

Working Conditions Agreement

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

**INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS, LOCAL 400**

AND

**CITY OF FOND DU LAC
WISCONSIN**

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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, and hereinafter referred to as the CITY, and the International Association of Fire Fighters, Local 400, hereinafter referred to as Fire Fighters.

Article 1

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 Fire Fighters, and to set forth herein rates of pay and other terms and conditions of employment to be observed by the parties hereto.

Article 2

Recognition

Recognizes the Fire Fighters as the exclusive bargaining agent for the members of the Fond du Lac Fire Department, excluding the Fire Chief, the Captains, and the Assistant Chiefs, in accordance with Wisconsin Statutes. Unless specified otherwise, the term Fire Fighter is used in this Agreement to refer to all positions included in the bargaining unit.

Article 3

Duration

This Agreement shall take effect January 1, 2010, and shall remain in full force and effect until and including December 31, 2011. This Agreement shall be automatically renewed from year to year unless the party desiring to open negotiations submits to the other party in writing its intent on or before ~~the~~ July 1, 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.

Article 4

Salaries

Section 1 – The wages and work rules shall be as set forth in the Appendices and shall be effective as of January 1, 2010, unless otherwise specified herein.

A. Maintain current wage schedule.

The Direct Deposit Payroll Program to be implemented in 1997 shall be mandatory effective January 1, 1997 for all new Fire Fighters hired after January 1, 1997.

The Direct Deposit Payroll Program to be implemented in 1997, shall be voluntary for all Fire Fighters hired before January 1, 1997, until January 1, 1998 at which time it shall be mandatory.

Funds will be deposited at the employee's choice of financial institutions and will be available no later than 0800 on Friday (six (6) day payroll lag). The City will be monetarily liable for any charges and

penalties assessed to employees for Not Sufficient Funds that result from the negligence of the City in administering the Direct Deposit Payroll Program.

Article 5

Hours

1) All Fire Fighters working on the platoon system of twenty-four (24) hour shifts shall work an average fifty-six (56) hour work week. Fire Prevention Officers shall be assigned to work a standard work week of forty (40) hours.

2) Definition of a work day. The work day of employees assigned to the platoon system shall consist 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. The work day for Fire Prevention Officers shall consist of a period of eight (8) consecutive hours on duty, to commence at 7:00 a.m. and extend through 4:00 p.m. each work day. The schedule of Fire Prevention Officers may be changed by the Chief or his designee with two (2) days notice to meet the workload demands of the Department.

New employees may be assigned to start employment on a standard work week of forty (40) hours. The Chief shall determine if the employee's pre-employment training must be upgraded prior to assignment to the platoon system. The assignment of a forty (40) hour week shall last no longer than fifteen (15) work days and may only be the employee's initial work schedule. Benefits including, but not limited to, salaries, sick leave accrual, and vacation accrual shall be the same as a member working a fifty-six (56) hour work week for the brief duration of the initial training.

3) Definition of a work week. The normal work week for employees working on the platoon system 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.

The normal work week for Fire Prevention Officers shall be forty (40) hours of duty and shall consist of five consecutive eight (8) hour work days beginning on Monday and ending on Friday of each week.

Administration of these schedules and resultant assignments shall be the responsibility of the Fire Chief (Chief) or his designee:

- 4) Members of the Fire Fighters working a fifty-six (56) hour work week are:
 1. Line Lieutenants
 2. Fire Fighters
 3. Paramedics

4. Fire Engineers
5. Paramedic Lieutenants
6. Fire Inspectors

Members of the Fire Fighters working forty (40) hour work week are:

1. Fire Prevention Officers

5) Changes in work days may be made between members of the Fire Department, if the substitute is of the same rank as the position for which he is substituting, or if the substitute has acted for a reasonable period of time in the same rank as the position for which he is substituting. All work changes must be approved by the Captain or as may be designated by the Chief. The City shall not be liable for overtime due to exchange of work hours.

The maximum consecutive trade periods shall be (6) six days. Employees trading to the maximum allowance must work one three (3) day cycle prior to the trade period and work one three (3) day cycle upon returning. In the event of an extraordinary and unexpected occurrence necessitating additional leave time, the Chief may approve additional trade days if, in the Chief's judgment, such extension will not adversely affect the operations of the department. The Chief's decision shall be final.

If any employee misses required State or required Federal training due to a trade day they must make up the training on their own time. Required State or required Federal training shall consist of classes that are a part of training for certification or re-certification in FF I, FF II, Incident Command, Confined Space entry, Hazardous Material Training, EMT Refresher, Paramedic, Paramedic Refresher, FADO, or any other current or future required State or required Federal training. Employees will be given as much notice as possible for upcoming required State or required Federal training, but notice will be given no later than the 15th of the month prior to the upcoming month's training.

Once a trade is approved the employee who will be working for the person originally scheduled to work will be responsible for the scheduled work day, however either employee has the right to cancel the trade up to five (5) days prior to the trade date as long as the other party to the trade is notified. After five (5) days prior to the trade the substitute employee accepts total responsibility for the trade date. As the person responsible for the work day he will be charged a sick day if, as the result of a non-work related injury or illness, he is unable to fulfill his obligation under the approved trade.

