

**WORKING CONDITIONS  
AGREEMENT**

**January 1, 2010 - December 31, 2011**

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**CITY OF FOND DU LAC, WISCONSIN**

**AND**

**FOND DU LAC CITY FIRE  
SUPERVISORY ASSOCIATION**

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**AGREEMENT**

**THIS AGREEMENT** is entered into to be effective the 1st day of January, 2010, by and between the City of Fond du Lac, Wisconsin, party of the first part, hereinafter referred to as the **CITY** and the Fond du Lac City Fire Department Supervisory Association, party of the second part, hereinafter referred to as the **ASSOCIATION**. This Agreement shall remain in effect through December 31, 2011.

**ARTICLE I**

**PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the **CITY** and the **ASSOCIATION** and to set forth herein rates of pay and other terms and conditions of employment to be observed by the parties hereto.

**ARTICLE II**

**RECOGNITION**

The **CITY** recognizes the **ASSOCIATION** as the exclusive bargaining agent for the members of the Fond du Lac Fire Department, excluding the Fire Chief and the Assistant Chiefs, Training/Safety Officer, Fire Fighters, Paramedics, Lieutenants and Inspectors, in accordance with Wisconsin Statutes.

**ARTICLE III**

**DURATION**

Except as otherwise specified herein, this Agreement shall take effect January 1, 2010, and shall remain in full force until and including December 31, 2011. This Agreement shall be automatically renewed from year to year unless the party desiring to open discussion submits to the other party in writing its proposals on or before the 1st day of July, 2011, or any succeeding effective year of this Agreement. An initial meeting of the parties shall be held within thirty (30) days of the filing of any request, but not later than August 1 of any effective year, or at a date mutually agreed to by the parties.

**ARTICLE IV**

**HOURS**

- 1) All employees working on the platoon system of twenty-four (24) hour shifts shall work an average fifty-six (56) hour work week.
- 2) Definition of a workday. The workday consists of a period of twenty-four (24) consecutive hours on duty, to commence at 8:00 a.m. one day to 8:00 a.m. the following day.
- 3) Definition of a work week. The normal work week shall consist of fifty-six (56) hours of

duty and shall be on the following schedule: Each twenty-four (24) hour period on duty shall be followed by a twenty-four (24) hour period of rest, except that after the third twenty-four (24) hour period of rest there shall be three (3) additional consecutive twenty-four (24) hour periods of rest, it being the intent that each man's schedule shall be a continuation of the schedule in effect from January 1, 1967.

Administration of this schedule and resultant assignments shall be the responsibility of the Fire Chief (Chief) or Assistant Fire Chief (Assistant Chief) as may be designated by the Chief.

- 4) Members of the **ASSOCIATION** working a fifty-six (56) hour work week are:
  1. Captains

Changes in workdays may be made between members of the **ASSOCIATION**, if the substitute is of the same rank as the position for which he is substituting or qualified to perform the rank of the position for which he is substituting. All work changes must be approved by the Chief or the Chief's designee.

## **ARTICLE V**

### **SALARIES**

The 2010 - 2011 salary schedule for positions covered by this Agreement shall be as those listed in the Appendix.

## **ARTICLE VI**

### **OVERTIME**

1) Employees will be compensated at the rate of time and one-half (1/2) based on their hourly rate for all hours worked in excess of a normal work week, subject to the limitations listed elsewhere in this Article. The base hourly rate shall be determined by dividing the biweekly base salary stated in the contract, by 112 hours. The overtime rate shall then be computed at time and one-half (1/2) the resultant hourly rate.

2) Call Time. Employees recalled for duty shall receive time and one-half (1/2) pay and a minimum of three (3) hours time shall be paid to each employee.

3) Extended Shift. When employees are required to work beyond their normal scheduled hours, they shall be paid overtime at time and one-half (1/2) for all overtime worked. In these situations payment shall be made for fifteen (15) minute increments.

An employee required to appear in court outside of his regular duty hours in a case related to his work shall be eligible for overtime compensation in accordance with provision (1) above for a minimum of two (2) hours provided that he turns over to the **CITY** any witness fee he receives for such appearance.

4) Compensation for overtime shall be paid in cash or compensatory time, as an employee may choose; however, compensation time up to seventy-two (72) hours may be paid to each employee each year. Hours in excess of seventy-two (72) will be carried over to the following year.

6) An employee will be allowed to convert up to 72 hours of compensatory time to three (3) staff days in 2010. Effective January 1, 2011, an employee will NOT be allowed to convert any compensatory time to staff days.

## **ARTICLE VII**

### **CLOTHING MAINTENANCE**

In 2010 - 2011, the **CITY** agrees to provide a clothing maintenance allowance in the amount of three hundred fifty dollars (\$350.00) per employee per year. Payment shall be made in the amount of \$175.00 in January of each year to each person employed as of the preceding December 31st and \$175.00 in July of each year for each person employed as of the preceding June 30th. In addition to the turnout gear described in the Equipment List, in 1995 and 1996 the **CITY** shall provide uniform apparel as described in the Equipment List included in this Article to all employees at **CITY** expense.

