

# **AGREEMENT**

**City of Sun Prairie (Paramedics)**

**and**

**International Association of Fire Fighters Local 311**

**2025-2027**

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**Preamble**

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of December, 2024, at Sun Prairie, Wisconsin, pursuant to the provisions of Chapter 111.70, Wisconsin Statutes, and other applicable sections of the statutes, by and between the City of Sun Prairie, hereinafter referred to as the "City" or the "Employer", and Local 311 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union."

**Purpose of Agreement**

It is the intent and purpose of the parties hereto, that this Agreement constitutes an implementation of the provisions of Chapter 111.70, Wisconsin Statutes, and provides for orderly and constructive employment relations in the public interest, and in the interest of employees hereby covered, and the City as an employer.

**Article 1 – Recognition**

The City recognizes the International Association of Fire Fighters Local 311 as the sole and exclusive bargaining representative for all Regular Full-Time Paramedic employees and all Regular Part-Time Paramedic employees. Specifically excluded from the bargaining unit are Limited-Term, Temporary, and Casual Employees; Confidential, Supervisory, Managerial, and Executive employees; and all other non-paramedic personnel employed by the City.

**Article 2 – No Discrimination**

The Employer and the Union agree that there shall be no unlawful discrimination on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, age, sex/gender, disability, arrest/conviction record, marital status, sexual orientation, gender identity and/or gender expression, political affiliation, results of genetic testing, honesty testing, pregnancy or childbirth, military service, disabled veteran or covered veteran status, service in the U.S. Armed Force, the State Defense force, National Guard of any state, or any reserve component of the United States or State military forces, use or nonuse of lawful products off the employer's premises during nonworking hours, or an individual's affiliation with or perceived affiliation with any of these protected categories. Because of the availability of state and federal forums for the resolution of such complaints of discrimination, it is agreed and understood that the provisions of this article shall not be subject to the arbitration provisions of this Agreement.

40

41 **Article 3 – Amendments, Savings Clause, No other Agreement**

42

43 3.1 - Amendments

44 This Agreement may be amended by mutual consent of the parties. Such  
45 amendment(s) shall be in writing.

46

47 3.2 - Savings Clause

48 A. Each and every clause of this Agreement shall be deemed severable from  
49 each and every other clause of this Agreement, to the end that in the event any clause  
50 or clauses shall be finally determined to be in violation of any law, then, and in such  
51 event, said clause or clauses only, to the extent that any may be so in violation, shall be  
52 deemed of no force and effect and unenforceable, without impairing the validity and  
53 enforceability of the rest of the Agreement, including any and all provisions in the  
54 remainder of any clause, sentence or paragraph in which such offending language may  
55 appear.

56 B. In the event of such contract clause invalidation, both the City and the Union  
57 agree to meet and negotiate a valid clause reflecting the prior intent of the parties, and  
58 absent agreement, follow appropriate resolution procedures.

59

60 3.3 - No Other Agreement

61 The City agrees not to enter into any other Agreement, written or verbal, with Bargaining  
62 Unit personnel, individually or collectively, which in any way conflicts with the provisions  
63 of this Agreement or usurps the Union's representative function.

64

65 **Article 4 – No Strike**

66

67 The Union pledges itself to make every effort to maintain unimpaired emergency  
68 medical service to the community. It shall not cause, nor counsel its members,  
69 individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the  
70 normal functions of the Department, or to refuse to perform any customarily assigned  
71 duties, including overtime, or shall any employee participate in such prohibited activity.  
72 The occurrence of any such prohibited acts or actions by the Union, or its members,  
73 shall be deemed a violation of this Agreement and shall be subject to discipline, up to  
74 and including discharge.

75

76 **Article 5 – Management Rights**

77

78 The Union recognizes the prerogatives of the City, the Fire/EMS Chief, and other  
79 supervisory or management personnel, to operate and manage its affairs in all  
80 respects, in accordance with its responsibilities and the powers of authority which the  
81 City has not abridged, delegated or modified by this Agreement, and such powers or  
82 authority are clearly retained by the City.

83

84

These management rights include, but are not limited to the following:

85

86

1. To plan, direct and control the operation of the work force;

87

88

2. To hire, promote, assign, train or retrain employees;

89

90

3. To determine the size and composition of the work force and to transfer or layoff employees;

91

92

93

4. To establish and enforce reasonable work rules;

94

95

5. To establish and uniformly apply reasonable standards of job performance;

96

97

6. To demote, suspend, discipline, discharge, or take other appropriate disciplinary action against employees, for just cause;

98

99

100

7. To determine to what extent any process, service or activities of any nature whatsoever shall be added, modified, eliminated or obtained by contract with any other employer;

101

102

103

104

8. To schedule overtime as required in the manner most advantageous to the City and in the public interest, consistent with other sections of the contract; and

105

106

107

9. To schedule the hours of work and assignment of duties.

108

109

All of which shall be in compliance with and subject to provisions of this Agreement, and provided that nothing contained herein shall be used by the Employer to discriminate against the Union or any employee.

110

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113

### **Article 6 – Notice of Work Rules**

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When any new work rules, personnel policies, and/or other rules of the department are issued or enacted, a copy of said shall be provided to the Union Steward at the time of issuance or enactment.

116

117

118

119

### **Article 7 – Union Representation, Membership, Dues, Payroll Deductions, City Harmless**

120

121

122

#### **7.1 - Representation**

123

All bargaining unit members retain the right of Union representation on any matters regarding disciplinary action. The Union will represent all of the employees in the bargaining unit, members and non-members, fairly and equally.

