

**AGREEMENT  
BETWEEN  
TRI-STATE AMBULANCE, INC.  
AND  
SEIU Healthcare Wisconsin CTW, CLC**

**January 1, 2021 - December 31, 2021**

# **AGREEMENT**

## **PREAMBLE**

This Agreement is made and entered into on March 10, 2021 effective, by and between the recognized unit of Tri-State Ambulance, Inc. in La Crosse, Holmen, and Viroqua and Paramedic Primary Service Area facilities, hereinafter referred to as the "Employer" and the Employees in the collective bargaining unit represented by SEIU Healthcare Wisconsin CTW, CLC, hereinafter referred to as the "Union".

## **ARTICLE 1** **CLASSIFICATION/RECOGNITION**

The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining relative to wages, hours, and other conditions of employment for all full-time and part-time employees, hereinafter referred to as "Employees", employed by the Employer at its La Crosse, Holmen, Sparta and Viroqua facilities and Paramedic Primary Service Area in the following job classifications: EMT, Paramedic, and Clerical/Secretarial, including paramedic sub-classifications of Critical Care Paramedic, Corporal, and Sergeant, but excluding all managerial employees, on-call or casual employees, and supervisors as defined in the National Labor Relations Act. Any Employee may be scheduled and assigned to work at any of the Employer's facilities in La Crosse, Holmen, Sparta and Viroqua without reimbursement for travel time or mileage.

"Full-time" Employees are defined as Employees working 2,080 hours or more per calendar year.

"Part-time" Employees are defined as Employees working 1,040 hours or more but less than 2,080 hours per calendar year.

"Casual" Employees are defined as Employees working fewer than 1,040 hours per calendar year. Casual employees are not part of the bargaining unit.

## **ARTICLE 2** **NON-DISCRIMINATION**

Neither the Employer nor the Union shall discriminate against any Employee or applicant on account of race, creed, color, religion, veterans' status, disability, national origin, sex, sexual orientation, marital status, military status, military reserve membership, arrest or conviction record, developmental disability, physical condition, pregnancy, ancestry, age, Union status and/or activity, gender and any other status protected by state or federal law.

## **ARTICLE 3** **MANAGEMENT RIGHTS/COOPERATION**

**SEC. 1** The Employer shall be fair to its Employees and expects and shall receive full cooperation from all Employees in maintaining operating efficiency. The Union agrees that it will cooperate with the Employer and will support the Employer's efforts to secure a full-day's work on the part of every Employee, to eliminate waste and inefficiency, to prevent accident, combat absenteeism and other practices which curtail efficiency, and with the cooperation of the

Employer promote good will between the Employer and its Employees. The Union further agrees that it will not directly or indirectly oppose or interfere with the reasonable efforts of the Employer to maintain and improve the skill, efficiency, and ability of the Employees, and the Union further agrees that it will not in any manner oppose the installation of new and improved methods of Employer operation.

**SEC. 2** Subject to the provisions of this Agreement, the rights of the management of the Employer and the direction of its Employees shall include, but not be limited to the following:

To plan and control Employer functions, to determine Employee qualifications, to hire new Employees, to schedule the working hours of Employees in accordance with this Agreement, to promote, demote, suspend, discipline and discharge Employees for just cause, to establish reasonable work standards for each classification and sub-classification, and to establish new classifications and sub-classifications and rates therefore, provided such rates shall bear a proper relationship to the other classifications and sub-classifications, and provided such rates shall be subject to the grievance procedures. The Employer agrees to notify the Union of any intended new classifications and sub-classifications and rates of pay for them prior to their implementation. The Employer may establish and enforce reasonable work and safety rules and reasonable penalties for violations thereof (Management to give notice to the Union of such rules and penalties), to relieve Employees from duty because of lack of work, power failure, insubordination, or other legitimate reasons, to assign Employees outside of the bargaining unit to such duties as the operation of the Employer may require for legitimate emergency reasons beyond the control of the Employer, to require Employees to work where directed and assigned, to introduce new and improved methods and techniques in Employer management, materials or facilities, to subcontract for work and supplies when and where necessary, and to exercise all other management rights, all of which are reserved and vested exclusively in the Employer, except as specifically modified in this Agreement.

Prior to subcontracting out any bargaining unit work, Employer shall notify the Union forty-five (45) days prior to the proposed effective date of the subcontract. During this forty-five (45) day period, the Union and the Employer shall meet to discuss alternatives to the subcontracting of any bargaining unit work that result in the loss of hours or FTE. Any subcontracting of bargaining unit work will be reviewed quarterly.

The Union may appoint one (1) employee to interview applicants for union assignments, sub-classifications and classifications as defined in Article 12. Union appointed employees will be at the discretion of the Union. A Union appointee shall be notified by email in advance when interview is scheduled. If five (5) days' notice is not possible, the Union appointee will be notified by phone. The Union will inform the Employer of any change of Union appointee by email.

**SEC. 3** The Union agrees that there shall be no strike, sympathy strike, picketing, slowdown, work stoppage or concerted refusal to work overtime during the term of this Agreement or while mutual agreement exists to continue negotiations. It is understood that the Union shall not be held financially responsible for any strike or other interruption of work which is not authorized, called or supported by the Union, if the Union immediately denounces publicly such action and continues to take every step possible to end such strike or other interruption of work.

**SEC. 4** No Employee shall participate in any strike, sympathy strike, picketing, slowdown, work stoppage or concerted refusal to work overtime during the term of this Agreement. Such participation by an Employee shall be just cause for disciplinary action by the Employer up to and including termination.

**SEC. 5** The Employer agrees that there shall be no lockout during the term of this Agreement or while there is mutual agreement to continue negotiations.

**SEC. 6** In the event that any of the provisions of this Agreement shall become invalid or unenforceable by reason of any federal or state laws now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remaining portions hereof.

**SEC. 7** The Employer agrees to maintain one bulletin board for the use of the Union at each location for the purpose of posting notices of Union meetings and other non-controversial material if first approved by the management. The separate bulletin boards shall be at least 24"x 36" in size and in a mutually agreed upon location.

**SEC. 8** There shall be no agreements between an Employee and the Employer unless sanctioned by the Union and the Employer.

**SEC. 9** The Employer will furnish the work site leader of the local Union with the name, address, phone number (home and cell), home email address, job status, shift, job classification and rate of pay at the time of hire of each new employee of the Employer covered by the collective bargaining unit, such information to be furnished following the first pay period after employment.

**SEC. 10** Mutual interest meetings may be requested by either the Union or the Employer upon proper notification and not more frequently than each 30 days unless mutually agreed upon. A Mutual Interest Committee designee will email minutes from the Mutual Interest Meetings to all employees within 48 hours after a meeting.

**SEC. 11** An Employee will have access to information contained in the Employee's personnel file as specified by Wisconsin Law.

**SEC. 12** Monthly Report and Deductions. The Employer will provide a report in electronic spreadsheet format to the Union, Union Staff Representative and Worksite Leaders every month with the following fields: employee number, last name, first name, middle initial, home street address, home city, home state, home zip code, birth date, gender, ethnicity, home phone number, mobile phone number, work email, job classification, shift, department, FTE of record, department seniority, date of hire, pay rate, dues deducted, initiation fees deducted, COPE amount deducted, term date and average hours worked over the preceding four (4) weeks for all employees in Union classifications.

