Hire	48 Hours	
After 1 Year	240 hours (9.23 hours)	240 Hours
After 4 Years	288 Hours (11.08 hours)	288 Hours
After 10 Years	348 Hours (13.38 hours)	348 Hours
After 15 Years	408 Hours (15.69 hours)	408 Hours
After 20 Years	468 Hours (18.00 hours)	468 Hours

All vacations shall be scheduled according to the labor-management SOG relating to vacations and holidays to be agreed to by the parties.

Section 20.02 - Vacation picks shall be in accordance with classification seniority. If there is a conflict regarding a specific time for vacation, the most senior employee in that rank shall have preference. Vacation picks will not be allowed to reduce the number of paramedics on duty below the minimum required to staff paramedic units in accordance with State Rule at the time that said vacation is selected.

A vacation pick may be up to but not exceeding two (2) consecutive weeks.

Section 20.03 - Employee will not be forced to take scheduled vacation if on sick or injury leave and is in hospital or under doctor's care.
Scheduled vacations can only be moved with permission of the Chief's designee.

Section 20.04 - Vacation Payout on Termination: Any accrued vacation time to the date of separation shall be paid as long as proper notice is provided. Employee must give a minimum of 30 calendar day notice to receive paid vacation.

Section 20.05 - No more than two (2) employees shall be granted scheduled time off on the same day.

ARTICLE 21 – CALL TIME

Section 21.01 - Full-time employees may respond when off-duty to the following: working structure fire, wildland fire, technical rescue, mass causality event, and inter-facility transfer as part of the IFT crew. Off-duty response in the event of one of the above situations does not require pre-approval by the Fire Chief or Deputy Fire Chief.

Section 21.02 - Off-duty employees shall not respond for standby during normal day-to-day medical calls.

Section 21.03 - Full-time employees shall be paid a minimum of one (1) hour for any off-duty response.

ARTICLE 22 – UNIFORM ALLOWANCE

Section 22.01 - Upon hire, the district shall furnish employees with all structural firefighting PPE (helmet, hood x 2, gloves x 2, jacket, pants, boots), a set of wildland PPE (jacket and pants), two (2) uniform T-shirts, and a probationary job shirt that will be maintained by the employee and turned in once probation is complete. Upon completion of probation, employees shall be furnished with a badge, nameplate, and set of insignia if they are officers.

Section 22.02 - If the employee voluntarily purchases a class A uniform appropriate to their rank, additional badges, nameplates, insignia, and commendation bars shall be provided by the District.

Section 22.03 - In the event a uniform item (including duty-day boots if proper PPE is worn) is destroyed as a result of work being performed for the district, the item shall be replaced at the district's expense. All other uniform items are the responsibility of the employee.

Section 22.04 – Effective January 1, 2025, employees shall receive a bank of $500 for purchasing uniforms on January 1 of every year that is maintained by the Deputy Fire Chief. All uniform money shall be accounted for before December 15th of each year. Any allowance not accounted for before December 15th shall be forfeited. Uniforms are defined in Personal Appearance Policy. Uniforms shall be defined as:

- Class A uniform items (Class A hat, jacket, pants, shoes)
- Class B uniform shirts
- District insignia items (T-shirts, baseball hats, winter hats, job shirts, winter jackets)
- Dark Navy EMS pants/shorts (any brand; jeans, scrubs, leggings, etc. not allowed)
- Black closed toed shoes or boots
- Black socks, black belts
- Firefighting & EMS equipment as approved by the Chief's designee

Section 22.05 - Uniform Allowance Administration:

1. The employee makes the purchase, and an itemized receipt is submitted to the Administrative Assistant and Deputy Fire Chief for reimbursement by district check.

2. The employee purchases with a district credit card and an itemized receipt if submitted to the Deputy Chief and Administrative Assistant.

3. If an employee's allotted uniform bank is overdrawn, the employee shall pay back the district by personal check or through wage deduction with the employee's agreement within 30 days.

ARTICLE 23 – ADDITIONAL COMPENSATION

An engineer assigned as acting Captain shall receive additional compensation in the amount of $1.00 per hour of assignment.

ARTICLE 24 – SEPARABILITY, CONDITIONS OF AGREEMENT, AMENDMENTS AND SAVINGS CLAUSE

Section 24.01 – This Agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

Section 24.02 – Neither party to this Agreement waives any rights possessed by it under state or federal laws, regulations, or statutes. It is intended by the provisions of this Agreement that there be no abrogation or limits of the duties, obligations, or responsibilities of the Employer which are now provided for by the State Statutes. In the event of conflict between the provisions of this Agreement and such State Statutes, the latter shall, in all cases, be applicable and shall prevail.

Section 24.03 - The term "employee" or "employees" shall refer to all employees whenever used unless specifically provided otherwise.

Section 24.04 – This Agreement may not be amended, altered, or added to except by the mutual consent of the parties in writing.