124

125

126

127 7.2 - Membership

128 Membership in the Union is not compulsory. An employee may join the Union and  
129 maintain membership therein consistent with its constitution and by-laws. No employee  
130 will be discriminated against in the processing of their membership application,  
131 consistent with Article 2 of this Agreement.  
132

133 7.3 - Dues

134 When authorized by the employee in writing, the City shall deduct from the bi-weekly  
135 earning of each employee in the bargaining unit the amount of bi-weekly dues certified  
136 by the Union Treasurer as the current dues uniformly required of all bargaining unit  
137 members, and forward them to the Union monthly.  
138

139 7.4 - Payroll Deductions

140 The City agrees to establish additional payroll deductions for the Union's voluntary  
141 contribution programs. The Union will administer the program and bear the costs  
142 associated with said programs. The amount deducted shall be a flat dollar amount bi-  
143 weekly as designated by the employee, and provided to the Union under the same  
144 guidelines as dues deductions.  
145

146 7.5 - Hold Harmless

147 The Union agrees to indemnify and hold the City harmless in the event of any legal  
148 controversy with regard to the application of this article.  
149

150 **Article 8 – Union Business**

151  
152 Representatives of the Union having business with officers and members of the Union  
153 may confer with such officers or members during the course of the work day for a  
154 reasonable length of time, provided such activities do not impede the operation of Sun  
155 Prairie EMS and, as much as practicable, prior notice has been given to the Fire/EMS  
156 Chief.  
157

158 The Union may designate a Steward who shall have authority to process grievances.  
159 The Employer agrees that the Steward may be allowed reasonable time to process  
160 grievances, without loss of pay. The union agrees to provide the list of the Steward and  
161 designated negotiators to the City by April 1<sup>st</sup> each year.  
162

163 The Union may designate up to three (3) negotiators who shall be eligible to attend  
164 negotiations of a successor agreement. Of the three (3), only one (1) on-duty negotiator  
165 shall be eligible to attend negotiations without loss of pay. This provision shall apply  
166 regardless of the presence of off-duty members at negotiations. Nothing in this  
167 provision shall be construed to limit the number of off-duty personnel who may attend  
168 negotiations. The on-duty negotiator attending negotiations shall be subject to call as  
169 the needs of the Department dictate.  
170

171 An on-duty Steward requesting leave to process grievance or attend negotiations shall  
172 first secure permission from the Fire/EMS Chief or designee.

173

174 The City shall provide space on the bulletin board at all stations and permit the use of  
175 same for Union announcements. A reasonable amount of time will be allowed members  
176 of the Union to post Union notices and to make necessary phone calls. A reasonable  
177 amount of time, as determined by the Fire/EMS Chief, will be allowed members on duty  
178 to meet and vote in Union elections and referendums, but on-duty personnel shall not  
179 be allowed to leave their assigned duty for this purpose.

180

181 Notices and announcements shall not contain anything political or controversial, or  
182 anything reflecting upon the City, any of its employees or officers, or any labor  
183 organization among its employees. Any notices or bulletins posted shall comply with  
184 applicable laws, rules and regulations of governmental agencies, and the provisions of  
185 this Agreement. No material, notices, or announcements which violate the provisions of  
186 this section shall be posted.

187

188 The union shall have the right to use the City's inter-departmental and electronic mail  
189 systems, subject to any restrictions contained in the City's internal policies for use of  
190 same, for the purpose of communication with employees regarding Union-related  
191 business.

192

193

### **Article 9 – Grievance and Arbitration Procedure**

194

195 A grievance is a complaint by an employee or group of employees for whom the Union  
196 is bargaining agent, which involves the interpretation, application, or enforcement of any  
197 of the provisions of this Agreement. Work rules, personnel policies, and other rules of  
198 the department may be challenged through the grievance procedure on the grounds  
199 that they violate particular provisions of the agreement or that they are unfair,  
200 unreasonable, arbitrary, or discriminatory. When a new work rule, personnel policy or  
201 other rule is enacted, a grievance that such rule or policy is unfair, unreasonable,  
202 arbitrary or discriminatory, on its face, that grievance must be filed within the time limits  
203 set forth below. The time limit for a grievance based on the application of such rule or  
204 policy starts when the rule or policy is applied.

205

206 All grievances must be presented in writing and all replies to grievances shall likewise  
207 be in writing. If an employee files a grievance their work status will not be affected in  
208 any way by reason of filing the grievance.

209

210 All written grievances shall contain the name of the aggrieved party or parties, a clear  
211 statement of the grievance, the issue involved, the contract provision(s) alleged to have  
212 been violated or involved, the date the incident took place, the remedy requested,  
213 signature of the grievant or a Union officer, and the Date of the written statement. In the  
214 event of a grievance, the employee shall perform the assigned task and grieve the  
215 assignment later.

216

217 Grievances shall be presented within fifteen (15) calendar days from the date the  
218 employee first became aware of the cause of the grievance. The employee may

219 request the assistance of a Union representative of their own choosing in preparing and  
220 processing a grievance. Both the employee and their representative (if a City  
221 employee) will be allowed a reasonable amount of paid time for purposes of actually  
222 filing the grievance and meeting with management. An employee will not be reimbursed  
223 for time spent in such activities outside their regular hours of work. In addition, an  
224 employee will not be compensated for any expenses incurred in processing a  
225 grievance.

226  
227 Grievances shall be processed as follows:  
228

- 229 1. Complete the grievance, in writing, and forward it to the Fire/EMS Chief within  
230 fifteen (15) calendar days from the date the employee first became aware of  
231 the circumstances giving rise to the grievance.  
232
- 233 2. Within fifteen (15) calendar days of receiving the grievance, the Chief (or  
234 designee) shall issue an answer. This step may or may not involve a meeting  
235 with the grievant and Union steward/officer. Such answer shall be in writing.  
236
- 237 3. Within fifteen (15) days of receiving the decision, the employee or Union may  
238 appeal the decision, in writing, to the City Administrator.  
239
- 240 4. If appealed, the City Administrator shall hear the grievance within thirty (30)  
241 calendar days, and serve the employee and Union with a decision, in writing,  
242 within thirty (30) calendar days of the date the grievance is heard by the City  
243 Administrator.  
244
- 245 5. Based upon mutual agreement, the parties may agree to extend any of the  
246 above time frames.  
247

248 If an employee or the Union fails to process a grievance in writing to the next  
249 level within the time limits, the decision reached at the preceding level will stand.  
250

251 If management fails to provide a written response within the time limits, the  
252 grievance shall be deemed denied and the employee may present the grievance  
253 to the next level.  
254

255 If the grievance is not settled in accordance with the foregoing procedure, the Union  
256 may refer the grievance to binding arbitration within fifteen (15) calendar days after  
257 receipt of the City Administrator's answer. The parties shall attempt to agree upon an  
258 arbitrator within five (5) calendar days after receipt of notice of referral, and in the event  
259 the parties are unable to agree upon an arbitrator within said five (5) day period, either  
260 party may request the WERC to submit a panel of three (3) arbitrators. The parties  
261 shall alternately strike names from said panel until one name remains. The party  
262 requesting arbitration shall be the first to strike a name.  
263

264 The arbitrator shall set a time and place, subject to availability of the City and Union  
265 representatives. All arbitration hearings shall be held in Sun Prairie.