Trades may not be requested more than three (3) months in advance of the trade date, and all trade requests will be returned to the employee requesting the trade before the end of his next work day. When possible, employees should attempt to notify management of their requested trade at least 48 hours prior to the trade date.

When requesting an out of rank trade, management has the right to withhold approval until the actual trade date. If this is not acceptable, the employee must arrange to have a person of his/her rank agree to stand by for them on the morning of the trade day. In those cases where the employee

requesting an out of rank trade has arranged for a stand-by the trade will be approved as would a rank for rank trade.

When subsequent to a trade having been approved, the employee who was originally scheduled to work the day goes on workers compensation five (5) days or less before the trade date the person who was scheduled to work the day under the trade agreement will be required to work the trade date. When the employee originally scheduled to work the day goes on workers compensation six (6) days or more prior to the trade date the trade will be canceled.

When subsequent to a trade having been approved, the employee agreeing to work the day for the employee originally scheduled to work goes on workers compensation five (5) days or less before the trade date the approved trade will stay in force. The person originally scheduled to work the day will be off and the person who agreed to work the day will be on authorized leave under worker's compensation.

When a trade is approved and the employee working for the scheduled employee goes on workers compensation six (6) days or more before the trade date he/she will attempt to contact the regularly scheduled employee and inform that person that the trade is canceled. He will also keep management informed of his efforts in this regard. If the regularly scheduled employee cannot be contacted the employee will be absent from duty on the trade date under workers compensation and the City will provide coverage for the day.

(6) It is agreed that on infrequent occasions, the City shall have the right to schedule and assign public education and public relations activities outside of the normal duty day including weekends provided:

- a) A maximum of 4 hours of such duty on a weekend day and no more than 3 hours on any weekday evening.
- b) Fire fighters will be given as much advance notice as possible.
- c) Equal time will be given in return in a timely manner (preferably the same duty cycle).
- d) The intent of the "infrequent assignments are only for occasions that are not possible during the normal duty day.

(7) Permanent Transfers: In October of each year, the Chief shall post a sign up sheet for ten (10) calendar days. All employees in the bargaining unit shall be allowed to bid on station assignments and shift transfers. Where skill and ability are equal and such transfer, in the Chief's opinion, would not adversely affect the company's efficiency or the balance of experience, the Chief shall consider and make transfers by seniority; however, the Chief shall retain the authority to make transfers of personnel based on his/her judgments as to the needs and efficiencies of the department and the Chief's decision in these matters shall be final and non-grievable.

(8) When an opening occurs in a position of Lieutenant, Paramedic Lieutenant, Engineer, or Firefighter, the following rules will apply:

- (a) The most senior individual in that position, regardless of current shift assignment, will be offered the opportunity to select assignment to fill the opening that has occurred.
- (b) If the most senior individual declines the offer to move stations, the next senior individual in that position will receive the same opportunity. This will continue until the assignments have been filled.

Note: Duty assignment refers to station assignment regardless of shift.

Article 6

Overtime

1) Fire Fighters will be compensated at the rate of time and one-half (1½) based on his 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 for all employees assigned to a fifty-six (56) hour work week shall be determined by dividing the biweekly base salary stated in the contract, plus any longevity payment to which the Fire Fighter is entitled, by 112 hours. The overtime rate shall then be computed at time and one-half (1½) the resultant hourly rate. The overtime rate for Fire Prevention Officers working a forty (40) hour work week shall be determined by dividing the biweekly base salary stated in the contract, plus any longevity payment to which the Fire Fighter is entitled, by eighty (80) hours.

2) Call Time. Fire Fighters recalled for duty shall receive time and one-half (1½) pay and a minimum of three (3) hours time shall be paid to each Fire Fighter, except for shift extensions before and after the regularly scheduled shift.

3) Extended Shift. When Fire Fighters are required to work beyond their normal scheduled hours, they shall be paid overtime at time and one-half (1½) for all overtime worked. In these situations payment shall be made for fifteen (15) minute increments.

4) A Fire Fighter 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 three (3) hours provided that he turns over to the City any witness fee he receives for such appearance.

5) Effective December 22, 2002, 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 in each year (2010 and 2011). Each employee will notify the City of their intentions by November 1st of each year. Hours in excess of above limits will be carried over to the following year. (See Appendix C)

6) In the event of a missed overtime opportunity, the member has the ability to come in and work the actual hours missed. Per a letter of resolve dated 9/28/09, other aspects are as follows:

- The member would be offered the opportunity to work the actual hours missed for overtime compensation.
- The day in which the member chooses would not exceed the staffing levels of 21 shift personnel.
- The member would not be counted towards the minimum staffing levels of that day.
- The department would not be able to use the member for back filling vacancies for any type of short-term overtime or comp time.
- The day worked would need to be chosen within 30 days from the settlement of the grievance.

Article 7
Acting Pay

Members of Local 400 assigned to serve in the capacity of acting out of rank shall be compensated hour for hour worked in the higher rank as listed below:

| | |
|----------------------------|-------------|
| Acting Fire Engineer | \$.83/hour |
| Acting Lieutenant..... | \$1.11/hour |
| Acting Captain | \$2.73/hour |

Hourly acting pay will be adjusted by the annual wage adjustment percentage.