**SEC. 13** Without the Union's consent, the Employer may grant credit for pay purposes to any current and/or new Employee up to a maximum of seven (7) years for work experience outside the Employer. Experience shall be calculated based on length of service, employment status, and call volume of past positions. Experience credit will be calculated using the following formula:

## EXPERIENCE CALCULATOR

RELEVANT EXPERIENCE						
	Years	Status	Svc Level	Score	Service Call Volume Levels	Status
JOB 1				0	1 - >= 10,000 calls annually	1 - FT
JOB 2				0	.5 - 3,000-9,999 calls annually	.5 - PT
JOB 3				0	.25 - <3,000 calls annually	.2 - OC/Volunteer
JOB 4				0		
JOB 5				0		
JOB 6				0		
JOB 7				0		
JOB 8				0		
<b>TOTAL EXPERIENCE</b>				0		

Additional Criteria:

1. If the job requires specific skills or knowledge that an Employee could only acquire by having worked in a health care or related type of environment and the Employee has that experience, then, the Employee will receive 100% of the number of years of calculated experience credit up to a maximum of seven (7) years.
2. If the job requires specific skills or knowledge that an Employee may have acquired in a past employment experience, but the experience is not in a health care or related type of environment, then, the Employee will receive 50% of the number of years of calculated experience credit up to a maximum of seven (7) years.
3. In order to count as a year of experience, whether it is health care related or from some other type of industry, the experience must have been gained within the last seven (7) years of the date the Employee applied for the position.

**SEC. 14** Former Employees, if rehired by the Employer within six months for the same work previously performed, shall be paid at the same rate of pay as when he/she left, provided

the rehired employee has maintained the required skill and capacity. If the previous employee is rehired, Job Classification Seniority shall start over.

**SEC. 15** The Employer and Union agree to make every effort to provide a safe work environment for all Employees in accordance with federal, state, and local standards and regulations.

**SEC. 16** Schedules will be posted at least four (4) weeks in advance for all Employees. If an Employee's schedule is changed, the Employer will notify the Employee within twenty-four (24) hours, of the schedule change by phone or text or through the web-based scheduling application. If the schedule changes will impact the employees' next scheduled shift the Employer will notify the employee via phone or text message only.

**SEC. 17** The Employer will provide on duty coverage and pay for up to four (4) members of the Union negotiation team during collective bargaining negotiation meetings with the Employer.

The Employer will make reasonable efforts to provide on duty coverage for Union Work Site Leaders involved in meetings with the Employer outside of bargaining negotiations. These employees will receive their normal rate of pay (including Overtime if applicable) during any said meeting directly with the Employer.

#### **ARTICLE 4** **ALL UNION SHOP**

4.1 All employees in classifications included in the bargaining unit have the right to voluntarily join the Union. Each Union member shall have the right to fully retain or discontinue their membership. The Employer agrees that it will not solicit or coerce employees to withdraw from the Union membership

4.2 Prohibition of State Law. No provision of this Article shall apply to the extent that it may be prohibited by Wisconsin state law.

4.2 Change in State Law: In the event the Wisconsin law is amended to permit union security the following provisions shall be effective:

All Employees covered by this Agreement shall become and remain members of the Union in good standing as a condition of employment following completion of the probation period specified in Article 5 to the extent of paying initiation fee and periodic membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

#### **ARTICLE 5** **PROBATIONARY EMPLOYEES**

**SEC. 1** New Employees will serve a probationary period of one thousand forty (1,040) hours not to exceed one (1) year beginning with the original date of hire. The Employer may extend this time frame by an additional five hundred twenty (520) hours, not to exceed three (3) months, if needed. If employee's probation is extended, the Union Staff Representative and Worksite Leader will be notified electronically within three (3) working days. Probationary Employees have no rights under this Agreement.

**SEC. 2** Any employee laid off during the probationary period shall begin a new probationary period when and if recalled.

**ARTICLE 6**  
**DUES CHECK-OFF**

**SEC. 1** The Employer shall deduct Union dues, agency fees, and initiation fees from the pay of each Employee who has voluntarily authorized such deductions in writing to the Employer. The Union agrees to hold the employer harmless for any damages arising out of any legal action by an employee contesting the above set forth deduction from the employee's pay.

**SEC. 2** The deductions referenced in this Article shall be made each month and shall be transmitted via electronic fund transfer or paid by check monthly and reported per Article 3, Section 13 with deduction type and amount deducted for each type for each employee. The deductions shall be forwarded to an official designated by the Union to receive such check-off deduction monies.

**SEC. 3** The Employer agrees to deduct and transmit to SEIU Committee on Political Education (SEIU COPE), all monies deducted first two pay periods of each month from wages of employees who voluntarily authorized such contributions on the form provided by the Union for that purpose. These transmittals shall be reported per Article 3, Section 13 with deduction type and the amount deducted for each employee.

**ARTICLE 7**  
**UNION VISITATION**

Any duly authorized Union representative or agent may visit any of the Employer's work sites as defined in the preamble of the collective bargaining agreement, after having first notified the Tri-State Ambulance, Inc. Executive Director or designee via the Medical Communications Center. Any business to be discussed with the Employee will be done in such a manner so as to not disrupt the Employer's operations. The Union may hold Union Membership Meetings at the Regional Operations and Communications Center (ROCC) with at least twenty-four (24) hour notice given to Tri-State Ambulance, Inc.'s Executive Director or designee. The Union may request to the Executive Director or their designee to visit the facility of the employer even at times when there are restrictions on other guests. These requests will be reviewed on a case-by-case basis to ensure safety and will not be unreasonably denied.

**ARTICLE 8**  
**UNION WORK SITE LEADERS**

The Employer recognizes the right of the Union to select a reasonable number of Union work site leaders. The Employer agrees that there will be no discrimination against authorized Union work site leaders because of Union activity. The Union, as soon as possible, will notify the Employer in writing as to the identities of authorized Union work site leaders. The Union will notify the Employer of new or inactive work site leaders within ten (10) business days of the change. Union work site leaders will inform their immediate supervisor before conducting Union business during work time. Work site leaders will document any time over one hour spent on Union business during work time. Work site leaders shall not allow their activities as work site leaders to interfere with or disrupt the performance of work by any employee. Work site leaders shall suffer no loss of pay by participating in such activity while on duty.

**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION**

**SEC. 1** A grievance or alleged grievance occurs only when interpretation and/or application of the Agreement or the rules and regulations of the Employer are at issue. Only designated Union work site leaders shall process grievances during working hours, with pay, Union worksite leaders will e-mail the Executive Director or designee when they wish to conduct Union business during work time. This request shall not be unreasonably denied. Union work site leaders and supervisors will make every effort to cooperate with each other in handling grievances and in promoting harmonious employee/management relations.

**SEC. 2** A Union work site leader shall be allowed to be present and participate at any stage of the grievance or arbitration procedure.

**SEC. 3** Time limits referred to in the procedure may be waived by mutual consent of the parties in writing. Saturdays, Sundays and Holidays shall not be counted with regard to time limits specified in this Article of the Agreement.