Uniform apparel and turnout gear mentioned in the Equipment List included in this Article shall be provided to an employee on a replacement basis. If an employee does not possess the items included in the Equipment List or does not possess the quantity of items specified in that list, the **CITY** shall provide such items to the employee after an inventory of the employee's uniform apparel and turnout gear is conducted by the Fire Chief's designee. Equipment List items shall be inspected periodically by the Fire Chief's designee or upon the request of the employee. Items shall be replaced as needed as determined by the Fire Chief's designee. Replacement orders shall be processed by the City Purchasing Division.

All articles of clothing and equipment provided under this Article shall remain the property of the **CITY** and shall be returned to the **CITY** upon an employee's termination of employment.

During the term of this Agreement, an employee's turnout gear and uniform apparel shall consist of the items described in the following list. The Fire Chief may modify the list at his discretion by including additional items or increasing the quantity of items included in the following list:

<b>EQUIPMENT LIST</b>			
<b>TURNOUT GEAR:</b>			
<b>Quantity</b>	<b>Item</b>	<b>Quantity</b>	<b>Item</b>
1	NFPA Approved Helmet With Eye Protection and Liner	1 pair	Leather or Rubber Boots
1	NFPA Approved Turnout Coat	1 pair	NFPA Approved Turnout Pants With Suspenders
1	NFPA Approved Protective Hood	1 pair	NFPA Approved Gloves
<b>UNIFORM APPAREL:</b>			
<b>Quantity</b>	<b>Item</b>	<b>Quantity</b>	<b>Item</b>
1	Long Sleeve Shirt	1	Winter Hat
1	Short Sleeve Shirt	1	Jumpsuit
3 Pair	Pants	As Needed	Shoulder Patches
6	T Shirts	As Needed	Collar Insignias
3	Polo Shirts	2	Badge
2	Sweatshirts	3	Towels
1	Summer Hat	1	Blue Tie
1	Winter Coat With Summer Liner	1	Dress Uniform for Honor Guard Members

**ARTICLE VIII**  
**Group Health Insurance**

The City shall provide a group comprehensive major medical plan that shall become effective April 1, 1992. Such coverage will meet or exceed the benefits that have been provided in the past unless specified below:

- 1) Effective January 1, 2004 the Health Insurance Plan shall be modified as outlined below:
  - a. The drug card program will be implemented with a \$5.00 co-pay for generic drugs and a \$15.00 co-pay for brand name drugs.
- 2) Effective January 1, 2006 a \$200 per person per year deductible in plan, \$300 per person per year Deductible out of plan, maximum \$500 family per year in plan, maximum \$750 family per year out of plan, to be applied to all benefits other than the following: outpatient psychiatric care, outpatient drug and alcohol abuse care, pre-admission testing, and second surgical opinion. These services will not be subject to the deductible. In all cases, the maximum total

deductible will be \$300/single, and \$750/family. (Tier 3 of FABOH will be implemented with co-pays of 90/10 in plan and 60/40 out of plan.)

- 3) In the event that FABOH or the community health plan providers change or disband the City agrees to maintain at a minimum the current insurance benefits provided until the City and Supervisory Association are able to negotiate a new insurance plan.
- 4) After \$1,000 per individual, \$2,000 per family aggregate is paid in a calendar year under the co-pay provision; the medical charges for that individual/family will be covered at one hundred percent (100%). The maximum out of pocket costs will be \$1,100 for single and \$2,300 for family.
- 5) Effective January 1, 2010, employees shall contribute 10% of the premium or a cap of \$50/single or \$100/family per month. Employees participating in a Health Risk Assessment (HRA) must notify Human Resources by November 1<sup>st</sup> in writing each year. Upon verification by the City, those employees will pay a maximum of 7.5% or a cap of \$50/single/\$100/family per month of the premium in 2010 and 2011. The Wellness/Fitness program which provides physicals at no cost to the employee meets the criteria to qualify for the reduced contribution. If the department elects not to provide the physicals, the City will cover the cost of the HRA. The HRA is a voluntary program which is utilized for early recognition of health risk factors and will remain confidential between the employee and health care provider. The HRA consists of a blood draw to check cholesterol levels, an urinalysis to check sugar levels, a completion of a health risk survey, and an evaluation of vital signs.

