

Memorandum of Understanding

Between

IAFF Local 311

And

The City of Madison



Title: Special Teams

Background: The City of Madison Special Teams (Hazmat, Lake Rescue, HURT, FIT) provide emergency response and services to the residents, businesses, and visitors of the City of Madison. Special Teams members are commissioned members of the City of Madison Fire Department. The Special Teams training budget is currently referenced in the current bargaining agreement (CBA). All Teams are held to the same contractual daily training guidelines and a standardized response is outlined in MFD Standard Operating Guidelines.

Resolution: Special Teams size, configuration, premium pay and staffing are as follows:

Size, Configuration, Pay:

- The Hazmat, HURT, and Lake Rescue Teams shall be composed of 57 members each consisting of 30 Core Team Members that shall each receive an additional compensation of 2.5% above their base pay; the Satellite team shall consist of 27 members that shall be compensated at 1.25% above their base pay.
- The Fire Investigation Team shall be composed of 21 members consisting of 15 Core Team Members that shall each receive an additional compensation of 2.5% above their base pay; the Satellite team shall consist of 6 members that shall be compensated at 1.25% above their base pay.
- Lieutenants permanently assigned to the designated Special Teams stations (currently stations 1, 7, 8, 11) shall receive Lead Worker pay of 1% in addition to the Core pay references above.

Staffing:

- Hazmat, HURT, and Lake Rescue Teams will each be staffed daily by an Engine and Ladder Company; a minimum of five (5) members shall be on duty at all times.
- A single engine company will staff the Fire Investigation Team daily; a minimum of two (2) members shall be on duty at all times.

Management further retains all rights to select and assign, reassign, and remove personnel from Special Teams.

Agreed to this <u>5</u> day of <u>July</u>, 2022.

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Memorandum of Understanding

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IAFF Local 311

And





Background: In the past, members that have a paramedic license that were not classified as a "Firefighter Paramedic" could only practice as a paramedic if they were in a promoted position, (LT or AE). Members who are reclassified to a Firefighter, and carry a paramedic license have been unable to keep their license available to the City of Madison and function at the paramedic level when needed. Firefighter's Local 311 and the City of Madison enter into the following agreement:

- Allow up to nine (9) firefighters that carry a paramedic license, to practice as a paramedic. 1.
 - A. Members selected for this position must have 5 years of active service with the Madison Fire Dept. as a paramedic.
 - B. Members shall be chosen by seniority with the department and by discretion of the medical director.
 - C. Members shall ride the medic unit 12 times per year and may be assigned at the discretion of the department. These firefighters will not be assigned to a Rescue more than 30 shifts per year.
 - D. Members will be allowed to work all special duty events and shall be placed in the same rotation as a regular paramedic. For long and short regular overtime, they shall be placed on the firefighter list and work as a firefighter.
 - E. Individual members will be able to participate in this program for three years. At that time, they may be re-evaluated to continue participation.
 - F. Firefighters utilized as paramedics and Firefighter Paramedics may make exchanges out of classification with each other only.
- 2. Compensation:
 - A. Members shall receive a 7.5% increase in base pay when they work on the medic unit and 2.5% base premium pay all the time.
 - B. No P2 or paramedic longevity compensation shall be given.
 - C. Members will receive overtime pay for paramedic retraining at the firefighter rate

This MOU is non-precedent setting and in no way alters any other current practices or previous established practices. Administration shall review it annually for continuation, expansion.

Agreed to this 5 day of July, 2022.

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Title: Non-Hazardous Duty and Lactation after Return to Active Duty

Non-Hazardous Duty

Background:

The City of Madison Fire Department recognizes reproduction, pregnancy and lactation as a natural occurrences of life that does not warrant classification as an illness or injury. Those affected are recognized as part of a protected class by the City of Madison as it directly relates to their familial status.

Firefighting and emergency medical services present many potential hazards to healthy reproduction, pregnancy and lactation that include but are not limited to; drastic temperature variations, extreme and unpredictable physical demands, violent situations, psychological stress, biological hazards, radiation and chemical agents.

These concerns can be significantly reduced by reasonable accommodations in the workplace. Therefore this department is establishing the "Non-Hazardous Duty" policy.