266

267 All expenses of the arbitrator shall be borne equally by both parties. Expenses relating  
268 to the calling of witnesses or any other similar expense associated with such  
269 proceedings shall be borne by the party at whose request such witnesses are required.  
270 If both parties request that an independent stenographic record of the proceedings be  
271 made, the parties shall equally share the entire cost of such service.

272

273 The arbitrator shall act in a judicial capacity and shall not have the right to amend,  
274 modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The  
275 arbitrator's authority is limited to deciding the issue submitted by the parties. The  
276 arbitrator shall submit their decision in writing. The decision shall be based upon their  
277 interpretation of the meaning or application of the terms of this Agreement, related to  
278 the facts of the grievance presented. A decision rendered consistent with the terms of  
279 this Agreement shall be final and binding upon the parties.

280

281

### **Article 10 – Probation**

282

283 All newly hired employees shall serve a twelve (12) month probationary period.  
284 Performance reviews will be made at six (6) and twelve (12) months. The probationary  
285 period may be extended by mutual agreement. During an employee's probationary  
286 period the Employer may discharge the employee and said discharge shall not be  
287 subject to review.

288

289 Employees promoted to a classification within the bargaining unit will serve a twelve  
290 (12) month probationary period for the promoted classification. Within the probationary  
291 period, a promoted employee can be returned to the employee's previous classification  
292 at the discretion of the Fire/EMS Chief, or the promoted employee can return to the  
293 employee's previous classification upon their request.

294

295

### **Article 11 – Seniority**

296

297 For the purposes of layoff and recall, seniority shall accrue from the employee's most  
298 recent beginning date of employment within the bargaining unit.

299

300 An employee's seniority shall be terminated for any of the following reasons:

301

1. the employee quits;

302

2. the employee is discharged;

303

3. the employee is laid off for a period exceeding one (1) year;

304

4. the employee fails, within seven (7) days after service of notice, to respond to  
recall from lay-off after written notice by certified mail is sent to the employee at  
the last address appearing on the Employer's records;

305

306

5. the employee is absent from employment for three (3) consecutive working days  
without notice to the Employer;

307

308

309

6. the employee retires;

- 310 7. the employee fails to return to work upon expiration of an approved leave of  
311 absence;
- 312 8. the employee is transferred, appointed, or promoted to a non-bargaining unit  
313 position with the Employer and returns to a bargaining unit position within one (1)  
314 year, the employee shall retain all previously accrued seniority. If an employee  
315 returns to a bargaining unit position from a non-bargaining unit position beyond  
316 one (1) year, all previous seniority shall be lost. The loss of seniority shall not  
317 negatively affect an employee's benefits earned based on years of service.  
318

319 Upon request by the Union, the Employer agrees to provide the Union with a current  
320 seniority list.  
321

322 When the Employer decides to lay off and recall employees, employees shall be laid off  
323 and recalled by seniority generally, and by qualifications (job related certifications) in  
324 cases where specific skills are required. The Employer agrees to notify the Union in  
325 writing of all layoff and recall notices. Laid off employees will remain on a recall list for  
326 one year.

### 327 **Article 12 – Hours of Work, Exchanges**

328

329 Full-time employees shall be scheduled to work a rotational schedule of twenty-four (24)  
330 hour shifts, also known as a “(work) day”. An alternate work schedule may be set by  
331 the Fire/EMS Chief during approved light duty assignments. Such schedule will be  
332 communicated in advance and not exceed the employee's regularly scheduled work  
333 hours on a weekly basis. Employees who choose not to work the alternate schedule  
334 available, whether in full or in part, may use appropriate time off as defined by policy.  
335

336 Employees shall be allowed to exchange shifts, or parts thereof, provided they give  
337 written notice to, and with prior approval of, the Fire/EMS Chief or designee. Requests  
338 for all shift exchanges shall be made electronically. Responsibility for working transfers  
339 to the replacement worker.  
340

341 The maximum number of consecutive hours an employee may work is seventy-two (72),  
342 except in cases of an emergency as determined by the Fire/EMS Chief or designee.  
343

### 344 **Article 13 – Pay Policy**

345

346 Full-time Paramedic employees shall be compensated according to the salary  
347 schedules, classifications and ranges designated in Appendix A.  
348

349

350 The work week shall consist of 48 hours per week. The biweekly pay rates in Appendix  
351 A reflect the overtime rate (time and one-half (1 ½) the hourly rate) for 8 hours per  
352 week. For calculation of payroll, all approved paid leave shall be considered as time  
353 worked, and shall not reduce the base bi-weekly pay.

354 Employees are required to participate in the direct deposit program for all wage  
355 payments.  
356

357 Lateral Entry

358 Due to an overall lack of public sector job applicants, along with a highly competitive  
359 labor market for qualified paramedic candidates, recruitment of fulltime staff has  
360 become particularly challenging. In consideration of a mutual desire on both parties to  
361 hire, train and retain the best possible personnel, the parties agree to the following for  
362 employees hired on or after December 1, 2022.