**COMPREHENSIVE MEDICAL BENEFITS**

<b>Provision</b>	<b>Benefit</b>
<b>Individual Deductible</b>	PPO: \$200 PER PERSON PER CALENDAR YEAR Non-PPO: \$300per person per calendar year
<b>Family Deductible Limit</b> <ul style="list-style-type: none"> <li>• Eligible charges for family members who are covered under the Plan may be applied toward satisfaction of the family deductible limit, however, no more than \$200 (PPO) or \$300 (Non-PPO) on any one individual will be applied toward the family deductible limit.</li> <li>• If 2 or more members under the same family incur expenses for Covered Services as a result of injuries received in the same accident, only one deductible is required for all covered services related to that accident.</li> </ul>	<p align="center">PPO: \$500 per family per calendar year</p> <p>Non-PPO: \$750 per family per calendar year Expenses incurred for eligible services in the last 3 months of the calendar year are also applied toward satisfaction of the deductible for the next following calendar year.</p>
<b><u>Coinsurance Paid By The Plan</u></b> Unless otherwise specified, after satisfaction of the deductible amount eligible charges are covered as specified up to the Maximum Out-of-Pocket Amounts.	<p align="center">PPO: 90% Non-PPO: 60%</p>
<b><u>Maximum Out-of-Pocket Amounts</u></b> Unless otherwise specified, after satisfaction of the following out-of-pocket amounts, eligible charges will be covered at 100% for the remainder of that calendar year. Maximum Out-of-Pocket Amounts are combined for both PPO and Non-PPO providers. However, the Maximum Out-of-Pocket Amount paid per calendar year shall not exceed the Non-PPO amounts. Eligible charges applied toward the following will not be applied toward satisfaction of the Maximum Out-of-Pocket Amounts: ANY DEDUCTIBLE AMOUNTS; Any penalty amounts; and any charges not covered by the Plan.	<p align="center"><b>Individual:</b> PPO: \$500 Non-PPO: \$800</p> <p align="center"><b>Family:</b> PPO: \$1,000 Non-PPO: \$1,550</p>

- 6) A mail order option will be available for the medications allowed with the employee paying two co-pays for a three (3) month supply with the plan paying the shipping and handling.
- 7) The major medical maximum shall be \$2,000,000 effective January 1, 2007.

- 8) Inpatient psychiatric care is covered for thirty (30) days per calendar year payable at one hundred percent (100%) with no deductible.
- 9) Inpatient drug and alcohol care is covered for thirty (30) days per calendar year payable at one hundred percent (100%) with no deductible.
- 10) Home health care is covered at forty (40) visits per calendar year and an additional forty (40) visits for hospice care.

Effective December 11, 1986, the group health insurance that existed in the past shall be modified as follows:

- 1) Add a cost containment program which includes
  - a. Prior notification of planned hospital confinement and notification of emergency hospital confinement within seventy-two (72) hours.
  - b. Second surgical opinions on the following procedures: Cataract Removal; Cholecystectomy; Hemorrhoidectomy; Hernia Repair; Hysterectomy for Non-Malignancy; Myringotomy; Prostatotomy for Non-Malignancy; Septoplasty; Thyroidectomy for Non-Malignancy; Tonsillectomy; and Varicose Veins.
  - c. Outpatient surgery for the following procedures except cases in which there is a valid medical reason as certified by the attending physician for performing the surgery on an inpatient basis: Adenoidectomy; Aspiration and Drainage of Abscesses, Cysts or Hematomas of Skin or Subcutaneous Tissues; Biopsy of Skin, Muscle, or Bone; Bunionectomy; Carpal Tunnel Release; Cataract Removal; Circumcision (other than newborn infant); Dilation and Curettage; Fistulectomy; Ganglionectomy; Hammertoe Operation; Hemorrhoidal Banding; Meatomy; Myringotomy; Polypectomy; Septoplasty; Sphincterotomy; Tubal Ligation (any method) Vasectomy; Oral Surgical Procedures such as Alveolectomy (not in conjunction with extractions), Apicotomy, Extractions of Impacted Teeth, Frenectomy; Gingival Flap Procedure, Gingivectomy, and Osseous Surgery.
  - d. Charges for services rendered by a chiropractor shall be covered in accordance with provisions mandated under State Statute 632.87(1)(3) until such time as there is a change in state law which would allow a return to the previous bargained agreement which provided coverage for chiropractic services with a specific \$250/person/year cap.

Effective January 1, 2007, the City will provide organ transplant coverage per the following language:

**Human Organ and Tissue Transplant:**

Eligible charges are covered for human organ and tissue transplants if the transplant procedure is considered to be Medically Necessary and is not Experimental or Investigational. When a donor or recipient is involved, charges are covered as follows:

1. when both the recipient and the donor are covered by the Plan, each is entitled to benefits under the plan;
2. when only the recipient is covered by the Plan, the covered person who is the recipient is entitled to the benefits under the Plan and the donor is entitled to certain limited benefits as specified by the Plan. In this instance, for the donor, only those eligible charges for services to donate the human organ or tissue will be covered. The donor will be eligible for these specified benefits under the Plan only if such charges are not covered for the donor from any other source, including for example, any insurance coverage, employee benefit plan or government program. Eligible donor charges covered by the Plan will accumulate toward any maximum applicable to the covered person who is the recipient; or
3. when only the donor is covered by the Plan, the donor is entitled to the benefits of the Plan, however, any other source of coverage available to the donor will be considered the primary payor of benefits and this Plan will be the secondary payor of benefits. No benefits are provided to the non-covered transplant recipient.

Eligible charges related to an organ or tissue transplant include for example hospitalizations, supplies and medications which are dispensed while either an inpatient or outpatient in a medical facility and those related to the evaluation and/or procurement of the organ or tissue. Benefits related to procurement of the transplanted organs are limited to \$10,000 per organ. This includes tissue typing, donor searches, and surgical removal procedures, storage and transportation of the procured organs. Benefits will not be duplicated if they are available from another plan, an organization or Medicare.