1. Fire Fighters who are temporarily assigned to ambulance duty shall receive a payment of \$10.00 for each ambulance run made while assigned to temporary ambulance duty.
2. In a cross-staffing situation where an individual is required to act in a dual capacity, they will receive acting pay for acting out of grade if the time period is consistent with language on other out of grade issues.

Article 8

Clothing Maintenance

The City agrees to provide a clothing maintenance allowance in the amount of three hundred fifty dollars (\$350) per Fire Fighter per year. Payment shall be made in the amount of \$175.00 in January to each Fire Fighter employed as of the preceding December 13th and \$175.00 in July for each Fire Fighter employed as of the preceding June 30th. In addition to the turnout gear described in the Equipment List, the City shall provide uniform apparel as described in the Equipment List included in this Article to all Fire Fighters at City expense.

Uniform apparel and turnout gear mentioned in the Equipment List included in this Article shall be provided to a Fire Fighter on a replacement basis. If a Fire Fighter 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 Fire Fighter after an inventory of the Fire Fighter'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 Fire Fighter. Items shall be replaced as needed as determined by the Fire Chief's designee. Replacement orders shall be processed by the City Purchasing Division.

During the term of this Agreement, the City shall provide a probationary Fire Fighter with all uniforms and turnout gear described in the Equipment List. Probationary Fire Fighters shall not receive clothing maintenance allowance payments mentioned in this Article.

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 a Fire Fighter's termination of employment.

During the term of this Agreement, a Fire Fighter'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:

| EQUIPMENT LIST | | | |
|-------------------------|--|-----------------|---|
| TURNOUT GEAR: | | | |
| Quantity | Item | Quantity | Item |
| 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 |
| UNIFORM APPAREL: | | | |
| Quantity | Item | Quantity | Item |
| 1 | Long Sleeve Shirt | 1 | Winter Hat |
| 2 | Shorts | 1 | Jumpsuit |
| 3 Pair | Pants | As Needed | Shoulder Patches |
| 6 | T-Shirts | As Needed | Collar Insignias |
| 4 | Polo Shirts (2-short sleeve, 2-long sleeve) | 1 | Badge |
| 3 | Sweatshirts | 3 | Towels |
| 1 | Summer Hat | 1 | Blue Tie |
| 1 | Winter Coat With Summer Liner | 1 | Dress Uniform for Honor Guard Members |

Article 9

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 single deductible will be \$200.00 annually and the family deductible will be \$500.00 annually.
 - b. The in-network co-insurance will be 10% for covered services and the out-of-network co-insurance will be 30% of covered services.
 - c. 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 Local 400 are able to negotiate a new insurance plan.
- 4) Effective January 1, 2010, the employees shall contribute 10% of the premium for 2010 and 2011. The premium cap for 2010 and 2011 will be \$100 per month. Employees participating in a Health Risk Assessment (HRA) must notify Human Resources by November 1st in writing each year. Upon verification by the City, those employees will pay a maximum of 7.5% or a cap of \$100_per month of the premium in 2010 and 2011.
- 5) The annual HRA provided by the City Fire Department through the Wellness and Fitness Program satisfies the requirements of the HRA. If this program is cancelled by the Fire Department the City will continue to provide a HRA on a voluntary basis for the employee. A HRA typically consists of an evaluation of vital signs, a blood draw for a cholesterol level check, a urinalysis for a sugar level, and the completion of a health risk survey. The City will receive no individual medical information other than the employee completed the HRA. The employee will not be penalized for the lack of compliance with the HRA.

Comprehensive Medical Benefits

| Provision | Benefit |
|---|--|
| <u>Individual Deductible</u> | <ul style="list-style-type: none"> • PPO: \$200 per person per calendar year • Non-PPO: \$300 per person per calendar year |
| <p style="text-align: center;"><u>Family Deductible Limit</u></p> <ul style="list-style-type: none"> • 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. • 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. | <ul style="list-style-type: none"> • PPO: \$500 per family per calendar year • 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 style="text-align: center;"><u>Coinsurance Paid By The Plan</u></p> <p>Unless otherwise specified, after satisfaction of the deductible amount eligible charges are covered as specified up to the Maximum Out-of-Pocket Amounts.</p> | <p>PPO: 90%</p> <p>Non-PPO: 60%</p> |
| <p style="text-align: center;"><u>Maximum Out-of-Pocket Amounts</u></p> <p>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.</p> <p>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:</p> <p>any deductible amounts; any penalty amounts; and any charges not covered by the Plan.</p> | <p>Individual: PPO: \$500 Non-PPO: \$800</p> <p>Family: PPO: \$1,000 Non-PPO: \$1,550</p> |

5) 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.

6) The major medical maximum shall be \$2,000,000 effective January 1, 2007.

7) Inpatient psychiatric care is covered for thirty (30) days per calendar year payable at one hundred percent (100%) with no deductible.

8) Inpatient drug and alcohol care is covered for thirty (30) days per calendar year payable at one hundred percent (100%) with no deductible.

9) 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.

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.

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.

Post Employment Health Plan: The City of Fond du Lac ("Employer") agrees to participate in the Post Employment for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement. The parties hereto designate Nationwide Retirement Solutions to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The Employer agrees to contribute to the Plan on behalf of the following category of employees: International Association of Fire Fighters, Local 400.