- 363 1. To be eligible for the benefits of the lateral transfer program, in addition to the  
364 current bargaining unit contract, the employee must have been employed FULL-  
365 TIME as a paramedic with an agency in the state of Wisconsin (or another state  
366 and has passed Wisconsin DHS reciprocity requirements) who responded to 911  
367 calls for a minimum of three (3) years.  
368
- 369 2. Employees hired after December 1, 2022, shall be eligible for lateral entry  
370 benefits if they are leaving or left another full-time Paramedic position to become  
371 a Sun Prairie Fire and EMS Paramedic.  
372
- 373 3. New Hire Paramedics shall be granted under Article 13/Appendix A–  
374 Salaries/Wages, a starting wage up to seven (7) years of the Wage scale, based  
375 on their past full-time years of experience as a paramedic. Future pay increases  
376 will be based upon these prior years of experience combined with service as a  
377 full-time Paramedic of Sun Prairie Fire and EMS and will occur on their  
378 anniversary date.  
379
- 380 4. New Hire Paramedics shall be granted under Article 25-Vacation Leave, vacation  
381 time off based on their past full-time Paramedic years of experience not to  
382 exceed five (5) years' service. Future vacation increases will be based upon  
383 these prior years of experience combined with the service as a full-time  
384 Paramedic of Sun Prairie Fire and EMS and will occur on their anniversary date.  
385
- 386 5. It is understood that this service credit will play no role in establishing department  
387 seniority in any other circumstance that might utilize seniority as a determining  
388 factor. It will merely determine their vacation accrual rate upon hire.  
389
- 390 6. New Hire Paramedics upon hire shall be advanced nine (9) days of sick leave,  
391 with the understanding that no further sick leave will accrue until the month of  
392 employment that follows the month in which the same number of sick days would  
393 have accrued naturally. Thereafter, they will accrue sick leave in accordance with  
394 the provisions Article 24 –Sick Leave. All other contractual benefits will be based  
395 upon the Paramedic's Sun Prairie Fire and EMS Department's seniority date. In  
396 addition, future accrual rates and limits will be based upon the bargaining unit  
397 contract.  
398

## Article 14 – Overtime

399

400

### Scheduled Overtime

402 All authorized work in excess of forty (40) hours per week (Monday - Sunday) shall be  
403 compensated at the rate of time and one-half (1 ½). All approved paid leave shall be  
404 considered as time worked in computing overtime under this paragraph.

405

### Additional Overtime

407 The Fire/EMS Chief, or designee, may prescribe additional overtime work to meet  
408 operational needs. In general, open work shifts shall be offered first to LTE paramedics.  
409 If a scheduled Vacation/Holiday vacancy is not filled by an LTE paramedic fifteen (15)  
410 days prior to the start of the shift, the overtime shall be offered to full-time staff, in  
411 accordance with the following guidelines:

412

413 1. Compensation shall be at time and one-half (1 ½) the hourly rate.

414

415 2. The Fire/EMS Chief will maintain a rotating short overtime list and a long  
416 overtime list of the full-time paramedic staff. The short overtime list shall consist  
417 of any overtime shift (excluding holdovers from a regularly scheduled work shift)  
418 less than 10 hours. The long overtime list shall consist of any overtime shift ten  
419 hours or longer.

420 3. Overtime shifts will be offered first to the most senior paramedic on the  
421 respective list for whom the shift would not result in more than a seventy-two (72)  
422 hour tour of duty. If the paramedic declines or is unavailable, the shift will be  
423 offered to the next person on the seniority list, and so on, for those for whom the  
424 shift would not result in more than a seventy-two (72) tour.

425 Employees will be notified of overtime shifts by phone or text message, and  
426 notifications will comply with the provisions of this article. One phone call or text  
427 message to the primary telephone number listed for the paramedic shall be  
428 considered to constitute an offer of overtime.

429

430 4. If the shift is still open, it will be assigned according to the following procedures.

431

### Forced Overtime

433 If the Fire/EMS Chief, or designee, is unable to fill the vacant shift through the above  
434 procedure, forced overtime will be assigned to the least senior paramedic of the crews  
435 that are on their three shift work rotation, according to a rotating reverse seniority list,  
436 provided the shift would not result in more than a forty-eight (48) hour tour. This may  
437 require the ordering of two paramedics, each working twelve (12) hour shift to avoid  
438 hours worked in excess of forty-eight (48). The Fire/EMS Chief will make every effort to  
439 assign forced overtime to paramedics on the two shifts that are in duty rotation and  
440 avoiding, if at all possible, assigning forced overtime to a paramedic on their four day off  
441 work rotation. Employees shall not be forced to work during the time period between  
442 their last scheduled work day before a scheduled vacation day(s) and their first  
443 scheduled work day after a vacation day(s). If another full-time or LTE Paramedic staff

444 member is available to fill the shift, the forced full-time staff member will no longer be  
445 assigned to the shift and will be returned to their previous place on the Forced Overtime  
446 List. Compensation for forced overtime shall be at one and one-half (1 ½) times the  
447 hourly rate.

448  
449 The intent of this procedure is to equalize forced overtime among employees, as much  
450 as possible.

451  
452 No Pyramiding of Overtime Pay

453 It is the parties' intent that there shall be no pyramiding or duplication of overtime  
454 payments under the various provisions of this Agreement providing for overtime pay.  
455

456 **Article 15 – Emergency Call Back**

457  
458 An employee who is called back to emergency duty due to unforeseen staffing  
459 shortages including, but not limited to, on-duty sickness, on-duty injury, and/or large-  
460 scale incidents shall receive a minimum of three (3) hours compensation at time and  
461 one-half (1 ½) their hourly rate.

462  
463 In the event of an emergency call back, the Fire/EMS Chief, or their designee, may offer  
464 the overtime shift outside of the agreed upon method (Article 14 Sec 3) for the purpose  
465 of meeting the City's immediate and unforeseen operational needs, but still must comply  
466 with Article 25 Sec 4(a).

467

468

469 **Article 16 – Hold Over**

470  
471 An Employee held over at the end of their tour of duty or called in early for a tour of duty  
472 shall be compensated at time and one-half (1 ½) their hourly rate, in multiples of fifteen  
473 (15) minutes (.25 hour). An employee that is held over for greater than five (5) hours or  
474 called in early for greater than two (2) hours shall have that time counted as a forced  
475 overtime assignment and will be moved to the bottom of the reverse seniority list.