**Preauthorization:** With the exception of kidney benefits, Preauthorization is required before the Plan will cover benefits for a transplant. The Physician must certify, and the Plan must agree, that the transplant is Medically Necessary. The covered person's physician should submit a written request for Preauthorization to the Plan as soon as possible to start this process. Failure to obtain preauthorization will result in a denial of benefits.

**Waiting Period:** To be Eligible for organ transplant benefits, the covered person must be continuously covered under this Plan for a period not less than three hundred sixty-five (365) days. Time served under this Group's previous plan for a covered transplant will be credited toward the three hundred sixty-five (365) day waiting period. The Plan will only credit time for those transplants which were a covered benefit under the Group's previous plan.

This waiting period is not the same as a Pre-existing Condition Limitation Period nor will Creditable Coverage provisions apply. The waiting period is a separate waiting period for transplants only. The

waiting period does not apply to kidney transplants.

**Services not Covered:** Services, supplies, or equipment (even if associated with a covered organ transplant for:

- Procedures involving non-human and artificial organs.
- Lodging expenses.
- Transportation expenses except for Medically Necessary ambulance service.
- Any organ transplant not specifically listed as a Covered Service.
- Services and supplies required in connection with or as the result of a non-covered organ transplant procedure.
- Purchase price of an organ that is sold rather than donated to a covered person.

For purposes of these exclusions, organ transplants include bone marrow and stem cell transplants.

A penalty of a twenty-five percent (25%) reduction in plan benefits will be assessed against employees who fail to comply with the provisions of the cost containment program for services subject to cost containment procedures. However, in instances where the employee complies with the program but his health care provider fails to follow up appropriately with the insurance administration or where there is a dispute between the insurance administrator and the health care provider and the employee has complied with the cost containment provisions, the employee will be held harmless.

2) Employees that retire in accordance with the provisions of the Wisconsin Retirement System, or who are forced to retire due to a duty disability, shall be entitled to continue the City of Fond du Lac Group Health Care Coverage, all coverage will be at the employees expense, paying the full cost of group coverage. The coverage options include:

- Single Coverage (Under 65)
- Family Coverage (Under 65)
- Medicare Combination (Single Over 65)
- Medicare Combination (Two Over 65)
- Medicare Combination (One Over/One Under 65)

\* Employees paying for the coverage may choose from any of the above plans as their need and discretion warrant.

The City shall provide to all employees retiring from service, who qualify for a Wisconsin Retirement System annuity, twelve (12) months of paid health insurance under the City's then existing health insurance program. The City shall provide twelve (12) months coverage to all full-time regular employees who meet the following conditions:

1. Retiring employees must have a minimum of ten (10) years of service to the City of Fond du Lac.
2. Employees retiring with Good Attendance Bonus Credits will utilize the City paid health insurance program before utilizing Good Attendance Bonus Credits.
3. Retiring employees shall have their option of selecting the appropriate coverage at the time of retirement. Options shall include single coverage, family coverage or any other option available at the time of retirement.

## **ARTICLE IX**

### **GROUP LIFE INSURANCE**

The **CITY** shall continue to provide the same type of group life insurance program as has been provided in the past with identical coverage and benefits. This program will be made available to all employees. The **CITY** shall continue to pay the full premium cost for all employees.

## **ARTICLE X**

### **WORKER'S COMPENSATION**

An employee who is absent due to injury or illness caused while in the performance of his duties shall receive 90% of his regular total earnings from the **CITY** for absences of three days or less. For absences of three days or more, the employee shall receive an amount from the **CITY** for the first three days of absence sufficient to provide him with 90% of his regular total earnings when combined with Worker's Compensation. Thereafter, the employee shall receive from the **CITY** an amount that will provide him with 90% of his regular total earnings when combined with Worker's Compensation.

## **ARTICLE XI**

### **SICK LEAVE**

Sick leave will be administered by the Chief or such Assistant Fire Chief as may be designated by the Chief.

All permanent full-time and probationary 56 hour employees shall accumulate sick leave with pay at the rate of twelve (12) working hours for each month of service. Unused sick leave credits shall accumulate to a maximum of six (6) working days per year at the above rate. Total sick leave accumulation shall not exceed sixty (60) working days.

An employee may use sick leave with pay for absence necessitated by injury or illness. In the event an employee's wife, children or other members of his family living at his residence are injured or ill in such manner as to require the employee's presence, such employee may use up to one (1) day of his

accumulated sick leave credits per incident. The latter provision is to allow the employee time to make arrangements for the care of the injured or ill person or for the care of the employee's children in case the employee's spouse is injured or ill and therefore is to be used only when such injury or illness occurs just prior to or during an employee's workday.

In order to qualify for sick leave payments, an employee must:

- 1) Report his absence to the Chief or his designated representative prior to the start of his workday.
- 2) Keep the Chief or his designated representative informed of his condition.
- 3) Submit a doctor's certificate for such absence if it is in excess of three (3) working days.

The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for said period of absence.

- 4) Apply for and report such leave according to the procedure established by the **CITY**.