Upon termination 100% of the Eligible Employee's accumulated Good Attendance Bonus Credits and Sick Leave Payout that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan, shall be contributed to the Participants Health Insurance Premium Reimbursement Account pursuant to the terms and conditions of the Plan.

Article 10

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 11

Workers Compensation

In the event any Fire Fighter becomes entitled to and receives Worker's Compensation under Chapter 102, Wis. Stats., his Worker's Compensation payments for his period of compensable temporary total disability will be supplemented so that he will receive 90% his gross salary during said period effective with signing of 2002 contract.

This shall be accomplished by the City paying the Fire Fighter the difference between the amount of his Worker's Compensation payment and the Fire Fighter's gross salary for the period of temporary total disability.

Article 12

Longevity

The City shall pay the following longevity payments:

- A. Completion of Five (5) years of service.
\$16.15 per biweekly pay period for all members of the bargaining unit.
- B. Completion of Ten (10) years of service.
\$27.69 per biweekly pay period for all members of the bargaining unit.
- C. Completion of Fifteen (15) years of service.
\$39.23 per biweekly pay period for all members of the bargaining unit.

The longevity as provided herein shall be reflected in the pay period immediately following the anniversary date creating the benefits as provided herein.

Article 13

Sick Leave

Sick leave will be administered by the Chief or his designee.

All permanent full-time and probationary Fire Fighters of the City working a fifty-six (56) hour work week 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.

All permanent full-time and probationary employees working a forty (40) hour work week shall accumulate sick leave with pay at the rate of eight (8) working hours for each month of service. Unused sick leave credits may accumulate to a maximum of twelve (12) working days per year at the above rate. Total sick leave accumulation shall not exceed one hundred (100) working days. Employees transferring from positions assigned to work a fifty-six (56) hour work week to positions assigned to work a forty (40) hour work week or employees transferring from a position assigned to work a forty (40) hour work week to a position assigned to work a fifty-six (56) hour work week shall have their total hours of accumulated sick leave converted at a factor of .5556.

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 One Thousand, Eight Hundred Dollars (\$1,800.00) under this provision.

A Fire Fighter may use sick leave with pay for absence necessitated by injury or illness. In the event a Fire Fighter's wife, children or other members of his family living at his residence are injured or ill in such manner as to require the Fire Fighter's presence, such Fire Fighter may use up to one (1) day of his accumulated sick leave credits per incident. The latter provision is to allow the Fire Fighter time to make arrangements for the care of the injured or ill person or for the care of his children in case his wife is injured or ill and therefore is to be used only when such injury or illness occurs just prior to or during a Fire Fighter's work day.

In order to qualify for sick leave payments, a Fire Fighter must:

- 1) Report his absence to the Chief or his designated representative prior to the start of his work day.
- 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 Fire Fighter 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 interest of the Fire Fighter, 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 his designee. Serious cases of excessive abuse, as determined by the Chief and City Manager, will be grounds for disciplinary action or dismissal of the Fire Fighter concerned.

In the event a Fire Fighter has exhausted his accumulated sick leave, other Fire Fighters of equal or higher rank may work for the Fire Fighter 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 Fire Fighter's physician and the physician of the City's choosing.

Article 14

Good Attendance Bonus Program

Section 1 - Effective January 1, 1987, employees assigned to work a fifty-six (56) hour work week who accumulate sixty (60) days of unused sick leave effective March 1, 1990, employees assigned to work a forty (40) hour work week who accumulate one hundred (100) days of unused sick leave, shall be eligible to participate in the Good Attendance Bonus Program. Under this program, those employees who use no sick leave during the month and whose unused sick leave accumulation are at their respective maximum, 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 - Upon retirement the accumulated retirement insurance credits of each employee shall be converted into cash at the rate of \$89.35 from January 1, 2010 thru December 31, 2011.

Section 3 - Credit amount will be adjusted annually by the annual wage adjustment percentage.

Article 15

Funeral Leave

Each Fire Fighter 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. A Fire Fighter's immediate family is defined to include his mother, father, stepmother, stepfather, stepchild, mother-in-law, father-in law, brother, sister, son, daughter, wife, or the Fire Fighter's legal guardian.

In the event of the death of the Fire Fighter's, spouse's legal guardian, brother-in-law, sister-in-law, grandchild, or grandparents, and the employees' aunt and uncle, he shall be allowed one work day off with pay for the purpose of attending the funeral or visitation (from now on referred to as funeral) with the approval of the Chief or his designee. This day will consist of one duty day (24 hours) when the funeral for relatives listed in this paragraph falls on the Fire Fighter's work day. In the event that the funeral takes place on the day following the Fire Fighter's duty day, the day off granted in this paragraph may be used for the purpose of travel when the funeral is to take place in a location outside the State of Wisconsin. When the funeral takes place in the State of Wisconsin on the day following the Fire Fighter's duty day and the Fire Fighter requires a portion of that duty day for travel time, to enable him to attend the funeral, he will be granted 12 hours of paid leave commencing at 2000 hours on the duty day prior to the funeral. To be eligible to be relieved of duty at 2000 hours the travel time must exceed the amount of time between the end of the Fire Fighter's shift at 0800 hours and the time the funeral begins.