**SEC. 4** Grievance Procedures:

Pre-Grievance: Prior to filing a grievance, the employee, worksite leader, or Union Staff Representative may have a meeting with the Employer in an attempt to resolve the issue or concern within thirty (30) calendar days from the date the alleged cause for complaints occurs. If the Union and Employer have a pre-grievance meeting, the response from the Employer shall trigger the timeliness to file a grievance. If the Employer does not respond within seven (7) weekdays from the pre-grievance meeting, the Union may file a Step 1 grievance below. Such grievances shall be considered timely.

Step One: An Employee, a worksite leader, or Union Staff Representative who has a grievance shall submit it in writing to the Employer's Executive Director or designated representative. The scheduling of a grievance meeting will occur within four (4) weekdays. All copies of the grievance document shall be dated. A Union worksite leader will be present at any meeting between the Employer's on-site manager and the Employee concerning the grievance. A written answer shall be given to the Employee, the worksite leader and the Union Staff Representative within four (4) weekdays following the grievance meeting.

Step Two: If the grievance is not settled on the basis of the written answer of the Employer's Executive Director and the Union desires to further process the grievance, the grievance shall be submitted in writing to Gundersen Health Systems Director of Employee and Labor Relations or designated representative within four (4) weekdays after the written answer of the Employer's Executive Director. All copies of the grievance shall be dated. As soon as possible thereafter, but in no event later than the fourth (4<sup>th</sup>) weekday after the submission of the grievance, the parties shall schedule a grievance meeting. Following the grievance meeting, the Gundersen Health Systems Director of Employee and Labor Relations or designee shall answer the grievance in writing to the Union Staff Representative within four (4) weekdays after such meeting and discussion.

Step Three: If the grievance is not settled in Step Two (2) and the Union desires to appeal the grievance to mediation, the Union representative shall give written notice to mediate to the

Gundersen Health Systems Director, Employee and Labor Relations or designee within ten (10) weekdays of the Employer's final answer to Step Two. The said written notice shall specify the grievance to be mediated. The mediator shall be from Federal Mediation and Reconciliation Services. If the grievance is unable to be mediated within thirty (30) days from request, then the Union can appeal the grievance to Step Four (4) without mediation.

Step Four: If the grievance is not settled in Step Three (3) and the Union desires to appeal the grievance to arbitration, the Union representative shall give written notice to arbitrate to the Employees Executive Director or designee within ten (10) weekdays of the mediation session. The said written notice shall specify the grievance to be arbitrated. The arbitrator shall be selected by mutual agreement of the Union and the Employer. If the Union and the Employer cannot agree on an arbitrator, either party may request the Wisconsin Employment Relations Commission to appoint an arbitrator by and from the Commission.

**SEC. 5** The decision of the arbitrator shall be final and binding upon both parties. The expense of the arbitrator, including a fee, if any, shall be borne equally by the parties. Each of the parties shall pay their respective costs of preparation and presentation.

**SEC. 6** The Arbitrator shall limit his or her decision to contract interpretations; the Arbitrator may not amend, add to, or detract from the language in the Agreement.

**SEC. 7** Any grievance not presented in writing under Step One within thirty (30) calendar days from the date the alleged cause for complaint occurs shall be barred.

**SEC. 8** Any grievance not appealed in the time limits in each step in the grievance procedure shall be considered settled on the basis of the last answer by the Employer. Any grievance not answered by the Employer in the time limit shall be settled in the Union's favor. The time limits may be extended in writing by the Employer and the Union representative.

**SEC. 9** Saturday, Sunday and Holidays shall not be included or considered as part of the weekdays in the previous steps with regard to the time frame.

## **ARTICLE 10**

### **LIMITATIONS ON DISCIPLINARY ACTION**

**SEC. 1** The Employer shall not warn, suspend, demote and/or discipline or discharge any employee except for just cause. Normally, the Employer will utilize a system of progressive discipline to modify behavior. However, the Employer reserves the right to determine the appropriate level of discipline to be issued given the facts and circumstances. Such reservation in no way limits the ability of the Union to grieve the question of appropriate level of discipline. If the Employer suspends, demotes and/or discharges an employee the Employer shall notify the Union representative, Worksite Leader in writing, at the same time notification is given to the affected employee. Notification will include the reason(s) such action was taken. The Employee may make a written response to the formal discipline, which shall be maintained with the discipline in the employee's personnel record

Normal Procedure:

Step 1: Non-Disciplinary Counseling – Allow the employee the opportunity to correct deficiencies.

Step 2: Verbal Warning - the Employer and the Employee will meet to discuss the issue.

Step 3: Written Warning and/or Performance Improvement Plan - a written warning will be issued on the second occurrence of the same or similar issue.

Step 4: Suspension and/or Letter of Reprimand - on the third occurrence of the same or similar issue, the Employee may be suspended up to a maximum of three (3) consecutive workdays without pay.

Step 5: Termination - the Employer will notify the Employee by certified mail or in person of his/her termination. Included in this notification will be the reason(s) why the Employer has taken this action.

**SEC. 2** The Employer shall strive to issue disciplinary action in a timely manner. The Union understands this will customarily require the Employer to take time to complete a thorough but timely investigation.

**SEC. 3** A signed and dated copy of any disciplinary action will be provided to the Employee, Union Work Site Leader, and Union Representative at the time the Employee is disciplined.

**SEC. 4** A Union work site leader and/or Union representative may be present at any of the above steps at the request of the Union member. Should the Employee decline Union representation, he/she will sign a written waiver of representation. The written waiver will be provided to a Union Worksite leader and/or Union Representative.

**SEC. 5** Disciplinary actions less than written warnings/performance improvement plans may not be used as a basis for or evidence in any other disciplinary actions under this agreement more than six (6) months after the initial disciplinary action. Written Warnings and/or Performance Improvement Plans may not be used as a basis for or evidence in any other disciplinary actions under this Agreement more than eighteen (18) months after the initial disciplinary action. Suspensions/Letters of Reprimand may not be used as a basis for or evidence in any other disciplinary actions under this Agreement more than thirty-six (36) months after the disciplinary action

**SEC. 6** The above is subject to the grievance and arbitration sections of this Agreement.

## **ARTICLE 11** **SENIORITY**

**SEC. 1** Employee Seniority.  
Seniority will be viewed in two different ways:

1) Seniority shall apply in the computation wage, of PTO eligibility and accrual rates and other employee benefits based on employee's initial date of hire with the Employer unless specifically addressed otherwise in the collective bargaining agreement.

2) Unless specified otherwise below, seniority used for scheduling will be based off most recent date of hire into a full-time or part-time EMT or a full-time or part-time Paramedic Classification. (Example: An EMT who is transitioning to a Paramedic position. Their scheduling seniority would then be based off the date of the most recent job classification change.) In matters of scheduling, no preference will be given to sub-classifications as opposed to Paramedic, unless the shift need requires the specific skills of a sub-classification.

a. For the purpose of scheduling, if two or more employees have the same most recent date of hire into a full time or part time position, the employee with the least recent date of initial hire will be considered senior. If the employees also have the same date of initial hire, then the seniority will be given alphabetically by the last name at the date of initial hire.

b. If multiple current employees complete an educational program at the same time and have a change in job classification, their seniority date shall be set to the date of their offer letter (if returned to the employer within ten (10) business days). When this happens, the employees will have their seniority within the group based upon their prior seniority date.