Reproductive Health:

Hazardous exposures and stress can adversely affect reproductive health in both women and men. Specifically, existing research suggests high heat exposure is related to infertility in men and may be linked to neural defects in the babies of exposed mothers. Both men and women are vulnerable to reproductive toxicity in the firefighting environment. Increased levels of the hormone cortisol, which is released in response to stress, negatively affects the normal biochemical function of the reproductive system.

Any active duty member of the Madison Fire Department may request a Non-Hazardous Duty assignment if specifically requested for the purpose of lower risk conception. The assignment may not exceed thirty (30) consecutive calendar days per year.

Pregnancy:

Hazardous exposures and volatile environments during pregnancy can adversely affect both the mother and the fetus. Any active duty member of the Madison Fire Department may request a Non-Hazardous Duty assignment for the duration of pregnancy, beginning when the member and their physician agree is appropriate until the end of the pregnancy.

Lactation:

Hazardous exposures and stress can negatively affect lactation. Any member may request a Non-Hazardous Duty assignment for the purpose of lactation. A Non-Hazardous Duty request shall follow the procedure outlined in this document along with APM 2-50: *Lactation Policy for Breastfeeding*

Employees and Visitors. The Chief of Personnel shall make a reasonable effort to accommodate. When breast feeding/lactation is ended the member will return to previously held position.

Recommendation:

Based on current available research, Fair Labor Standards Act (FLSA) standards, and a review of best practices in the industry the following is recommended:

Any member of the fire department may request a Non-Hazardous Duty assignment for the purpose of healthy reproduction, pregnancy and/or lactation. No member shall be forced to leave an active duty position by their department if the member's physician determines that the member is still able to work in an active duty role.

Each request for Non-Hazardous Duty assignments will be accompanied by a Medical Status Report completed by the member's personal physician. The Chief of Personnel will arrange for a Non-Hazardous Duty assignment based on the recommendations of the member's physician.

Members agree to work on Non-Hazardous Duty on a 40-hour work week schedule. During the Non-Hazardous Duty assignment, the following criteria will be followed:

- All wages, benefits, and seniority will remain the same and continue to accrue.
- Vacation and sick leave hours will be accrued and spent at the same rate as an active duty position.
- The 40-hour work week will consist of four-10 hour days or five-8 hour days.

The member can request reinstatement of active duty at any time. The request must be accompanied by a Medical Status Report completed by their personal physician indicating the individual is medically cleared to be returned to active duty. The Chief of Personnel shall reinstate the employee into the rank held prior to Non-Hazardous Duty assignment on an agreed upon date.

Lactation after Return to Active Duty

The City of Madison Fire Department recognizes that working parents are a vital part of the workforce. It will be the policy of the City of Madison Fire Department to support employees who choose to breast feed their infants by enabling them to express and collect their milk during work hours. Breast feeding or lactation can continue as long as the member deems appropriate.

Based on current available research, Fair Labor Standards Act (FLSA) standards, and a review of best practices in the industry, the following is recommended:

The MFD will have identified spaces designated as "comfort rooms." These areas will provide a secure and private area for employees to take respite and express breast milk and will include the following features:

- 1. A room secured with a lock (excluding a restroom) that includes an outlet and comfortable chair.
- 2. A refrigerator with a lock and thermometer, specifically designated for breast milk.
- 3. A sink and a place to air dry equipment that is not openly accessible to others. (Sinks should be in comfort rooms whenever feasible).

4. Additional facilities available to lactating mothers can be found on the Breastfeeding Coalition of South Central Wisconsin website: http://bcscw.wildapricot.org/Pumping-Friendly-Sites

According to the FLSA, employers are required to provide a reasonable amount of break time to express milk as frequently as needed by the nursing mother. It's the nursing employee's responsibility to notify the on duty officer/supervisor in advance of their need for regular breaks. When a member is assigned to consecutive or lengthy calls, the officers/OIC will make every effort to provide time and the environment for the purpose of expressing milk.

Any member may request a temporary station and/or rig reassignment if specifically requested for lactation, and for the duration of lactation. MFD Administration will make a reasonable effort to accommodate the request.

Recognizing the unpredictable nature of the active duty schedule, members and their officers may use any or all of the following strategies to accommodate breaks to express milk:

- The unit may request out of service status
- Fire units may respond Mode 3
- The unit may inform the 9-1-1 Center/OIC of a delayed response.
- The position held by the lactating mother may be temporarily covered with available personnel.

This MOU should not be considered to be precedent setting in any way.