Article 16

Emergency Leave

In the event of an emergency, the Chief or his designee, may grant a Fire Fighter up to three (3) hours of emergency leave with pay. Such emergency must involve the Fire Fighter's household or a member of his immediate family, i.e., spouse or children. When utilizing emergency leave, FLSA will be deducted accordingly.

Article 17

Holiday Leave

All regular full-time and probationary employees working a fifty-six (56) hour work week 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 Fire Fighters 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 ordered into work on any of the holidays specified in the contract will receive two and one-quarter (2 ¼) times their regular pay for hours worked in addition to their holiday pay.

Fire Prevention Officers working a forty (40) hour work week shall be eligible for paid holidays listed below. As a condition for payment of holiday pay, an employee shall report for work the scheduled work day before and after the defined holiday(s) unless the employee is on an approved form of paid leave. Floating holidays must be used within the year in which they are granted. New employees shall be eligible to use floating holidays after they have completed three (3) months of employment:

| | | |
|--------------------------------|-------------------------|--------------------------|
| New Year's Day | Labor Day | Christmas Day |
| Friday before Easter Afternoon | Thanksgiving Day | New Year's Eve Afternoon |
| Memorial Day | Day After Thanksgiving | 48 Floating Holiday hrs |
| Independence Day | Christmas Eve Afternoon | |

Floating holidays indicated in the above table are other work days in the year that may be used as holidays at the choice of the employee provided that he shall request the utilization of such a day from his supervisor a minimum of three (3) working days prior to the day he desires to take it. Such authorization by the supervisor shall be subject to the staffing needs of the department.

All regular full time and probationary 56 hour employees shall receive two (2) floating holiday per year beginning December 21, 2006. Requests to schedule a floating holiday will be made with only a 24-hour notice. All floating holidays must be selected prior to December 1st of that year. Holidays may be taken after December 1st, but must be scheduled before. Floating holidays must be used within the year in which they are granted. Such authorization by the supervisor shall be subject to the staffing needs of the

department. The administration of floating holiday selections will follow the current department policy.

Holidays listed in the table above which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday. Employees working a forty (40) hour work week who are required to work on a recognized holiday listed above shall be compensated at two and one-quarter (2 ¼) times their regular rate of pay in addition to the holiday pay for all hours worked.

Article 18

Vacation Time

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.

Each full-time employee assigned to work a forty (40) hour work week shall be granted vacation leave of ten (10) workdays (80 hours) after one (1) year of service, fifteen (15) workdays (120 hours) after eight (8) years of service, twenty (20) workdays (160 hours) after fifteen (15) years of service, twenty-two (22) work days (176 hours) after twenty (20) years of service; twenty-three (23) workdays (184 hours) after twenty-one (21) years of service; twenty-four (24) workdays (192 hours) after twenty-two (22) years of service; twenty-five (25) work days (200 hours) after twenty-three (23) years of service and twenty-six (26) workdays (208 hours) after twenty-four (24) years of service.

Employees transferring from a position assigned to work fifty-six (56) hour work week to a position assigned to work a forty (40) hour work week will be placed in the vacation schedule listed above based upon full years of service at the time of the transfer. Previously accrued vacation benefits will be converted to the schedule listed above.

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.

Vacations will be selected by seniority on a rotating basis. Employees will be allowed to float days earned that are in excess of picking the first or last cycle in a year that does not constitute a full three day cycle. Requests to schedule a floating vacation day will be made with only a 24-hour notice. Personnel will be allowed to split and/or float the vacation days of their 5th vacation week. If the period is split, the selection of these vacation days will only take place after all vacations other than floating days have been selected. The administration of vacation selections will follow the current department policy. No more than three (3) employees may be off on vacation at any one time. The City shall not be liable for any lost

vacation time due to any individual who chooses to float any vacation and delays picking that vacation until no available slots remain during that year. A record of remaining vacation slots will be posted at all stations. All floating vacations of the year must be selected prior to December 1st of that year. Vacations may be taken after December 1st, but must be scheduled before December 1st. Existing City policies and practices regarding carry over of vacation shall remain in effect.

The conditions for selecting floating holidays and staff days are as follows, per Memorandum of Understanding dated October 15, 2008:

1. During the floating holiday/staff days portion of the vacation picks, the supervisory group would be able to pick as follows:

| <u>First Pick</u> | <u>Second Pick</u> |
|------------------------------------|------------------------------------|
| Pick 1 day | Pick any 3 days, split or together |
| Pick any 2 days, split or together | Skipped |
| Pick any 3 days, split or together | Skipped |

2. During the floating holiday/staff days portion of the vacation picks, Local 400 members would be able to pick as follows:

| <u>First Pick</u> | <u>Second Pick</u> |
|----------------------|--------------------|
| Pick 1 day | Pick 1 day |
| Pick 2 days together | Skipped |

3. Any of the above days can be floated or in other words, deferred to be picked at a different time.

4. All other previous rules for picking vacations and holidays would stay intact.

An employee may reschedule a selected vacation due to illness or injury.

Article 19

Union Business

A) Union Business - A total pool of 216 hours of time off with pay shall be granted if needed to Association officers to conduct union business. This provision, however, shall be subject to the staffing requirements of the department as determined by the Chief. Prior to taking such leave, permission must be obtained from the Chief. If because of staffing requirements, an Association officer must provide a substitute, said substitute shall have a compensatory day off, when scheduling permits, for each day worked as a substitute.