**SEC. 2**        Termination Of Seniority. Employee Seniority shall be terminated upon termination of employment or discharge. Seniority shall be terminated for Employees laid off in excess of one year.

**SEC. 3**        Shift Transfers, Transfers, Increases Or Decreases In Authorized Hours. If vacancies occur within the Employee's job classification seniority shall be the governing factor.

#### Promotions

Promotions to sub-classifications shall be granted based on qualifications and experience through an application and interview process. Casual employees will only be eligible for these sub-classifications if no bargaining unit employee is qualified or interested.

Employees will be transferred within 8 weeks of acceptance of a transfer. If the Employer is unable to meet the deadline, the Employer, the Employee, and a Union Representative will meet to collaborate on a transition plan.

Assignments outside of regular job classification duties shall be granted based on qualifications and experience through an application and interview process. Casual employees will only be eligible to apply if no bargaining unit employee is qualified or interested.

**SEC. 4**        Layoffs And Reductions In Force. Any layoff or reduction in force shall occur by Employee Seniority within each job classification unless otherwise agreed upon by the Employer and the Union. The Employer will notify the Union work leader/steward and Union Representative in writing at least 14 days prior to any layoff. Non-bargaining unit employees shall be laid off before any bargaining unit employee.

Subject to the guidelines above, Employees will be laid off in the following order:

1. Part-time Employees.
2. Full-time Employees.

**SEC. 5**      Recall from layoff. If Employees are to be recalled, they will be recalled inversely within the same guidelines. Recalled Employees will be paid at their previous rate of pay, to include any pay increases.

If the Employees have not been informed of a recall date at the time of layoff, they will be expected to report to work within 14 days of recall. Failure to return to work within the periods specified will result in termination of employment in the position and seniority. However, extenuating circumstances such as illness, hospitalization or a death in the family will be taken into consideration with regard to the above period. Notice of recall will be sent by certified mail to the Employees affected.

If the recalled Employees are returned to their same job classification, their seniority will include time previously worked in that job classification.

**SEC. 6**      Casual Status. In the event of a layoff, casual status will be offered to any Full-time Employee first, based on seniority, then to Regular Part-time Employees.

**SEC. 7**      Job/Wage Classifications. Job Classifications are as follows:  
                  EMT  
                  Paramedic

The Paramedic Job Classification shall have the following sub-classifications for wage purposes only:

                  Critical Care Paramedic  
                  Corporal  
                  Sergeant

**SEC. 8**      For Employees who are transitioning from EMT to Paramedic, the Employee's wage will move from their current rate to the next monetary increase in the new Job Classification. (Example: An EMT who has been employed at Tri-State Ambulance for 8 yrs. and is making \$17.74/hr would move to the Paramedic wage scale at the next monetary increase above \$17.74 which would be the two (2) year Paramedic wage of \$18.13).

**ARTICLE 12**

**WAGE SCALE and STIPENDS**

**January 1, 2021 through December 31, 2021**

	Start	After 1 Years	After 2 Years	After 3 Years	After 4 Years	After 5 Years	After 6 Years	After 7 Years	After 8 Years	After 9 Years	After 10 Years	After 11 Years	After 12 Years
EMT	<u>\$14.25</u>	<u>\$14.57</u>	<u>\$15.13</u>	<u>\$15.70</u>	<u>\$16.28</u>	<u>\$16.85</u>	<u>\$17.06</u>	<u>\$17.37</u>	<u>\$17.74</u>	<u>\$18.06</u>	<u>\$18.29</u>	<u>\$18.50</u>	<u>\$19.02</u>
Medic	<u>\$16.87</u>	<u>\$17.46</u>	<u>\$18.13</u>	<u>\$18.93</u>	<u>\$19.76</u>	<u>\$20.58</u>	<u>\$20.80</u>	<u>\$21.17</u>	<u>\$21.62</u>	<u>\$21.93</u>	<u>\$22.29</u>	<u>\$22.77</u>	<u>\$23.17</u>

Hourly Stipends for Sub-classifications for all hours worked **effective first full pay period upon ratification**.

A Corporal stipend shall increase to \$2.00 per hour worked.

B) Sergeant stipend is two dollars (\$2.00) per hour worked.

C) Critical Care Paramedics shall receive \$1.00 (one dollar) per hour. Starts first pay period after ratification. Employees who are assigned to the Critical Care Paramedic sub-classification shall receive both the Critical Care Stipend and, if applicable, the Corporal or Sergeant Stipend. In addition, Critical Care Paramedics and EMT's working a dedicated critical care transfer ambulance shall receive the prevailing Power Truck Day/Night Stipends.

Year 2020 - Hourly Stipend for Power Trucks for all hours worked is: Employees working a dedicated Power Truck shall receive three dollars and twenty-five cents (\$3.25) hourly differential when the unit template is scheduled to start between 06:00 and 10:00 and five dollars and seventy-five cents (\$5.75) hourly differential when the unit template is scheduled to start between the hours of 18:00 to 22:00.

## **ARTICLE 13** **TRANSFER MILEAGE**

All Tri-State Ambulance Paramedics & EMTs

Transfer Coverage – Persons called in for a transfer and who complete the transfer shall receive a Loaded Mile Rate of fifty cents (\$0.50) per mile for transfers over 100 loaded miles and twenty-five cents (\$0.25) for transfers under 100 loaded. This is in addition to their regular and overtime rate. (Per Article 29 of the labor agreement, transfer provisions apply.)

Transfer coverage – Personnel staffing an extra unit with less than 24 hours' notice for the purpose of completing a transfer only.

Definitions:

Transfer Coverage – Persons assigned to a TSA unit for a scheduled Inter-facility Transport.

## **ARTICLE 14** **COURT PAY**

Employees required to testify in a court of law regarding work related events encountered during the course of work for the Employer shall receive their regular hourly rate of pay for time spent at such proceedings. This shall include overtime if appropriate. In addition, all benefits shall remain in full force and effect this time as well.

## **ARTICLE 15** **JURY DUTY**

All Employees will be granted time off when called to serve on a jury in a State, Federal or Local court system. Employees who are called to serve on a jury during their regularly scheduled work hours will be paid their normal pay. Any fees received from the court, with the exception of mileage reimbursement, will be submitted to the Employer.

## **ARTICLE 16** **LEAVES OF ABSENCE**

**SEC. 1**      Family and Medical Leave. The Employer provides family and medical leave to Employees for the purpose of providing time off to handle the serious health conditions of Employees and their immediate families, and to care for newborn children as well as children placed through adoption or foster care. Such leave will be granted within the guidelines of state and federal law. During such leave, all benefits shall remain in full force and effect.

**SEC. 2**      Military Leave. Such leave will be granted within the guidelines of state and federal law.

**SEC. 3**      Bereavement Leave. A paid bereavement leave of thirty-six (36) working hours will be allowed an Employee in connection with the death of the Employee's spouse, child,

parent, sibling, grandparent or grandchild. In-law, domestic partner, and step relationships falling into the previous categories shall be recognized. Requests for time-off for a funeral/memorial service of friends or other relatives will not be unreasonably denied, however this time off will not be paid. Additional unpaid time off may be allowed if there are other extenuating circumstances. Such situations are reviewed on a case-by-case basis by the Employer.