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Title: Temporary Assignment of Field Personnel to Other Duties

Background: On occasion, members are assigned to training or other special duties that range from a few weeks to an entire year. There has been confusion regarding the work schedule and compensation during this transition.

Resolution: If a member is temporarily assigned to duties other than field work, for a time period of less than one year, the following criteria shall be followed:

- 1. The member shall have no decrease in compensation of hourly rate, premium pay, or other.
- 2. Exchanges made prior to the temporary assignment shall be honored if the member is not already scheduled to work in their temporary assignment. Prior exchanges made during a scheduled work day shall be absorbed by the City.
- 3. Pay-back days that have been scheduled during the temporary assignment shall be rescinded and the member will re-pick the day after they have been released back to the field.
- 4. Vacation, holiday and sick leave hours shall be earned and calculated at the same rate as field personnel.
- 5. Members temporarily assigned to duties other than field work shall be compensated at flat rate of 7% above their current rank.

This MOU should not be considered to be precedent setting in any way.

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Title: Special Event use of Non-Local 311 Community Paramedics

Background: The City of Madison Fire Department (MFD) assigns its members to work special events outside their normally scheduled shifts. These special events are voluntary for the members and are paid in a variety of ways through contracts or direct bill to a customer. In recent years, special events have increased in number and the MFD has struggled to staff these events at times. In order to help fulfill our obligation to staff special events, the MFD would benefit from the utilization of our Community Paramedics. At this time, the MFD Community Paramedics are not Union Local 311 members, and by contract are not permitted to work special events. This MOU would allow for the utilization of non-Local 311 members as long as their medical license is at the level required to work the event. Also, all events would be first offered to Local 311 members; if there are still positions available, then they may be offered to non-Local 311 members.

Resolution:

1. When a special event is offered to Local 311 members and not all positions are filled, the request will then be offered to our non-Local 311 Community Paramedics.

This MOU will sunset in one year from the date signed below and should not be considered to be precedent setting in any way.

Agreed to this $\frac{20}{100}$ day of May, 2022.

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Memorandum of Understanding

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Title: Hybrid Work Schedule

Background: The Madison Fire Department has experienced difficulty in recruiting members to staff the Training Division in the 40 hour work-week capacity.

Resolution: Members have agreed to work in the Training Division on a hybrid schedule. If a member is assigned to the hybrid work schedule, the following criteria shall be followed:

- 1. Member shall be compensated at a flat rate of 3.5% above their current rank.
- 2. Member shall have no decrease of hourly rate or premium pay and will receive furlough compensation (1%) when not assigned to a Station.
- 3. Vacation, holiday and sick leave hours shall be earned and calculated at the same rate as field personnel.
- 4. Management will assign a hybrid work schedule consisting of one 24 hour field shift and 24 hours of training division shifts per week (48 hour work-week).
- 5. Member may exchange 24 hour field shifts, but may not work a 24 hour exchange when assigned to a training division shift.

This MOU shall not be considered precedent setting in any way.

Agreed to this 16th day of June 2022.

For the City

For Madison Fire Department For IAFF Local 311

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<u>Title:</u> Firefighter Skills Assessment Exemption for 40-Hour Commissioned Members

Background: In the current Collective Bargaining Agreement between IAFF Local 311 and the City of Madison; ARTICLE VII; HOURS OF WORK, it is stated, "The Chief of the Department may from time to time assign any member from the 48-hour work week to the 40-hour work week or any member from the 48-hour as the good of the service warrants." 40-hour work week positions are assigned for administrative work and are not part of daily staffing for operations. Although members are assigned to administrative work, they are still required to complete Firefighter Skills Assessments (FFSA) every other year. The purpose of this MOU is to establish guidelines for an exemption of the FFSA when members are assigned to a 40-hour work week in an administrative role.

Resolution:

- 1. If a commissioned member is assigned to the 40-hour work week, they will have the ability to request an exemption to the FFSA. The exemption shall be granted under the following conditions:
 - a. The member shall not be permitted to work in an operations role in any capacity including, but not limited to, overtime staffing, special event staffing and special duty staffing.
 - b. The member agrees that if they are re-assigned back to the 48-hour work week in operations, that they will be required to complete the FFSA within three (3) months.

This MOU will sunset in three (3) years from the date signed below and should not be considered to be precedent setting in any way.

Agreed to this day of June 2022

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