Sick leave should be regarded by all as valuable free health and welfare insurance which, in the best interests of the employee, should not be used unless really needed. Sick leave is not "a right" like vacation; it is a privilege to be used carefully.

All sick leave shall be subject to administration by the Chief or such Assistant Fire Chief as may be designated by the Chief. Serious cases of excessive abuse, as determined by the Chief and City Manager, will be grounds for disciplinary action or dismissal of the employee concerned.

Employees who retire in accordance with the provisions of the Wisconsin Retirement System or who are forced to retire due to a duty disability shall be entitled to a cash payment of \$30.00 for each day of unused sick leave in their sick leave bank at the time of their retirement. Employees may not receive payment for more than sixty (60) days of accumulated sick leave or a total cash payment of no more than eighteen hundred dollars (\$1800.00) under this provision.

In the event an employee has exhausted his accumulated sick leave, other employees of equal or higher rank may work for the employee up to a maximum of ten (10) days.

Medical examinations by a physician of the City's choosing may be required after prolonged, serious or repetitious illness, major surgery, or injury not incurred on the job. Return to duty after such illness depends on the decision of the Fire Chief and the City Manager, based on advice of the supervisor, medical information supplied by the employee's physician and the physician of the City's choosing.

**ARTICLE XII**

**JURY DUTY**

A member of the bargaining unit subpoenaed for jury duty shall be paid the difference between his regular rate of pay and the rate paid for jury duty for days that he was scheduled to work provided that he reports back to work as soon as excused from jury duty and that he provided the City with a copy of the jury duty check or a certificate of jury duty service available from the Clerk of Courts.

**ARTICLE XIII**

**LEAVE WITHOUT PAY**

Request for leave without pay for justifiable reasons as determined by the Chief may be granted by the Chief upon proper notification for five (5) or less calendar days. If a longer leave is required, it must be made on Personnel Form 3 and be subject to approval by the Chief, Personnel Director and City Manager. If said approval is not granted for any reason, such leave is denied. Leave without pay is provided to cover extreme conditions such as, but not limited to, a distant funeral requiring more than the authorized days of paid funeral leave or for illness when paid benefits have expired.

**ARTICLE XIV**

**GOOD ATTENDANCE BONUS PROGRAM**

Section 1 - Effective January 1, 1987, 56 hour employees who accumulate sixty (60) days of unused sick leave shall be eligible to participate in the Good Attendance Bonus Program. Under the program, those employees who use no sick leave during the month and whose unused sick leave accumulation totals sixty (60) days at the end of each month, will be entitled to 1.25 retirement insurance credits at the end of each month. The City shall maintain a record of all retirement insurance credits accumulated by each employee.

Section 2 - During 2010 - 2011 and upon retirement, the accumulated retirement insurance credits of each employee shall be converted into cash at the rate of \$89.35. The credit amount will be adjusted annually by the annual wage adjustment percentage.

Section 3 - Upon retirement, the case equivalent of all accumulated retirement credits shall be paid in cash to the employee or placed in an escrow account or a qualified Voluntary Employment Benefit Association (VEBA) from which the retiree's group health insurance premiums will be paid in monthly installments until the account is exhausted.

**ARTICLE XV**

**FUNERAL LEAVE**

Each employee shall be allowed time off with pay from the time of death including one day after the funeral. However, leave should be limited to a maximum of five (5) consecutive days commencing with the day following the day of death of a member of the immediate family. An employee's immediate family is defined to include his mother, father, stepmother, stepfather, brother, sister, son, daughter, wife, stepchild, father-in-law and mother-in-law or the employee's legal guardian.

In the event of the death of the employee's mother-in-law, father-in-law, spouse's legal guardian, brother-in-law, sister-in-law, grandparents, grandchildren, aunt or uncle, he shall be allowed one work day off with pay for the purpose of attending the funeral home visitation or the funeral.

**ARTICLE XVI**

**EMERGENCY LEAVE**

In the event of an emergency, the Chief or the Chief's designee may grant an employee up to three (3) hours of emergency leave with pay. Such emergency must involve the employee's household or a member of his immediate family; i.e., spouse or children.

**ARTICLE XVII**

**HOLIDAY LEAVE**

All regular full-time and probationary employees shall receive fifteen (15) hours pay in addition to their salary for each of the following holidays: New Year's Day; Easter Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; President's Day (third Monday in February) and such other days as the City Council by resolution may fix. All regular full-time and probationary employees shall receive seven and one-half (7-1/2) hours pay in addition to their salary for Friday before Easter afternoon and Christmas Eve. Employees who are forced to work overtime on any of the above-listed holidays will receive two and one-quarter (2-1/4) times their regular pay for hours worked in addition to their holiday pay. This provision shall not apply to employees who voluntarily agree to work overtime on listed holidays.

All regular full-time and probationary 56 hour employees shall receive two (2) floating holidays per year. Floating holidays may be used as holidays at the choice of the employee provided that he/she shall request utilization of such a day from his/her supervisor a minimum of one (1) working day prior to the day he/she desires to use it. Such authorization by the supervisor shall be subject to the staffing needs of the department. Floating holidays must be used within the year in which they are granted unless the employee retires in January, in which case the holiday will be paid in cash. New employees shall be eligible to use floating holidays after they have completed three (3) months of

employment as an officer in the Association.