**SEC. 4**        Education Leave. The Employer will provide time off from work for an Employee to continue his/her job-related education. Job-related educational leaves will be reviewed on a case-by-case basis by the Employer. Such requests will not be unreasonably denied.

**SEC. 5**        Injury/Illness Leave. During the period of time which an Employee is on a leave of absence resulting from an injury or illness incurred in the course of employment or arising out of employment with the Employer, the Employee shall accrue seniority and other benefits for up to one (1) year from the date the leave begins. During this period of time, the Employer shall continue payment for insurance coverage (employer share) for the Employee and his/her dependents as identified in this Agreement.

**SEC. 6**        Unpaid Personal Leave. Employees may request unpaid leave time off of up to ninety (90) calendar days in a one (1) calendar year period. These requests will be reviewed on a case-by-case basis by the Employer. This time off may be taken in 12, 24 or entire scheduled shift hours. Requests for time off beyond ninety (90) calendar days will be reviewed on a case-by-case basis by the Employer. Such requests will not be unreasonably denied. During such leave, all benefits shall remain in full force and effect.

**SEC. 7**        Continuation of Benefits. The Employer will pay its share of health and dental insurance for the first twelve (12) weeks of any leave. Employees will pay the entire costs of their insurance thereafter. Except as defined in Section 5 of this article.

## **ARTICLE 17**

### **PERSONAL TIME OFF PTO**

**SEC. 1**        Personal Time Off. The Personal Time Off (PTO) Program is based on a concept of providing a unified number of hours of paid time off duty based on each Employee's length of service and number of hours worked. It combines benefits previously provided for holidays and vacations into a single program without designating what the benefits must be used for. Further, it provides a uniform level of benefits for all eligible Employee classifications.

**SEC. 2**        PTO benefits are provided for all eligible Employees. It also has the effect of providing complete PTO benefits for all hours worked, when an eligible Employee has worked more than one complete year, regardless of anniversary date or season of year.

**SEC. 3**        First Year Employees. Employees, at the beginning of their first year of service, will receive a 22.32-hour load-in of PTO and then will accrue PTO benefits at the rate of .0322 hours of PTO benefit for each hour worked. This will equal 116.02 hours for one year of full-time service (based on a 56-hour average work week) and a pro-rated amount for one year of part-time service. For those full-time Employees working no more than 40 hours per week, this will equal 89.24 hours.

Full-time 56-hour average workweek. After one complete year of full-time service is completed, such Employees will be credited with 111.6 more hours (227.62 less the 116.02 already given) and then will begin to accrue benefits each payday according to the appropriate schedule.

Full-time 40-hour workweek. After one complete year of full-time service is completed, such Employees will be credited with 70.73 more hours (159.97 less the 89.24 already given) and then will begin to accrue benefits each payday according to the appropriate schedule.

Part-time. When one complete year of part-time service (1 or more hours per pay period) is completed, the Employee will be credited with 70.73 hours (159.97 less 89.24) on a prorated basis and then will begin to accrue according to the part-time schedule.

**SEC. 4**      Employees with more than one year of service.

(a) After completing one complete year of service, each Employee who qualifies will begin accrual at the appropriate level on either the full-time or part-time benefit chart.

(b) Accruals will be available electronically.

(c) Full-time Employees averaging 56 hours per workweek will advance to the next benefit level (if appropriate), when a year of service is worked. Full-time Employees who work no more than 40 hours per workweek will advance to the next benefit level (if appropriate), when a year of service is worked.

(d) The following is a summary of the various categories of hours and how they will be treated in accruing benefits:

- (1) All regular hours will accrue benefits.
- (2) All regular PTO hours taken as paid time off will accrue benefits.
- (3) Cash-in of PTO will not accrue benefits.
- (4) Terminal hours or benefits are considered to be a cash-in of PTO and will not accrue additional benefits.

**SEC. 5**      Full-time Benefit Chart

FIRST YEAR EMPLOYEES REFER TO 3.

<b>Length of Service Category</b>	<b>Accrual Rate</b>
1 <sup>st</sup> Year	.0322
2 <sup>nd</sup> Year	.0894
3 <sup>rd</sup> Year	.0965
4 <sup>th</sup> Year	.1001
5 <sup>th</sup> Year	.1072
6 <sup>th</sup> Year	.1144
7 <sup>th</sup> Year	.1180
8 <sup>th</sup> Year	.1216
9 <sup>th</sup> Year	.1252

10 <sup>th</sup> Year	.1323
11 <sup>th</sup> – 14 <sup>th</sup> Year	.1359
15 <sup>th</sup> – 19 <sup>th</sup> Year	.1430
20 <sup>th</sup> – 24 <sup>th</sup> Year	.1502
25 <sup>th</sup> Year & Over	.1609

To calculate the per pay period PTO accrual, multiply the appropriate accrual rate times the number of hours worked, and PTO taken. Example: An Employee in their third year who works 112 hours per pay period: (112 x .0965 = 10.808) 10.808 hours is the amount of PTO the Employee would accrue.

**SEC. 6**      Full-time Benefit Chart (72 to 80 hours per pay period)

FIRST YEAR EMPLOYEES REFER TO SECTION 3.

To calculate the per pay period PTO accrual, multiply the appropriate accrual rate times the number of hours worked, and PTO taken. Example: An Employee in their third year who works 80 hours per pay period: (80 x .0965 = 7.72) 7.72 hours is the amount of PTO the Employee would accrue.

**SEC. 7**  
On-Call Benefit Chart

The Employer will create and maintain a separate PTO bank that allows equivalency for on-call PTO accrual and use. While on-call, employees will earn PTO at their standard accrual rate. These hours earned will have an hourly base equivalent to the standard rate for on-call hour earnings.

Regular PTO: PTO hours earned will be based upon prevailing hourly rate for employee. These hours are subject to cash-in and earning rules set forth in this contract.

On-call PTO: PTO hours earned will be based upon prevailing on-call hourly rate for individual employee. These hours are subject to cash-in and earning rules set forth in this contract.

Example:

Employee works a 12/12 24-hour shift, the first 12 hours at regular pay (or overtime as applicable) and the second 12 hours on-call. The employee has a PTO accrual rate of .120.

- Employee will earn 1.44 hours of regular PTO on the first 12 hours.  $12 \times .120 = 1.44$  hours. This PTO will be placed in the employee's regular PTO bank and be "worth" their prevailing hourly wage.
- Employee will earn 1.44 hours of "on call" PTO on the second 12 hours.  $12 \times .120 = 1.44$  hours. This PTO will be placed in the employee's on-call PTO bank and be "worth" the prevailing on-call rate.
- When this employee uses PTO for a 12/12 24-hour shift, the first 12 hours will utilize 12 hours of regular PTO and the second 12 hours will utilize on-call PTO.