476

477 **Article 17 – Jury Service**

478  
479 Employees who are called for jury service in any court of the State of Wisconsin or of  
480 the United States shall be granted a leave of absence without loss of pay to serve as a  
481 juror. Such employees shall be entitled to the option of either receiving their jury duty  
482 pay or receiving their regular pay for their normal schedule of hours on any day they are  
483 absent due to jury duty. If the employee chooses to receive the regular pay from the  
484 City, the full amount of jury duty pay, including all expenses other than mileage and  
485 meals, shall be reimbursed to the City by the employee. Any employee who reports to

486 jury duty, but who is released from jury duty prior to the end of the employee's normal  
487 work day, shall return to their place of work within a reasonable time period.  
488

### 489 **Article 18 – Subpoenaed Witness**

490  
491 If an employee is subpoenaed to testify while off-duty in a matter related to City  
492 employment, the employee will be compensated at time and one-half (1 ½) their hourly  
493 rate for all time and expenses related to such testimony, including, but not limited to,  
494 parking, mileage, and preparation time as authorized by the City.  
495

496 If an employee is subpoenaed to testify in a matter not directly related to City  
497 employment, the employee will provide notice and proof of the need to be released from  
498 duty. The employee may use accumulated holiday leave or vacation leave to maintain  
499 normal pay.  
500

### 501 **Article 19 – Family and Medical Leave**

502  
503 Eligible employees shall be granted leaves of absence pursuant to the Wisconsin and  
504 Federal Family and Medical Leave Laws.  
505

### 506 **Article 20 – Additional Medical Leave of Absence**

507  
508 An employee requiring additional medical leave of absence, without pay, beyond the  
509 State and Federal Family Medical Leave Laws, shall secure written permission from the  
510 City Administrator thirty (30) days prior to such leave. The maximum leave of absence  
511 shall be ninety (90) calendar days. During the period of absence the employee shall not  
512 engage in employment which violates their medical restrictions and shall provide a  
513 written medical update of their condition every thirty (30) days. Failure to comply with  
514 this provision may result in immediate discharge. The Employer shall notify the Union in  
515 writing of any leave of absence as soon as possible after it is granted.  
516

517 The employee must make advance arrangements for continuation of any benefit  
518 programs and "fair share" deductions.  
519

### 520 **Article 21 – Military Leave**

521  
522 Any employee duly enrolled in the military service of the United States shall be entitled  
523 to all benefits provided by any applicable State or Federal laws.  
524

525 Any employee, who is required to take leave to fulfill military reserve obligations or  
526 Wisconsin National Guard obligations, shall be paid the difference, if any, between their  
527 normal compensation for scheduled hours of work missed, and the amount paid for the

528 military activity, up to a maximum of three hundred sixty (360) hours per year. Military  
529 leave may be taken in twelve-hour increments.  
530

### 531 **Article 22 – Bereavement Leave**

532  
533 Regular full-time employees shall be allowed paid leave for bereavement according to  
534 the following schedule.  
535

- 536 • Two 24-hour shifts (48 hours) bereavement leave is allowed for the death of a  
537 parent, spouse, child, brother, sister, and grandparent of the employee.  
538
- 539 • One 24-hours shift (24 hours) bereavement leave is allowed for the death of a great-  
540 grandparent, grandparent-in-law, grandchild, parent-in-law, brother-in-law, sister-in-  
541 law, step parent, step child, and relative of the employee or spouse living in the  
542 employee's house.  
543
- 544 • Twelve (12) hours bereavement leave is allowed to attend the funeral or memorial  
545 service of an aunt, uncle, cousin, niece or nephew of the employee.  
546

547 Bereavement leave in not intended to accrue or accumulate over time and should be  
548 used within a reasonable time. Sick leave may be used to extend bereavement leave  
549 with the Fire/EMS Chief's approval.  
550

### 551 **Article 23 – Off-Duty Training and Staff Meetings**

552  
553 The employer shall conduct a sufficient number of training sessions during the course of  
554 the State Paramedic re-licensure period to ensure license renewal requirements are  
555 met. In addition, departmental staff meetings may be held as necessary.  
556

557 Paramedics shall be compensated at time and one half (1 ½) their hourly rate, for a  
558 minimum of two (2) hours or for actual time of all previously approved re-training  
559 sessions and mandatory staff meetings attended while off-duty, whichever is greater.  
560

561 Paramedics who are required by the City to attend Advanced Cardiac Life Support  
562 (ACLS), Pediatric Advanced Life Support (PALS) or Cardiopulmonary Resuscitation  
563 (CPR) training while off-duty, shall be compensated at time and one-half (1 ½) their  
564 hourly rate for all classroom instruction time.  
565

### 566 **Article 24 – Sick Leave**

567  
568 Full-time paramedic employees shall be granted paid Sick Leave for absence caused by  
569 personal illness or injury, to care for an ill or injured family member, or to extended  
570 bereavement leave with the approval of the Fire/EMS Chief.

571

572 For purposes of this article 'family member' shall include all persons residing at the  
573 employee's primary residence and all family members as defined under State and  
574 Federal Family Medical Leave Acts.

575

576 Sick Leave shall be earned at a rate of twelve (12) hours per month and shall accrue to  
577 a maximum of 1,320 hours. Sick leave will be taken in increments of one-half (1/2)  
578 hour.

579

580 During the first twelve (12) months of employment, employees may use Sick Leave in  
581 advance of accrual, to a maximum of 144 hours. Used Sick Leave not previously  
582 accrued shall be repaid to the City if the employee is terminated prior to the completion  
583 of their twelve (12) month probationary period.

584

585 An employee, who uses Sick Leave for three (3) consecutive 24-hour work shifts due to  
586 their illness, may be required to furnish a note from a medical practitioner indicating  
587 inability to perform work.

588

589

590 Sick Leave Bonus - Any paramedic using forty-eight (48) hours or less of sick leave in a  
591 calendar year shall be entitled to twenty-four (24) additional hours of leave to be taken  
592 during the next calendar year.

593

594

**Article 25 – Vacation Leave**

595

596 Employees shall be granted Vacation Leave with pay subject to the following terms and  
597 conditions.

598

599 1. Vacation Leave shall accrue based on continuous service including periods of  
600 paid time off.

601

602 2. In the event of the death of an employee, any unused Vacation Leave shall be  
603 added to the last payroll check due to the employee.

604

605 3. Vacation Leave shall accrue at the rate specified in the table below.