## **ARTICLE XVIII**

### **VACATION**

Each full time employee assigned to work a fifty-six hour work week shall be granted a vacation leave of six (6) workdays (144 hours) after one (1) year of service, nine (9) workdays (216 hours) after eight (8) years of service, ten (10) workdays (240 hours) after fifteen (15) years of service and thirteen (13) workdays (312 hours) after twenty (20) years of service, fourteen (14) workdays (336 hours) after twenty-two years of service, and fifteen (15) workdays (360 hours) after twenty-three (23) years of service.

Effective January 1, 2004, each full-time employee assigned to work a fifty-six hour work week shall be granted a vacation leave of six (6) workdays (144 hours) after one (1) year of service, nine (9) workdays (216 hours) after eight (8) years of service, twelve (12) workdays (288 hours) after fifteen (15) years of service and (15) workdays (360 hours) after twenty-three (23) years of service. Employees with 20 or more years of service as of January 1, 2004 will be grandfathered at the existing vacation schedule.

Vacations will be administered by the Chief.

Vacation accrual for any given year shall be based upon the whole number of years of service to be completed during that year. Employees with less than one year of service as of December 31 of the preceding year shall earn a pro rata portion of the vacation benefit based on the number of months of service completed as of December 31 of the preceding year.

## **ARTICLE XIX**

### **REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION**

1) An employee desiring to further his education and training shall be reimbursed by the **CITY** for the cost of tuition and books for those courses listed in Appendix B or their recognized equivalents. To be eligible for such a reimbursement, the employee must receive a grade of "C" or better and must be ineligible for Veteran's Benefits. If an employee is seeking reimbursement for a course equivalent to one of those listed in Appendix B, the employee must certify comparability of the course to the Chief on a form provided by the **CITY** prior to the commencement of the course.

2) The **CITY** shall pay in addition to the benefits provided elsewhere in this contract, the sum of \$2.31 biweekly for each 3 credit course successfully completed by an employee. To be eligible for such reimbursement, the following requirements must be met:

a) The courses approved as eligible for additional compensation are those listed in Appendix B or their recognized equivalent. If an employee is seeking additional compensation for a course equivalent to one of those listed in Appendix B, the employee must certify comparability of the

course to the Chief on a form provided by the **CITY**.

b) Additional compensation will be provided for successfully completing any twelve (12) of the courses listed in Appendix B.

c) The employee must receive a grade of "C" or better.

3) Compensation provided in Section 2 of this Agreement will not be considered in determining holiday pay, other pay rates, or benefits.

4) Employees shall complete one year of satisfactory service before becoming eligible for the compensation provisions of Section 2 of this Article.

5) Employees who have taken approved courses listed in Appendix B or their recognized equivalent prior to their employment with the **CITY** shall be eligible for compensation as outlined in (2) above on the basis of 6 credits after the completion of one year of service and 6 credits per year for each succeeding year of service until the total number of previously earned and recognized credits equals the total number of credits approved in the then existing **CITY** program.

6) Courses offered as part of a Fire Science program at accredited Universities may be substituted for courses offered by the Wisconsin State VTAE Districts and shall be eligible for compensation on the same basis. In addition, courses in Fire Science offered by other institutions may be included in the foregoing program by agreement between the City and an Association member. Reimbursement for tuition and required textbooks will be paid, up to the rate charged by the UW System, upon course completion and the presentation of documents outlining these costs not to exceed \$2,000.00 annually effective July 1, 2002, except with approval by the Fire Chief.

7) An Association member who, during his employment with the City, obtains a college or university diploma that the City feels contained courses relevant to firefighting work and which therefore might aid the member in performing his duty, may receive compensation in the amount of (\$48.08 biweekly) for a Bachelors Degree and (\$57.69 biweekly) for a Masters Degree, in addition to any other compensation listed in this contract.

8) Repayment of Reimbursement. Any Association member receiving reimbursement from the City and who leaves employment with the City within three years of said reimbursement shall be required to repay the City the amount of reimbursement received based on the following rates:

- A. 0 to 12 months – 100% of reimbursement;
- B. 12to 24 months – 66% of reimbursement;
- C. 24 to 36 months – 33% of reimbursement;
- D. Over 36 months – no reimbursement.

**ARTICLE XX**

**WORKING OUT OF RANK**

Effective with the adoption of the resolution, unless otherwise approved by the Fire Chief, Captains assigned to a 56-hour schedule covered under this agreement will not be permitted work shift overtime for any rank below Lieutenant. Captains assigned to 56-hour will be able to make shift trades with the rank of Lieutenant so long as the trade meets the guidelines set forth in Article IV of this agreement.

**ARTICLE XXI**

**RETIREMENT BENEFITS**

The **CITY** shall pay up to nine percent (9%) of all eligible earnings as each participating employee's normal employee contribution to the Wisconsin Retirement Fund.