**SEC. 8**      Personal Time Off Use

- (a) Each eligible Employee under this plan is encouraged to use as time off a minimum of 120 hours of PTO each one-year period.
- (b) Each year in the first paycheck in February, any and all accrued PTO hours in excess of 480 hours will be automatically cashed in. This cash-in will not be subject to the 10% employee forfeiture.
- (c) The Employer shall approve PTO requests for vacation on a first come first served basis. In the event more than one employee submits a PTO request for vacation on the same dates, vacation shall be approved on the basis of seniority.
- (d) Employees may request PTO in increments of hours, days or weeks.
- (e) No request for PTO will be unreasonably denied.
- (f) Requests for PTO cash-in in lieu of time off shall be made in writing before the end of the pay period.
- (g) Once PTO is cashed-in by the Employee, it cannot be repurchased. The PTO that an Employee elects to cash-in will be paid at 90% of the value of PTO. The 10% the Employee gives up in order to receive cash will be forfeited to the organization. The Employer will contribute 70% of the cash value of the previous year's PTO forfeited to the organization to a hardship bank. The Employer's maximum contribution to the PTO hardship bank will not exceed ten thousand dollars (\$10,000) at any given time. Employees may donate additional PTO to the hardship bank as desired. This donation is not subject to the 10% cash-in forfeiture. A committee of two (2) administrative employees, two (2) union appointed employees and the Tri-State Medical Director, or mutually agreed upon medical designee, will be established to determine hardship situations. The bank of PTO will be a virtual bank maintained in monetary value and may be allocated by the committee for hours of time off.
- (h) The Employer will not require the Employee to use PTO if they have scheduled hours above their usual hours during the pay week of scheduled absence.
- (i) The Employer will not block/black out PTO days.
- (j) Within ninety (90) days of ratification, the Mutual Interest Committee shall review the PTO policy. The Mutual Interest Committee shall review the PTO policy when template changes occur.
- (k) The employer shall create and incorporate a method in which the following criteria will be met:
  - 1. All day and night Power Truck templated employees will accrue an amount of PTO in a separate bank which will be valued at the prevailing stipend which is \$3.25 per hour worked.
  - 2. When an employee utilizes PTO for their templated Power Truck shifts, both PTO banks will be utilized with the intent that the time off PTO compensation shall equal the base hourly wage plus prevailing stipend, \$3.25 per hour worked.

3. It is understood that this method must follow federal and state rules related to wage and hour and FLSA.
4. The employer will meet with the union to review the options and understanding that the above bullet may change as a result of rules, regulations, and laws. Regardless, the employer will honor the intent of this request to the best of its ability.

The new PTO and accrual process will Begin on May 9, 2021.

## **ARTICLE 18**

### **ON-GOING EDUCATION**

**SEC. 1** Employees are required by federal, state, or local agencies to maintain a minimum licensure/certification standard. The Employee shall be responsible for all costs related to maintaining their individual basic requirements and standards of certification as established by these agencies.

The Employer and/or medical control may require additional certifications for which attainment/maintenance of these certifications will be provided by the Employer. If unable to obtain these certifications through the employer, the employee may be reimbursed by the Employer. The following classes will not need pre-approval if provided for in the primary service area: ACLS, PHTLS, PALS, CPR, EVE, EVOC, National Registry Refresher courses, CCEMTP refresher, and any other required by the Employer.

**SEC. 2** The Employer may assist in the costs of additional education above and beyond the requirements listed in Section 1 (May include, but not limited to: EMS conferences, Experienced Provider AHA Courses, TNCC, and Instructor Level classes).

**SEC. 3** In order to be eligible for reimbursement, Employees will submit a completed Pre-Approval request no less than thirty (30) days prior to the starting date of a class or conference. The Employer will respond within five (5) days of receipt, with an approval or reason for denial. Requests shall not be unreasonably denied.

**SEC. 4** The Employer will reimburse the Employee for reasonable expenses for approved classes / conferences as long as the Employee provides receipts. Employees engaged in the on-going education process shall be paid their regular rate of pay for all times spent in such activity. Reasonable expenses could include but are not limited to: meals, accommodations, travel/transportation expenses, registration fees, and class materials.

## **ARTICLE 19**

### **IMMUNIZATIONS AND TESTING**

**SEC. 1** The Employer will provide, at no cost to the Employee, all immunizations as required or established by any local, state or federal agencies. The burden of proving immunizations is the Employee's responsibility. Employees shall retain the ability to waive immunizations. Employees will be paid a minimum of two (2) hours pay for immunizations which are required by the Employer which cannot be obtained while on duty.

**SEC. 2**      Respirator Fit Testing. In compliance with local, state and federal regulations, the Employer shall adhere to the Occupational Safety and Health (OSHA) Standard 1910.134-Respiratory Protection as indicated. The Employer shall be responsible for establishing and maintaining the respirator protection program, medical evaluations, respirator questionnaires, fit testing, use of respirators, inspection, training and other components listed in the OSHA standard which are identified as the Employer's responsibility. Employees shall follow the grooming standards to allow for proper fit. Grooming standard shall include being clean shaven, or facial hair trimmed to allow proper respirator fit at all times while working for the employer. The Employer shall provide an OSHA approved respirator. Employees will be permitted to use their own Company and OSHA approved respirators. Employee-provided respirators must be kept operational and available for use during all working hours.

**SEC. 3**      Testing. Employees will be paid a minimum of two (2) hours pay for testing (including but not limited to, titers, MMR, lift, Varicella) that is required by the Employer which cannot be obtained while on duty.

## **ARTICLE 20**

### **STAFFING OF PARAMEDIC AMBULANCES**

The Employer shall staff ambulances in accordance with all applicable state, federal or local regulations. The general scope of practice for Tri-State Ambulance will not be lowered. Employees may submit related concerns or queries in writing to their manager. A response shall be provided to the employee within 10 calendar days of receipt of the concern(s) or inquiries.

In the event Management decides to change staffing template in the La Crosse paramedic/paramedic ambulance, Management will consult with the Union at least ninety (90) calendar days prior to making any related changes, During the ninety (90) day period, the parties will consult in good faith for at least two (2), four(4) hour sessions with a Mediator assigned by the Federal Mediation Conciliation Service present for all sessions, at either parties request.

Open shifts will be posted and awarded to Casual Employees first by seniority. If Casual Employees are unable to meet the staffing needs, the extra hours will be made available to Part-time Employees by seniority. If Part-time Employees are unable to meet the staffing needs, the extra hours will be made available to Full-time Employees by seniority.

## **ARTICLE 21**

### **ATTENDANCE AT MEETINGS/TRAINING/CLINICAL**

**SEC. 1**      Employees required to attend mandatory meetings and training clinics shall be paid at their regular hourly rate for all time spent in such activity. This shall also include the payment of overtime if appropriate.

**SEC. 2** Unexcused absences as determined by the Employer may result in disciplinary action. Absences due to FMLA, Military Leave, Bereavement Leave, Education Leave, Injury/Illness Leave, Unpaid Personal Leave, will be an excused absence and not subject to disciplinary action, unless there were options to attend meetings/trainings before and/or after the leave. The employee is responsible for makeup of mandatory training.

**SEC. 3** At times, uniforms may be required for mandatory training or meetings. The meeting or training notice must include if there is a uniform requirement.

**SEC. 4** If an employee is unable to attend a scheduled training due to their existing schedule, a shift substitution allowing them to attend the training shall not be unreasonably denied.