606

607 Vacation Leave Accrual Schedule

608

Date of Hire	Forty-eight (48) hours
End of Year One	One hundred twenty (120) hours
End of Year Five	One hundred sixty-eight (168) hours
End of Year Twelve	Two hundred sixteen (216) hours
End of Year Twenty	Two hundred forty (240) hours
	Plus forty-eight (48) hours pay

609

610

611

612

613

614 4. The following procedure shall be used to schedule vacation leave for full time  
615 paramedics.

616

- 617 A. One FTE paramedic will be staffed on each ambulance at all times.  
618  
619 B. For vacation leave during the period of January 1 through January 31,  
620 requests shall be submitted to the Chief by November 15. For vacation  
621 leave during the period of February 1 to December 31, requests shall be  
622 submitted to the Chief by December 15. All vacation requests will be  
623 granted based upon seniority.  
624  
625 C. For vacation leave not scheduled as described above, the following shall  
626 apply. Requests submitted to the Chief in writing by the first of the month  
627 preceding the month of requested time off (e.g. by March 1 for leave in April),  
628 shall be granted on a first-come, first served basis if scheduling permits.
- 629 D. To schedule vacation leave with less lead time than provided above,  
630 requested vacation leave shall be granted, provided the employee finds  
631 coverage for that time off, utilizing the current LTE employees and approval  
632 of the Fire/EMS Chief.
- 633 E. Employees may rescind scheduled vacation time by notifying the Fire/EMS  
634 Chief in writing forty-eight (48) hours prior to the scheduled day off, or as  
635 approved by the Fire/EMS Chief or designee.  
636
- 637 5. Employees shall be allowed to carryover a maximum of ninety-six (96) hours of  
638 Vacation Leave, subject to current City policy. Hours in excess of this amount will  
639 be lost.  
640
- 641 6. Vacation will be taken in increments of twelve (12) hours.  
642
- 643 7. If an employee leave before completion of their first year of service, vacation  
644 hours not yet used will not be paid out.  
645

646

### **Article 26 – Holidays**

647

648 Holidays will be taken in increments of twelve (12) hours. Holidays may be scheduled  
649 in increments of less than twelve (12) hours provided the employee finds coverage for  
650 that time off utilizing the current LTE employees and approval of the Fire/EMS Chief.  
651

652 Employees shall be given one hundred forty-four (144) hours of paid Holiday Leave on  
653 January 1 of each year, to be scheduled throughout the year, according to the Vacation  
654 Leave Scheduling Policy. Any Holiday Leave not used by the end of the year shall be  
655 paid at their hourly rate on the first pay in December. Holiday Leave time will be  
656 prorated for new employees and for employees who leave prior to December 31. The  
657 Holiday proration shall be calculated based upon twelve (12) hours of leave for each full  
658 month worked.  
659

660 Employees who are scheduled to begin their work shift on the following designated  
661 Holidays (which start at 7am), will be compensated at one and one-half (1 ½) times their  
662 hourly rate for twenty-four (24) hours:  
663

664 New Years Day (January 1), Martin Luther King Jr. Day (observed), Easter (observed),  
665 Memorial Day (observed), Independence Day (July 4), Labor Day (observed),  
666 Thanksgiving Day (observed), Christmas Eve (December 24), Christmas Day  
667 (December 25), New Years Eve (December 31).  
668

669 If an employee is assigned to fill in for less than a full duty shift on a designated holiday  
670 or an employee's previous shift extends beyond the scheduled starting time for a  
671 holiday shift, the employee shall receive, on an hour-for-hour basis, holiday pay for the  
672 hours actually worked on the holiday shift.  
673

674 An employee who is scheduled to work on a shift that begins on a designated holiday,  
675 but does not work the entire scheduled shift, shall receive holiday pay for only those  
676 hours actually worked on that shift.  
677

678 In the event of a trade on a designated holiday, the employee working the shift on the  
679 designated holiday will be paid the holiday rate of one and one-half (1 ½) times their  
680 hourly rate for the hours worked on that shift.  
681

682 In the event of the death of an employee, accrued Holiday Leave shall be added to the  
683 last payroll check due the employee.  
684

## 685 **Article 27 – Insurance**

686 Insurance premium increases will be processed in the payrolls that the policies are  
687 effective.

### 688 **Health Insurance**

689 The City shall pay one hundred percent (100%) of the lowest cost premium for  
690 employees who elect single or family coverage. Employees electing other coverage  
691 shall pay any remaining premium by payroll deduction. Effective December 31, 2026,  
692 employees will pay \$50/month for single coverage and \$100/month for family coverage.  
693

694 Eligibility to participate in the group health insurance program shall begin on the first day  
695 of month following date of hire.  
696

### 697 **Life Insurance**

698 The City shall pay the full premium for life insurance coverage (accidental death and  
699 disability) equal to one time the employee's annual earnings.  
700

701 Employees may purchase Supplemental and Additional life insurance and dependent  
702 life insurance through payroll deductions. Eligibility shall begin on the first day of the  
703 month following one (1) full month of employment.  
704

705 Dental Insurance

706 The City shall pay the full cost of the premium for family and single dental insurance.  
707 Eligibility shall begin on the first day of the month following date of hire.  
708

709 Long Term Disability

710 Full-time employees may elect to purchase Long Term Disability coverage that the City  
711 offers, at the employee's expense. This benefit becomes effective the 1st day of the  
712 month following one (1) full month of service.  
713

714 Income Continuation

715 The employer agrees to make the Wisconsin Public Employer's Group Income  
716 Continuation Insurance Program available to eligible regular full-time employees. The  
717 City will pay the premium for coverage benefits equal to a one hundred eighty (180) day  
718 waiting period. Employees may purchase at their own expense coverage to decrease  
719 the waiting period in thirty (30) day increments and the City will deduct such additional  
720 premiums through payroll deduction.  
721

722 Flexible Spending Program

723 Employees shall be eligible to participate in the City's Flexible Spending Program (IRS  
724 Section 125 Plan). Participation shall be on a voluntary basis and shall be subject to  
725 complete and continuous compliance with the rules established in the Plan Document  
726 and those established by the Internal Revenue Service.  
727

728

729

730 Inclusions

731 The City shall continue its contribution toward health, dental and basic life insurance  
732 premiums during periods of approved state or federal FMLA leaves.  
733

734 Retired employees may continue to participate in the City group health insurance  
735 programs through the use of their HRA funds and COBRA.  
736