**ARTICLE XXII**

**WAIVER OF RIGHTS**

Neither party to this Agreement by such act at the time hereof or subsequent hereto agrees to and does waive any rights possessed by it or them under state and federal laws, regulations or statutes.

**ARTICLE XXIII**

**SAVINGS CLAUSE**

In the event any clause or portion of this Agreement is in conflict with the statutes of the State of Wisconsin governing municipalities or other statutes, such clause or portion of the Agreement shall be declared invalid and negotiations shall be instituted to adjust the invalidated clause or portion thereof.

**ARTICLE XXIV**

**LAYOFF AND RECALL**

In the event of a layoff of personnel in the department, procedures established under Section 62.13 (5m) (a) (b) (c) of the Wisconsin Statutes shall be followed. For the term of this contract, specifically 2010 and 2011, the City agrees not to layoff and/or involuntary furlough members covered by this collective bargaining agreement.

**ARTICLE XXV**

**GRIEVANCE PROCEDURE**

All grievances as herein defined shall be processed in the following manner:

- 1) Both the **ASSOCIATION** and the **CITY** recognize that grievances and complaints shall be

settled promptly and at the earliest possible stage and that the grievance process must be initiated within five (5) days of the incident or knowledge of the incident, whichever is later. Any grievance not filed within five (5) shall be invalid.

2) Grievance related to this Agreement, wages, hours, and conditions of employment may be processed in accordance with the grievance procedure.

3) Nothing contained herein shall be construed to divest the Police and Fire Commission of the City of Fond du Lac of any rights, responsibilities or authority provided by Section 62.13 of the Wisconsin State Statutes. However, in the event the State Supreme Court determines that Chapter 111.70 of the Wisconsin Statutes supersedes Chapter 62.13 of the Wisconsin Statutes, disputes arising out of the disciplining of an employee shall be subject to all steps of the grievance procedure.

4) Any employee may process his grievance as outlined in this Article and shall have the right to representation by the **ASSOCIATION** in conference with the **CITY**.

**Step 1 -** The aggrieved employee shall present the grievance orally to the Fire Chief, either alone or accompanied by an **ASSOCIATION** representative. If the grievance is not resolved within five (5) days (Saturdays, Sundays and holidays excluded), the aggrieved employee may process the grievance as outlined in Step 2.

**Step 2 -** The grievance shall be presented by letter to the Human Resources Director. If it is not resolved at this level within a reasonable time, as may be agreed by both parties, the Human Resources Director shall state his position in writing and the decision of the Human Resources Director shall be final.

## **ARTICLE XXVI**

### **RIGHTS OF EMPLOYER**

It is agreed that the rights, functions and authority to manage all operations and functions are vested in the **CITY** and include, but are not limited to the following:

- a. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council.
- b. To manage and otherwise supervise all employees in the bargaining unit.
- c. To hire, promote, transfer, assign and retain officers and to suspend, demote, dismiss or take other disciplinary action against officers as circumstances warrant.
- d. To relieve officers of duties because of lack of work or for other legitimate reasons.
- e. To maintain the efficiency and economy of the **CITY** operations entrusted to the administration.

- f. To determine the methods, means and personnel by which such operations are to be conducted.
- g. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- h. To exercise discretion in the operation of the **CITY**, the budget, organization, assignment of personnel and the technology of work performance.

## **ARTICLE XXVII**

### **MODIFIED DUTY**

Modified Duty assignments may be granted by the Chief of the Fire Department upon proper submission of medical evidence of the employees' injury or illness by a licensed medical provider. The medical evidence shall indicate the nature of employees' injury or illness and the work the employee is capable of performing. Modified duty shall be made at the discretion of the Chief and upon the work available and the modified capabilities of the employee and there will be no permanent modified duty assignments. In implementing this paragraph, the Chief will use the following guidelines:

1. Union members on medical leave due to non-work related injury or illness who are not fit for full duty, but have been cleared by a medical professional to come back to work on modified duty, would have the option of the following:
  - a. Remain on sick leave until ready to return to full duty;
  - b. Work normal 24-hour shift cycle, but only be allowed to work 0800-1700 hours on scheduled shift days (Monday – Friday), and sick leave would be used from 1700-0800 hours; sick leave of 24 hours would be used on Saturdays and Sundays;
  - c. Work Monday – Friday 0800-1700 hours
    - i. Members who are on modified duty assignments would not be eligible for designated work out times during the business day.
    - ii. Modified duty assignments under b. and c. need written approval by the Fire Chief, Union, and the employee.
  - d. Members who are on modified duty assignments would not be eligible for designated work out times during the business day unless approved by a medical professional.
2. Union members on medical leave under workers compensation who are not fit for full duty, but have been cleared by a medical professional to come back to work on modified duty would work the following:
  - a. Regular 24-hour shift rotation.
  - b. Members who are on modified duty assignments would not be eligible for designated work out times during the business day unless approved by a medical professional.

Employees will not be assigned to work modified duty in any other City Department.

In the event an employee is unable to temporarily perform Fire Department duties due to a pregnancy or complication of a pregnancy, a modified duty assignment will be offered to the employee.