## **ARTICLE 22** **401(K) PLAN**

The Employer will provide a 401(k) plan for all eligible Employees. The employer will offer the same benefit to all eligible Employees. During the term of the collective bargaining agreement and any extension thereof, the Employer will match contributions to the 401(k) plan by an eligible Employee at 100% up to a maximum of three (3) percent and at 50% thereafter up to a total of four (4) % percent of the Employee's annual earnings.

The 401(k) Plan is designed to provide income for retirement. Under this plan, Employees become plan participants after one year in which they must work a minimum of 1000 hours. Employees must be 21 years of age to participate in the plan.

Employees can get into the plan on January 1st and July 1st of any given year. Contribution amounts can be altered monthly. Employees become 100% vested after 5 years in the plan.

## **ARTICLE 23** **SUBCONTRACTING**

**SEC 1.** The Employer may not subcontract union personnel to any other employer, department, or agency without a memorandum of understanding with the union. Any memorandum of understanding for subcontracting must address at minimum: supervision, discipline, compensation, duties, working conditions, hour of work, crew quarters, and equipment and supplies.

**SEC 2.** The memorandum of understanding shall not alter any of the terms and conditions of the collective bargaining agreement for any affected employee.

## **ARTICLE 24** **ON-CALL**

**SEC. 1** Any Employee in an on-call status shall receive two dollars and fifty cents (\$2.50) an hour while on-call. If an Employee is called in to work, the Employee shall be paid his or her regular hourly rate for all hours worked in addition to the on-call rate.

**SEC. 2** On-call Employees will need to be available within 30 minutes from the time the dispatcher pages them or contacts them by telephone. This rule is not applicable to positions designed with scheduled on-call hours.

**SEC. 3** When an Employee is called in, the Employee will be guaranteed two hours of pay at his/her regular hourly rate, in addition to the on-call rate, even if two hours are not needed. This rule is not applicable to positions designed with scheduled on-call hours.

**SEC. 4** No mandatory on-call will be imposed by the Employer on any Employee(s). This rule is not applicable to positions designed with scheduled on-call hours.

**SEC. 5** On-Call. Starts first pay period after ratification. In Viroqua system, an EMT who chooses to remain at the Viroqua station while on-call shall be paid their hourly rate of pay and applicable stipends for all hours worked or on-call. All other on-call who are not at the Viroqua station will remain at the \$2.50/hr.

## **ARTICLE 25** **WORK WEEK/HOURS**

**SEC. 1** Full-time Employees currently working an assigned shift of 24 hours on, 48 hours off will continue to remain on that rotation. Full-time Employees will have the ability to voluntarily leave this rotation at any time but may return if a vacancy occurs.

**SEC. 2** Holiday incentive pay of one and one-half times the normal hourly rate will be paid to all Employees required to work on holidays consisting of the 24-hour period (midnight to midnight) on Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. In addition, holiday pay will be paid on Christmas Eve and New Year's Eve after 6:00 p.m.

## **ARTICLE 26** **INSURANCE BENEFITS**

**SEC. 1** Introduction. The Employer shall continue to provide health, dental, optical, life and AD&D insurance to all eligible Employees. Employees shall be eligible for these benefits on the first day of eligibility for each benefit after 30 days of employment. An eligible Employee is defined as a person who is scheduled to perform the duties of their occupation in their job for at least 36 or more hours per week.

**SEC. 2** Group Health Insurance.

(a) The Employer shall pay seventy-five percent (75%) of the monthly premium cost for all eligible Employees who participate in this plan, with such health insurance to be provided through Quartz Health Plan, Inc.

(b) The Employer shall provide 100% to the Health Reimbursement Account (HRA) for all medical co-pays, co-insurances, and deductibles as listed on the Schedule of Benefits dated January 2019, for the duration of the collective bargaining agreement.

- (c) The Employer shall not provide prescription drug reimbursement.
- (d) The Employer shall reimburse for all emergency department co-pays even if exceeding the maximum HRA yearly contribution.
- (e) Payment or reimbursement shall be made during the next available Accounts Payable cycle after delivery of receipt or bill to the Employer's designated representative.
- (f) The HRA shall not exceed \$1500.00 for single coverage and \$3000.00 for family (or single + dependent) coverage per calendar year.

**SEC. 3**        Group Dental Insurance. The Employer shall pay seventy-five (75 %) of the monthly premium cost on behalf of all eligible Employees who participate in this plan. The Employer may elect to change insurance carriers from time to time; however, the level of benefits shall be equal to or greater than the existing benefits currently being provided.

**SEC. 4**        Life Insurance. The Employer will maintain a life insurance policy on all eligible Employees valued at 1 ½ times their annual salary, to a maximum of \$50,000. The Employer may elect to change insurance carriers from time to time, however, the level of benefits shall be equal to or greater than the existing benefits currently being provided. This plan will be provided at no cost to the eligible Employees.

**SEC. 5**        AD & D Insurance. The Employer shall continue to provide Accidental Death and Dismemberment Insurance to all eligible Employees. This plan will be provided at no cost to the eligible Employees.

**SEC. 6**        Optical Insurance. The Employer shall pay seventy-five (75 %) percent of the monthly premium cost on behalf of all eligible Employees who participate in this plan. The Employer may elect to change carriers from time to time, however, the level of benefits shall be equal to or greater than the existing benefits currently being provided.

**SEC. 7**        Long Term Disability. The Employer will provide payroll deductions for the self-payment of premiums for participants in the Long-Term Disability program.

**SEC. 8**        Short Term Disability. The Employer shall pay seventy-five (75 %) percent of the monthly premium cost on behalf of all eligible Employees who participate in this plan. The Employer may elect to change carriers from time to time, however, the level of benefits shall be equal to or greater than the existing benefits currently being provided.

**SEC. 9**        Changes In Carriers. The Employer will notify the Union in writing prior to any changes in carriers. The Employer agrees to negotiate with the Union over the impact of such change prior to any implementation.

## **ARTICLE 27** **TEACHING**

It is recognized that the Employer provides outreach training to public and private agencies in the form of CPR,-first aid training, etc. Company approved Instructors will be paid for all Company approved classes taught at the rate of twenty-seven dollars (\$27.00) per hour plus mileage reimbursement at prevailing Internal Revenue Service rates (unless a vehicle is provided) and other Company approved expenses.

**ARTICLE 28**  
**UNIFORM ALLOWANCE**

**SEC. 1 UNIFORM ALLOWANCE**

The Employer shall provide each newly hired Employee with required uniforms

4 Shirts	1 Stocking cap
2 Pants	1 Pair of boots
1 Turnout coat	3 T-shirts
Sweater	
1 Baseball hat	

Thereafter, each Employee, excluding office/clerical staff, shall receive an annual uniform allowance as follows:

Full-time	\$400.00
Part-time	\$200.00

This allowance will be held in an account by the Employer. Employees will order uniforms through the Employer and the Employer will deduct the cost of uniforms from the Employee's uniform account. Employees shall be able to submit receipts for uniform items for reimbursement for approved items unavailable through the employer. The Employee's uniform account will be replenished on his/her date of hire anniversary. The Employee will be allowed to carry over up to one hundred and fifty dollars (\$150.00) from the previous year.