737 The provisions set forth above shall be continued from the expiration date of this  
738 agreement until a successor agreement is agreed.  
739

740

**Article 28 – Pension**

741

742 Retirement Contributions

743 Employees shall pay the entire employee-required contribution to the Wisconsin  
744 Retirement Fund (protective with social security classification) and the employer shall  
745 pay the employer-required contribution (protective with social security classification).  
746

747 Deferred Compensation

748 Employees shall be eligible to participate in the City's 457 Deferred Compensation  
749 Program.  
750

751

**Article 29 – Retirement**

752

753 An employee who leaves City employment, and has reached the age of fifty (50) and  
754 has at least fifteen (15) years of service with the City, shall have their currently accrued  
755 sick leave (not to exceed 1320 hours) converted to cash, at their ending hourly rate, and  
756 credited to their individual Health Reimbursement Account (HRA). For every full year of  
757 service to the City above fifteen (15) years, the age requirement shall be decreased by  
758 one year.

759

760 Upon separation or retirement, unused and accrued Vacation Leave and Holiday Leave  
761 shall be paid out at the employee's last rate of pay.

762

763

**Article 30 – Worker's Compensation**

764

765 If an employee is entitled to receive compensation for temporary disability in  
766 accordance with the provisions of Chapter 102, Wisconsin Statutes, said employee shall  
767 continue to be paid by the City at one hundred percent (100%) of the same rate on the  
768 same basis as they were paid for their normal schedule of hours prior to such injury,  
769 provided no employee shall receive less than the same net regular pay as they were  
770 paid prior to such injury. Said pay shall include their worker's compensation benefit and  
771 shall continue for a period not to exceed sixty-one (61) work days (duty shifts) within  
772 any twelve (12) month period for the same underlying temporary disability. While in full  
773 pay status, the employee shall continue to accrue sick leave, vacation leave and holiday  
774 leave benefits in accordance with the provisions of this agreement. Payment provided  
775 herein shall include the first three (3) days of disability if the period of disability reaches  
776 seven (7) days.

777

778

**Article 31 – Lieutenant and Field Training Officers Assignments**

779

780 The Fire/EMS Chief may appoint Lieutenants who shall be compensated an additional  
781 7% for all hours worked when assigned the associated additional duties. In addition,  
782 the Fire/EMS Chief shall appoint Field Training Officers who shall be compensated an  
783 additional 2%; and 3% for Lead Training Officer; for all hours worked when assigned the  
784 associated additional duties. There will be one Field Training Officer per shift.

785

786

787 When a Lieutenant is required to be on standby in the Chief's absence, they shall  
788 receive compensation of \$1.50 per hour for all off-duty hours.

789

790

791

792

### **Article 32 – Uniforms**

793

794 Subject to the rules of Sun Prairie EMS, the City shall provide the original complete  
795 uniform for employees, and such uniforms shall remain the property of the City.  
796 Thereafter, the City shall replace uniforms as may be deemed necessary by the  
797 Fire/EMS Chief. The City shall replace any uniform articles damaged on duty.

798

799 The City will pay up to \$300 toward the purchase of each employee's department  
800 approved uniform footwear every two (2) years.

801

802

### **Article 33 – Loss or Damage**

803

804 For loss or damage while on duty, the City agrees to reimburse employees up to fifty  
805 dollars (\$50) for the loss of, or damage to, personal wristwatches, and up to one  
806 hundred dollars (\$100) for the loss of, or damage to, personal eyewear.

807

808

### **Article 34 – Common Mess**

809

810 All station meals will be conducted under a common mess with contributions made by  
811 each employee on a shift, even if the employee chooses not to eat the meal. The union  
812 members will coordinate this activity and the City will be held harmless against all  
claims arising from this article.

813

### **Article 35 – Continuation of Benefits**

814

815 All terms and conditions of this agreement shall continue until a successor agreement is  
816 enacted.

817

818

### **Article 36 – Duration of Agreement**

819

820 This Agreement is effective as of date of execution, or issuance of the Arbitrator's  
821 award, whichever occurs first, and shall remain in full force and effect through the 31<sup>st</sup>  
822 day of December 2027.

823

824 On or before June 30, 2027, either party hereto may notify the other party in writing of  
825 its desire to negotiate the terms and provisions of a successor Agreement. The parties  
826 shall exchange initial proposals for the successor Agreement at the first scheduled  
827 negotiation session. It is agreed that should a successor Agreement be delayed past  
828 the above referenced expiration date, the terms and conditions as set forth in this  
829 Agreement will continue until a successor Agreement is reached.

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**Signatures**

In witness wherefore, the parties hereto have executed this Agreement on this 28 day of March, 2025

City of Sun Prairie

International Association of Fire Fighters Local 311

DocuSigned by:

*Daron Oppenheimer*

Signed by:

*Malton Mitchell*

City Administrator

President IAFF Local #311

DocuSigned by:

*Chris Garrison*

DocuSigned by:

*Peter Friedericks*

Fire/EMS Chief

IAFF Local #311 Secretary/Treasurer

DocuSigned by:

*Kathleen McDaniel*

Signed by:

*Jason Gonzalez*

City Attorney

Jason Gonzalez

Bargaining Team Members for City  
Christopher Garrison, Fire/EMS Chief  
Kathleen McDaniel, City Attorney  
Brenda Sukenik, Human Resources Dir  
Audra Wendt, HR Business Partner  
John Austad, Deputy Fire/EMS Chief

IAFF Local #311 Bargaining Team Members  
Peter Friedericks, Secretary/Treasurer IAFF #311  
Tim Jacobson, Paramedic  
Brett Weisensel, Paramedic Lieutenant  
Jason Gonzalez, Paramedic  
Chris Kaiser, Paramedic

860  
861

**Appendix A – Wages**

<b>COMPENSATION SCHEDULE FOR PARAMEDICS</b>				
<b>Effective the first pay in January 2025</b>				
<b>3.5% increase across the board</b>				
<b>POSITION</b>		<b>HOURLY</b>	<b>OVERTIME</b>	<b>*ANNUAL</b>
PARAMEDIC	20 years	\$32.85	\$49.275	\$88,833.03
	15 years	\$31.60	\$47.40	\$85,457.59
	10 years	\$30.39	\$45.585	\$82,185.42
	7 years	\$29.22	\$43.83	\$79,016.52
	5 years	\$28.10	\$42.15	\$75,985.31
	3 years	\$27.01	\$40.515	\$73,022.95
	2 years	\$25.61	\$38.415	\$69,250.67
	1 year	\$24.29	\$36.435	\$65,668.69
	start	\$23.55	\$35.325	\$63,669.06

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866

Schedule is based on 48 hours per week (including 8 hours of overtime).  
\*Annual is based on 2496 hours per year (including 416 hours of overtime).