Section 24.05 – If any Article of the Agreement or an Addenda thereto should be held invalid by operation of the law or any tribunal of competent jurisdiction, or of compliance with, or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby and the parties shall enter into immediate collective

SAFER DISTRICT
SALARY SCHEDULE

	2024	First Pay Period in 2025	First Pay Period in 2026
Captain	*	$67,733 ($23.2600)	$69,765 ($23.9578)
Lieutenant	*	$64,346 ($22.0968)	$66,276 ($22.7596)
Engineer	*	$61,129 ($20.9921)	$62,962 ($21.6220)
Firefighter/EMT	*	$55,169 ($18.9454)	$56,824 ($19.5137)

*Current individual pay rates

AEMT certified employees shall receive a 1% adjustment.

Paramedic licensed employees shall receive a 10% adjustment.

PARAMEDIC RATES

	First Pay Period in 2025	First Pay Period in 2026
Captain	$74,506 ($25.5859)	$76,742 ($26.3540)
Lieutenant	$70,781 ($24.3100)	$72,904 ($25.0357)
Engineer	$67,242 ($23.0913)	$69,258 ($23.7837)
Firefighter/EMT	$60,686 ($20.8400)	$62,506 ($21.4650)

MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED by and between South Area Fire and Emergency Response District ("SAFER") and SAFER Firefighters Union Local 5452 that the following shall constitute the Agreement between the parties regarding the position of Lieutenant in the Labor Agreement and the understandings between the parties regarding any future positions of Lieutenant under the terms of the Labor Agreement as follows:

- SAFER agrees to continue Lieutenant classification as part of the Labor Agreement in the event the Fire Chief decides to implement a Lieutenant position with clearly defined duties and responsibilities.

- The current employee in the Lieutenant position will continue to receive the pay of the position of Lieutenant and will be assigned duties by the Chief.

- Union will meet with Administration to determine the job description to operate with (Lieutenant vs. Engineer). Current Lieutenant will continue performing assigned special duties (maintenance) as needed by the Department.

- Lieutenant will be compensated as described in the wage schedule for the position.

- This Memorandum of Agreement is effective immediately upon approval by the Fire Chief and the Local Union Bargaining Committee.

Dated this __ day of April, 2024.

SAFER — Fire Chief

SAFER UNION LOCAL 5452 — Glynn Norah - President

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT
AND THE
THE SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT PROFESSIONAL FIRE FIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 5452, AFL-CIO, CLC

This is a Memorandum of Understanding between the South Area Fire & Emergency Response District ("District") and the South Area Fire & Emergency Response District Professional Fire Fighters, International Association of Firefighters Local 5452, AFL-CIO, CLC ("Union"):

Whereas, the parties acknowledge that there is no existing Labor Agreement between the Union and the District, but are operating under a status quo maintenance during negotiations to have an initial collective bargaining agreement.

Whereas, the parties acknowledge that continuing firefighting training, emergency medical training, and other emergency response training is a mutually beneficial priority.

Whereas, the parties further acknowledge and agree that the Fire Chief, or their designee, can approve members of the Union to attend non-mandatory training opportunities, outside of the regularly scheduled hours of work, and when the member agrees to attend the training under the terms expressed in Policy 230 in the SAFER District Handbook.

Now, therefore, the parties agree as follows:

1. Until the effective date of a Collective Bargaining Agreement between the District and the Union, the Parties shall follow Policy 230 in the SAFER District Handbook for applicable training.

2. The Union agrees that there will be no retroactivity for any voluntary training that a member of the Union agrees to attend in accordance with Policy 230 if the future Collective Bargaining Agreement terms are different than the version of Policy 230 that is in effect on the date that this MOU is executed by the Parties.

3. This Memorandum of Understanding is entered into on a voluntary basis and shall not prejudice either party's ability to negotiate terms and conditions of any future Collective Bargaining Agreement between the Village and the Union.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on this 27th Day of June, 2024.

Glynn Novak

Glynn Novak, President
SAFER Professional Fire Fighter
IAFF Local 5452, AFL-CIO, CLC

6-27-2024
Date

Joshua Finke

For the District

06/26/2024
Date

//END//

bargaining for purposes of arriving at a mutually satisfactory replacement for this Article.

ARTICLE 25 - DURATION

This Agreement shall become effective July 1, 2024, and continue until December 31, 2026, and shall be considered automatically renewed from year to year, unless written notice of desire to cancel, amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. In the event such notice is served, the parties shall operate temporarily under the complete terms and provisions of this Agreement until a new Agreement is entered into.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 27th day of June, 2024.

FOR THE EMPLOYER

South Area Fire and
Emergency Response District

BY: _____
Josh Finke
Fire Chief

DATE: 06/27/2024

ATTEST:

FOR THE UNION

International Association of
Firefighters Local 5452

BY: _____
Union President

DATE: 6-27-24

BY: _____
Vice President

DATE: 6-28-24