**SEC. 2** The Employer shall replace, at its expense and in its reasonable discretion, uniform articles and related parts damaged in the performance of the Employee's duties.

**SEC. 3** The Employer shall have the right to determine when a uniform article is frayed or faded and must be replaced. Except as provided in Section 2, the Employee shall replace the frayed or faded uniform article or related part at the Employee's expense.

**SEC. 4** Helmets will be provided as needed. Upon termination of employment, an Employee shall return to the Employer the Turnout Coat and the Helmet, if provided by the Employer. As well as any company labeled uniform items.

**SEC. 5** The Employer will reimburse employees up to seventy-five (\$75) towards the verified purchase of a stethoscope. The employee will be allowed to utilize additional funds from their uniform allowance for this purchase. Employees will be eligible for the benefit after one year of employment and every 5 years thereafter.

**ARTICLE 29**  
**PRECEPTOR/FTO PREMIUM**

**SEC. 1** Any Employee who works as Preceptor shall receive an additional two dollars (\$2.00) per hour over and above said Employee's base hourly rate of pay. Any Employee who works as a Field Training Officer (FTO) shall receive an additional three dollars (\$3.00) per hour over and above said Employee's base hourly rate of pay. Any Employee who desires to work as a Preceptor or Field Training Officer must first apply for the position. Only those Employees who are actually engaged in the performance of the Preceptorship or Field Training duties will receive this premium.

**SEC. 2** Any Preceptor working with a student in an EMS class will receive the preceptor premium.

**SEC. 3** Any FTO working with an employee in phase I or phase II orientation or on a recognized operational, clinical or patient care related performance improvement plan will receive the FTO premium.

**SEC. 4** While employed by the Employer, no Employee shall disclose to any competitor in the Employer's service area any of the following information: information directly related to matters in litigation involving the company; financial statements; call volumes; response times; pricing; contract terms with third parties; vehicle information including but not limited to mileage and condition; scheduling information; wage scales; and benefits. Nothing contained herein prohibits the disclosure of information in the public domain or information required to be disclosed by law.

**SEC. 5** Casual employees are eligible to work as a Preceptor or as a Field Training Officer (FTO). Employees who reduce to casual status must reapply for FTO or Preceptor positions and will be evaluated annually for proficiency.

### **ARTICLE 30** **GENERAL PROVISIONS**

**SEC. 1** Employees will be allowed to swap, or substitute shifts with other Employees who are qualified to maintain the appropriate skill level of the unit for which they are scheduled. This swap or substitution will not result in unapproved overtime. Employees must receive approval from the Employer prior to any exchange. This request will not be unreasonably denied.

Definitions:

Shift Swap: Two employees who agree to exchange shifts during the same pay period. Shift Swaps generally do not change the amount of hours worked for either employee

Shift Sub: When one employee works hours for a second employee during the same pay period without reciprocation.

**SEC. 2** Due to twenty-four (24) hour shift work and irregular hours of ambulance calls, Employees will be allowed to sleep as needed to stay fit for duty.

**SEC. 3** As a result of this Agreement, no current bargaining unit employee shall suffer a loss in benefits and wages (total compensation).

**SEC. 4** The employer shall keep all stations, furnishings and equipment updated and in good repair. Station conditions will be a standing MIC agenda item and the employer will act on mutually agreed upon items.

Good Repair shall be defined as structurally sound (Example: recliner foot rests that will stay up or a couch where the structural frame is intact), upholstery free of major damage, and beds that provide the support that was intended by the manufacturer. Items such as Mattresses, Recliners, and Sofas that show no physical damage but are worn to the point that comfort cannot be achieved should be replaced.

The process for reporting such things is as follows: Employee will report to the employer about the condition of the item with regards to damage or end of life condition. This report shall either be by email or as a problem report in the current system.

Employer assumes responsibility to fix or replace said item in a timely fashion.

**SEC. 5** Any reference to "days", "business days", or "working days" in this Agreement shall mean the days of the week except Saturday, Sunday and Holidays recognized in Article 25, Section 2 of this Agreement.

**SEC. 6** A Union Representative, appointed by the Union, may request in writing to attend any Board Meeting of Tri-State Ambulance Inc. The Union Representative shall receive at least forty-eight (48) hours' notice of such meeting.

**SEC. 7** Policy changes will be standing agenda items at Mutual Interest Committee meetings.

**SEC. 8** The Employer and the Union shall implement a risk assessment tool within 90 days of ratification. The tool shall be proposed by the Safety Committee and reviewed and approved by the Mutual Interest Committee.

### **ARTICLE 31** **DRUG AND ALCOHOL TESTING**

The Employer will maintain a reasonable suspicion drug and random drug and alcohol testing policy. The policy will follow, at a minimum, Department of Transportation (DOT), federal, state and local published regulations. Regular education regarding the policy will be provided to all Employees. Random drug testing will be done on an ongoing basis and the employer will ensure coverage is provided for the selected employee during testing. The Employer and the Union recognize that the use and abuse of alcohol or controlled substances by Employees presents a serious threat to the safety and health of our Employees, patients, and the general public.

### **ARTICLE 32** **ENTIRE AGREEMENT AND DURATION**

**SEC. 1** This Agreement supersedes any and all agreements, whether written or oral, previously recognized by or entered into by the Employer and the Union. This Agreement contains all of the terms and conditions agreed to by both parties, and the parties acknowledge

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

**SEC. 2** This Agreement shall be in full force and effect as of January 1, 2021 and shall continue thereafter in full force and effect until midnight the 31st day of December 2021 and thereafter on a year to year basis unless written notice of termination of this Agreement is given by either party to the other in writing on or before ninety (90) days prior to the termination date.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands by their duly authorized representatives on the \_\_\_\_ day of \_\_\_\_\_

**TRI-STATE AMBULANCE, INC.**

**SEIU HEALTHCARE WISCONSIN CTW, CLC**

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Michael Mckee  
Vice President  
Tri-State Ambulance, Inc.

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Ramon Argandona  
President  
SEIU Healthcare Wisconsin

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Thomas Tornstrom  
Executive Director  
Tri-State Ambulance, Inc.

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Crystal Martzall  
Project Director  
SEIU Healthcare Wisconsin

---

Eric Ellis  
Operations Supervisor – Logistics & Safety  
Tri-State Ambulance

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Justin Byers  
Committee Member  
SEIU Healthcare Wisconsin

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Jean Muehlenkamp  
HR Program Consultant  
Gundersen Health System

---

Kendal McDonald  
Committee Member  
SEIU Healthcare Wisconsin

---

Randy Young  
Committee Member  
SEIU Healthcare Wisconsin

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James Barloon  
Alternate Committee Member  
SEIU Healthcare Wisconsin

**SEIU Healthcare Wisconsin and Tri-State Ambulance Inc.**

**Memorandum of Understanding  
24/48 Positions**

In the event that Management decides to reduce the number of 24/48 hour positions and such reduction may require a change to current employee's positions, Management will consult with the Union at least thirty (30) days prior to making any changes to the 24/48 hour positions. During this thirty (30) day period, the parties will consult in good faith for at least two (2), two (2)-hour sessions with a Mediator assigned by Federal Mediation and Conciliation Services present for all sessions.