B) Contract Negotiations - Fire Fighters will be permitted to participate in negotiation activities during duty hours. However, this provision shall be subject to the staffing requirements of the department and no company may be left under manned. This is to mean five (5) employees on duty at each outer station and eight (8) employees at the Main Station. Further, this regulation is subject to administration by the Chief.

C) Vacation Usage for Union Business - A Fire Fighter may request to use earned Vacation in a minimum of twelve (12) hour increments for union business. Approval of such a request shall be at the sole discretion of the Chief in accordance with procedures established by the Chief.

Article 20

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, Director of Human Resources 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 21

Unauthorized Absence

No Fire Fighter may absent himself from duty without the permission of the Chief or his designee. Any Fire Fighter absenting himself without such permission will be subject to disciplinary action.

Article 22

Jury Duty

A Fire Fighter subpoenaed for jury duty shall be paid the difference between his/her regular rate of pay and the rate paid for jury duty for days that he/she was scheduled to work provided that he/she reports back to work as soon as excused from jury duty and that he/she provided the City with a copy of the jury duty check or a certificate of jury duty service available from the Clerk of Courts. When utilizing jury duty leave, FLSA will be deducted accordingly.

Article 23

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 \$2.50 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 not covered by the Fair Labor Standards Act (FLSA). Compensation in Section 2 will be considered in the computation of overtime until such time as Federal law changes to allow return to previous bargaining agreement under which compensation in Section 2 was excluded from overtime computations.

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 for a Bachelor's degree and above, 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. 12 to 24 months – 66% of reimbursement;
- C. 24 to 36 months – 33% of reimbursement;
- D. Over 36 months – no reimbursement.

Article 24

EMT Certification And Pay

Section 1 - Effective December 13, 1984 any Fire Fighter required by the Fire Chief to maintain a State of Wisconsin EMT - basic certification shall receive a payment of \$6.93 biweekly. 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. A Fire Fighter who does not possess a State of Wisconsin EMT - basic certification at the time the Fire Chief requires that Fire Fighter to maintain such certification shall be required to obtain such certification within one (1) year of the time he is required by the Fire Chief to maintain such certification or within a period of time approved by the Fire Chief if it is impossible for a Fire Fighter to receive the certification within one (1) year.

Section 2 - Effective December 13, 1984 Fire Fighters not assigned to the classification of Paramedic who are required by the Fire Chief to maintain a State of Wisconsin EMT - advanced (paramedic) certification shall receive a payment of \$13.86 biweekly, for each biweekly period they are required to maintain such certification. Such payment shall commence the first pay period following the date the Fire Fighter is notified by the Fire Chief of the requirement that an EMT - advanced (paramedic) certification be maintained.

Section 3 – Effective as of the signing date of this contract, personnel maintaining a State of Wisconsin EMT-I certification shall receive a payment of \$8.64 biweekly.

Section 4 - The benefits provided under this Article shall be in addition to those provided elsewhere in this Agreement. A Fire Fighter shall be eligible to receive only one type of payment referred to in this Article.

Article 25

Resolution Of Difference By Peaceful Means

The City and the Fire Fighters agree that differences between the parties shall be settled by peaceful means as provided within this agreement and that there shall be no strike or any other type of mass work stoppage during the terms of this agreement. Should the Fire Fighters instigate a strike or another form of work stoppage during the terms of this Agreement, it shall be subject to penalties to be paid to the City at the rate of \$3,500 per day for each and every day of said strike or work stoppage. It is understood that differences are intended to be settled through the grievance procedure contained herein.

Article 26

Grievance Procedure

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

- 1) Both the Union 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) days 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 a Fire Fighter shall be subject to all steps of the grievance procedure including arbitration.
- 4) Any employee may process his grievance as outlined in this Article and shall have the right to representation by the Union in conference with the City.

Step 1 - The aggrieved employee with union representative shall present the grievance orally to an Assistant Chief. If the grievance is not resolved within five (5) days (Saturdays, Sundays and holidays excluded), the union representative may process the grievance as outlined in Step 2.

Step 2 - The grievance shall be presented in writing to the Chief. Within five (5) days (Saturdays, Sundays and holidays excluded), the Chief shall state his position in writing to the union representative. Within three (3) days (Saturdays, Sundays and holidays excluded) after the receipt of the Chief's statement, the union representative shall process the grievance as outlined in Step 3 or the matter shall be considered resolved by all parties.

Step 3 - 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 to the union representative who may process the grievance as outlined in Step 4.

Step 4 - Within ten (10) days (Saturdays, Sundays and holidays excluded) of completion of Step 3, the grievance may be submitted to arbitration. Selection of an arbitrator by the Wisconsin Employment Relations Commission may be requested by either party. The arbitrator shall meet with both parties in the grieved matter within thirty (30) days of the date of his selection. The arbitrator, in arriving at his determination, shall rule on only matters of application and interpretation of this Agreement. The findings of the arbitrator shall be final and binding on both parties provided such findings are delivered to the City and the Union within thirty (30) days of the hearing or filing of briefs, whichever is later. If such findings are not filed within the stated time limit, the arbitrator loses jurisdiction. Costs of the arbitration shall be borne equally by both parties.