867

<b>COMPENSATION SCHEDULE FOR PARAMEDICS</b>				
<b>Effective the first pay in January 2026</b>				
<b>3.5% increase across the board</b>				
<b>POSITION</b>		<b>HOURLY</b>	<b>OVERTIME</b>	<b>*ANNUAL</b>
PARAMEDIC	20 years	\$34.00	\$51.00	\$91,942.19
	15 years	\$32.71	\$49.065	\$88,448.61
	10 years	\$31.46	\$47.19	\$85,061.91
	7 years	\$30.24	\$45.36	\$81,782.10
	5 years	\$29.08	\$43.62	\$78,644.80
	3 years	\$27.95	\$41.925	\$75,578.76
	2 years	\$26.51	\$39.765	\$71,674.44
	1 year	\$25.14	\$37.71	\$67,967.09
	start	\$24.37	\$36.555	\$65,897.48

868

869 Schedule is based on 48 hours per week (including 8 hours of overtime).

870 \*Annual is based on 2496 hours per year (including 416 hours of overtime).

871

872

<b>COMPENSATION SCHEDULE FOR PARAMEDICS</b>				
<b>Effective the first pay in January 2027</b>				
<b>3.75% increase across the board</b>				
<b>POSITION</b>		<b>HOURLY</b>	<b>OVERTIME</b>	<b>*ANNUAL</b>
PARAMEDIC	20 years	\$35.28	\$52.92	\$95,390.02
	15 years	\$33.94	\$50.91	\$91,765.43
	10 years	\$32.64	\$48.96	\$88,251.73
	7 years	\$31.38	\$47.07	\$84,848.93
	5 years	\$30.18	\$45.27	\$81,593.98
	3 years	\$29.00	\$43.50	\$78,412.96
	2 years	\$27.50	\$41.25	\$74,362.23
	1 year	\$26.08	\$39.12	\$70,515.86
	start	\$25.28	\$37.92	\$68,368.63

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874

Schedule is based on 48 hours per week (including 8 hours of overtime).

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\*Annual is based on 2496 hours per year (including 416 hours of overtime).

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### Memorandum of Understanding on Juneteenth Day

The City of Sun Prairie and members of the International Association of Firefighters Local #311 EMS unit have agreed to the following condition during bargaining for the 2025-2027 Contract.

It is agreed that if the City adds Juneteenth Day as a designed City Holiday for non-union employees, the day will also be added to list of Holidays in Article 26 of the IAFF Local #311 EMS unit contract to provide the employees with a premium for all hours actually worked.

This agreement shall be effective upon ratification of the 2025-2027 contract and shall carry forward until the conditions above are met this language can be incorporated into a future contract.

For the City of Sun Prairie:

\_\_\_\_\_  
Fire/EMS Chief

\_\_\_\_\_  
City Administrator

For IAFF Local #311 EMS unit:

\_\_\_\_\_  
IAFF Local #311 President

\_\_\_\_\_  
IAFF Local #311 Secretary/Treasurer

900 MEMORANDUM OF UNDERSTANDING

901 Between  
902 City of Sun Prairie ("City")  
903 And  
904 IAFF Local #311 (Union)  
905  
906

907 This Memorandum of Understanding is between the City of Sun Prairie and International  
908 Association of Fire Fighters Local #311 (#311) regarding the contractual benefits as they apply  
909 to Paramedics meeting the Lateral Entry Program qualifications.  
910

911 It is the intent of the City and #311 to acknowledge a new employee's current licensed  
912 paramedic experience in 911 settings for purposes of initial wage rate and pay progression,  
913 and vacation eligibility and accrual. Specifically, a newly hired employee who is currently  
914 employed as a full-time Paramedic in a 911 response organization in Wisconsin (or another  
915 State and has passed Wisconsin DHS reciprocity requirements) and having completed a  
916 minimum of three years of full-time work experience in this capacity, is eligible for the  
917 following benefits upon hire, in addition to those outlined in the current bargaining unit  
918 contract:

- 919 1. The Paramedic's wage shall be changed to reflect the individual's years of full-time  
920 licensed Paramedic work experience in a 911 setting, up to a maximum of seven years.  
921 Future pay increases will be based upon these prior years of experience combined with  
922 service as a full-time Paramedic of SPEMS and will occur on their anniversary date.  
923 2. The Paramedic's vacation shall be changed to reflect the individual's years of full-time  
924 licensed Paramedic work experience in a 911 setting, up to a maximum of seven years.  
925 Future vacation increases will be based upon these prior years of experience combined  
926 with the service as a full-time Paramedic of SPEMS and will occur on their anniversary  
927 date.  
928

929 All other contractual benefits will be based upon the Paramedic's Sun Prairie EMS  
930 Department's union seniority date. In addition, future accrual rates and limits will be based  
931 upon the bargaining unit contract.  
932

933 This memorandum of understanding is mutually agreed to by the City and the Union, this 17<sup>th</sup>  
934 day of December, 2024 and is intended to be incorporated into the 2025 bargaining unit  
935 contract. It is intended that this agreement applies to any new hires after the date in which  
936 is it signed and does not apply to any currently employed personnel.  
937

938 For the City of Sun Prairie:

For IAFF Local #311 EMS unit:

939 \_\_\_\_\_  
940  
941 Chief of Fire/EMS, Christopher Garrison

939 \_\_\_\_\_  
940  
941 IAFF Local #311 President

942 \_\_\_\_\_  
943  
944 City Administrator, Aaron Oppenheimer

942 \_\_\_\_\_  
943  
944 IAFF Local #311 Secretary/Treasurer