Upon release by the physician for modified duty, the employee shall report to his/her modified duty assignment.

Assignments shall be only Fire Department related and relative to rank and all training will be provided by the employer to maintain the efficient accomplishment of the assignments given.

Once an employee has been certified as fit for return to full duty, that employee will return to the position and unit to which the employee was assigned prior to the temporary disability unless in the interim the employee has received a promotion.

All benefits provided for by the Labor Agreement shall not be reduced due to a modified duty assignment.

The employee placed in a modified duty assignment shall not participate in outside employment beyond the current restrictions of his modified duty assignment in the Department.

The duration of the modified duty assignment for a duty related or non-line-of-duty injury or illness shall not exceed 120 calendar days from the date the employee is certified to perform modified duties as determined by the proper medical authority unless an extension is approved by the Chief and the Human Resources Director.

Any and all employees assigned to modified duty will not be counted toward the normal daily minimum staffing.

An employee on a modified duty assignment shall be allowed to take his/her previously scheduled vacation cycles. The employee may also hold the vacation selections until he/she returns to full assignment. If the employee returns to work and there are little or no vacation selections available, he/she may carry over the selections to the next year.

The employee may then pick these selections the next year after all of the other vacation selections have been made.

Employees on modified duty shall be scheduled for modified duty on the same shift the employee was assigned prior to the injury or illness.

No more than 1 employee from the Fire Supervisory Association may be assigned to modified duty at anytime.

Individuals with on duty injuries or illnesses will be given preference for modified duty assignments.

**ARTICLE XXVIII**

**EMT CERTIFICATION AND PAY**

Any officer required by the Fire Chief to maintain a State of Wisconsin EMT – basic certification shall receive a payment of \$15.00 per month. Such payment shall commence the first pay period following the date written evidence of certification is presented to the Fire Chief, and shall continue as long as the certification is maintained as required by the Fire Chief.

**ARTICLE XXIX**

**RESIDENCY**

After February 1, 2001, all new employees hired or promoted to the group will reside within 10 miles of the center of the City of Fond du Lac (measured by drawing a radius on a map from Main St. and Division St.).

**ARTICLE XXX**

**ASSOCIATION BUSINESS LEAVE**

Up to a total of one (1) workday of paid **ASSOCIATION** business leave shall be granted to officers of the **ASSOCIATION** to attend State Policy Supervisory Association conventions. This provision is subject to staffing requirements of the department. The one workday shall apply to the **ASSOCIATION** collectively so that the **CITY** is liable for up to one (1) workday per year.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this 27th day of October, 2010, by:

**CITY OF FOND DU LAC**

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**APPENDIX A**  
**BI-WEEKLY SALARY SCHEDULE**

<b>January 1, 2010 through December 31, 2011</b>		
	<b><u>Starting Salary</u></b>	<b><u>Maximum</u></b>
Captain	2,616.55	2,686.93

Employees promoted to positions covered by this Agreement shall move to the salary step for the higher classification, which represents at least a three percent (3%) increase in salary. Upon successful completion of one (1) year of service, employees shall be eligible to move to the maximum step of the salary range for their position. Progression to the maximum step of the salary range may be delayed by the Fire Chief for poor performance.

**APPENDIX B**  
**APPROVED EDUCATION PROGRAM FOR FIRE FIGHTERS**

**Fire Protection Technician Class List**

**Occupational Courses (36 Credits)**

<b>Number</b>	<b>Course Title</b>	<b>Credits</b>
10-503-100	Fire Service orientation	3
10-503-102	Firefighting Principals	4
10-503-120*	Fire Protection Systems	4
10-503-154*	Building Construction	3
10-503-104*	Fire Prevention	4
10-503-108*	Hazardous Materials	4
10-503-130*	Fire Protection Internship	2
10-503-140*	Fire Protection Hydraulics	4
10-503-111*	Tactical Operations & Disaster Planning	4
10-503-114*	Fire Investigation	3
10-503-135*	Firefighter Fitness	1

**Support Courses (13 Credits)**

<b>Number</b>	<b>Course Title</b>	<b>Credits</b>
10-107-150	Microcomputer Applications	2
10-804-121	Math-Technical 1	5
10-806-174*	Chemistry, General	4
10-890-103	Employability Strategies	1
10-599-101*	Health and Wellness for Firefighters	1

**General Education Courses (15 Credits)**

<b>Number</b>	<b>Course Title</b>	<b>Credits</b>
10-801-195	Communication, Written	3
10-801-196	Oral/Interpersonal Communication	3
10-809-198	Introduction to Psychology	3
10-809-195	Economics	3
10-809-196	Sociology, Introduction to	3

**Suggestive Electives (6 Credits)**

<b>Number</b>	<b>Course Title</b>	<b>Credits</b>
10-503-131*	Fire Protection Internship-Extended	2
10-503-132	Fire Protection Independent Study 1	1
10-503-133	Fire Protection Independent Study 2	1
10-531-102	Emergency Medical Technician-Basic	3
10-890-100	College Survival Skills	1

\*Required Classes  
 EMT as Curriculum requirement