Any dispute arising out of the disciplining of a Fire Fighter shall be subject to the grievance procedure; however, such disputes are expressly excluded from the arbitration provision of the collective bargaining agreement and will be subject to the rules and regulations of the Police and Fire Commission.

Article 27

Rights Of Employer

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

- 1) To prescribe and administer reasonable rules and reasonable regulations essential to the accomplishment of the services desired by the City Council.
- 2) To manage and otherwise supervise all employees in the bargaining unit.
- 3) To hire, promote, transfer, assign and retain employees and to suspend, demote, dismiss or take other disciplinary action against employees as circumstances warrant.
- 4) To relieve employees of duties because of lack of work or for other legitimate reasons.

- 5) To maintain the efficiency and economy of the City operations entrusted to the administration.
- 6) To determine the methods, means and personnel by which such operations are to be conducted.
- 7) To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.
- 8) To exercise discretion in the operation of the City, the budget, organization, assignment of personnel and the technology of work performance.

Nothing contained in this management rights clause should be construed to divest Local 400, Fond du Lac Fire Fighters, of any rights granted by Wisconsin Statutes.

Article 28

Retirement Benefits

Section 1 - Wisconsin Retirement Fund. The City shall pay up to nine percent (9%) of all eligible earnings as each participating Fire Fighter's normal employee contribution to the Wisconsin Retirement Fund.

Section 2 - 62.13 Pension System. The City will continue to pay, as in the past, the required employee share of 62.13 pension costs for each Fire Fighter participating under the 62.13 pension program.

Section 3 – Deferred Compensation Administrative and Investment Services Provider. The IAFF Financial Corporation Frontline Plan shall be included among the Section 457 deferred compensation plans available to Local 400 members. The City shall execute the documents necessary to offer Local 400 members the opportunity to participate in the IAFF Financial Corporation Frontline Plan. In executing the Nationwide Life Group Fixed Retirement Contract (Exchange Transfer Provisions) the City shall elect option #1, the "20% exchange limit".

Bargaining unit members are not precluded from the simultaneous maintenance of Section 457 plans with ICMA and the IAFF Financial Corporation Frontline Plan. Bargaining unit members may defer income into either plan under the terms and conditions set forth below.

- a. Bargaining unit members may defer income into only one plan during a calendar year.
- b. Prior to March 29, 2006, bargaining unit members who wish to change their participation in a Section 457 plan shall execute and submit to the City's payroll department, the enrollment and payroll deduction authorization forms required by the plan in which the bargaining unit member wishes to participate. The changes submitted hereunder shall become effective during the first full pay period in April, 2006.

- c. Thereafter, on or before December 1st of each calendar year, bargaining unit members shall have the opportunity to change the designation of the plan to which their deferrals are made by providing the City with the appropriate enrollment and payroll deduction form. Changes submitted hereunder shall become effective during the first full pay period in January of each calendar year.
- d. The current administrator of the IAFF Financial Corporation Frontline Plan shall monitor each bargaining unit member's participation level during the 2006 enrollment period in order to assure that each bargaining unit member's participation level does not exceed the limits allowed by law.
- e. Notwithstanding the above, bargaining unit members are free to join either plan, roll over full or partial balances between accounts and/or change their deferral amounts at any time during any calendar year.

Section 4 – Retirement Notification. Firefighters wishing to retire should notify the Human Resource Department, in writing, 90 days in advance of their retirement date.

Article 29

Maintenance Of Benefits

The City agrees that, as a result of this contract, no benefits which are mandatory subjects of bargaining previously granted employees by the City shall be withdrawn or reduced unless specifically stated in the collective bargaining agreement.

Article 30

Deduction Of Dues

Section 1 - The City agrees to deduct monthly the membership dues of the Union from each Union member. As to new employees, such deduction shall be made from the first full paycheck. Withheld amounts shall be forwarded to the designated Union representative following the actual withholding, together with a record of the amount and the names of those from whom deductions have been made.

Section 2 - Changes in dues amounts to be deducted shall be certified in writing by the Union at least sixty (60) calendar days before the start of the pay period the changed deduction is to be effective.

Section 3 - The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the City in reliance upon employee payroll deduction authorization cards submitted by the Union to the City.

Section 4 - The City will also provide a separate monthly dues check off for Local 400 member's FIREPAC contributions. The disbursement of these collected contributions will be made payable and sent to IAFF FIREPAC.

Article 31

Fair Share Agreement

Section 1 - As the exclusive bargaining agent of all Fire Fighters in the collective bargaining unit, the Union shall represent all such Fire Fighters, members and non-members, fairly and equally. Fire Fighters in the unit who have not authorized dues check-off as provided in Article XXX, shall be, as provided in this Agreement, required to pay their proportionate cost of collective bargaining and contract administration. The deduction shall be the amount certified by the Union as the proportionate share of the cost of collective bargaining and contract administration. No Fire Fighter shall be required to join the Union, but membership in the Union shall be made available to all Fire Fighters who apply consistent with the Union constitution and bylaws.

Section 2 - The City agrees to deduct monthly from all Fire Fighters in the collective bargaining unit who are not members of the Union the amount certified by the Union in Section 1 of this Article.

The City also agrees that with respect to all new Fire Fighters included in the collective bargaining unit it will make such deduction commencing with the first full pay period.

Section 3 - Changes in the amounts required to be deducted pursuant to Section 2 above shall be certified by the Union at least sixty (60) calendar days before the start of the pay period in which the change is to be effective.

Section 4 - The City shall not be liable to the Union, employee or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned. The Union shall defend, indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments or other form of liability that may arise out of or by reason of action taken or not taken by the City under this Article and Article XXX.

Article 32

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 33

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 34

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 35

Retirement Age

All persons covered by this Agreement and participating in the Wisconsin Retirement Fund shall retire by the end of the year within which his fifty-eighth (58th) birthday falls.

Article 36

Fire Fighter Safety

In an effort to provide a minimum amount of safety to Fire Fighters of the Fond du Lac Fire Department, the Union and City agree that no Fire Fighter shall be required to violate the Fire Department's policy regarding the "buddy system" which for the purpose of this Article shall mean that no Fire Fighter shall be required to enter a burning building, explosive or poisonous atmosphere without being accompanied by at least one (1) additional Fire Fighter.

It is further agreed that all Fond du Lac Fire Department aerials and pumpers shall be tested to assure compliance with N.F.P.A. standards which primarily relate to employee safety. When such testing of apparatus shows that it is not in compliance with N.F.P.A. Standards relating primarily to safety, the non-complying equipment will be immediately removed from service. All other equipment shall be maintained in such a manner as to provide for the Fire Fighter's safety. The equipment will be reinstated to service after repairs are made and another test shows it to be in compliance with N.F.P.A. Safety Related Standards.

Article 37

Microwave Ovens

The City agrees to repair/replace microwave ovens on an as needed basis currently consisting of two units at the Main Street Station, one unit at the National Avenue Station, and one unit at the Western Avenue Station.

Article 38
Residency

After May 28, 1999, all new employees hired will reside within 12 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.) 18 months after date hire.

Article 39
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. 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 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.

Employees accepting a modified duty assignment will remain on a 56-hour per week, 24 hour per day schedule, not working less than 8 hours per day per doctor's instructions.

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 3 employees may be assigned to modified duty at anytime.

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

Article 40

Technical Services Team

The City will form a Technical Services Team with the following requirements and compensation.

1. Hazardous Materials
2. Confined Space
3. Swift Water Rescue
4. Cold Water Rescue
5. High and Low Angle Rescue

The Technical Services Team will be chosen initially from the members of the Department and assigned according to the following criteria:

1. There will be seven (7) members on each shift. Initially three (3) of the members will be paramedics if seniority allows.
2. The members will be chosen by seniority on each shift.
3. The goal of the Department is to have four of the team members assigned at the central station. This may be accomplished by voluntary moves by the members only.
4. The team member will be compensated at five hundred dollars per year which will be paid bi-weekly.
5. Each shift will have a team leader.
6. The team leader will be chosen by a vote conducted by each shifts team members.

The Technical Services Team will require a commitment from each member in order to provide the expertise and service to the community. Each member will have to provide and commit to the following criteria:

1. The member must be committed to three (3) years of service to the Team.
2. Once the team members have been selected, they will receive in house training which will place them at an operational level of compliance.
3. The member must attend all required training to obtain the required certifications, necessary to be proficient in the five (5) areas of expertise.
4. The member must train all non-team members of his or her shift to the Hazardous Material Operations Level and awareness level or equivalent for all other service areas.
5. Each shift Technical Services Team will meet on shift to review and train as a unit. Each member will be required to attend four (4) of the six (6) training sessions.
6. All training will be compensated at Level A compensation according to the Education and Outside Training Memorandum.
7. The department will attempt to train as many members as possible each year, until all members have been trained to each expertise. The members will be sent to training, on rotating bases, allowing all individuals an equal opportunity.
8. If an employee terminates his involvement with the team within three years, he/she will be responsible for the liquidated damages of the amount equal to the books and tuition. The only exception is if the employee is involuntarily let go from the team.

The qualifications to obtain a position on the Technical Services Team will initially be based on the aforementioned criteria. Although these criteria are not required to join the team initially, the members will be expected to obtain the skills listed in the practical assessment below. The following criteria will be used for future team additions or the filling of vacated positions.

1. Personnel interested in becoming Technical Services Team members must have completed their department probationary period. A letter of interest will be submitted to the Team Coordinator.
2. Each applicant will be required to participate in a pass/fail practical assessment. This assessment will include:
 - Enter and operate in a confined space.
 - Be raised and/or lowered to/from heights.
 - Operate in an encapsulated hazardous material suit.
3. Each applicant who successfully completes the practical assessment will be awarded a point for each year of seniority, and five points for each of the aforementioned certifications.
4. The individuals with the highest score will be selected for the team. In the case of a tie, the most senior individual will be selected.

Each team member will receive a hazardous materials physical examination in accordance with 29 CFR Part 1910.120 by a qualified physician. The medical evaluation will be conducted prior to assignment to the team. The service provider will maintain medical information. A hazardous materials medical clearance form will be provided to the Department following the evaluation. As long as the Health and Wellness initiative is providing the physical, the member will be required to release this information from this physical.

Article 41 **Medical Transfers**

The City will compensate each paramedic \$75.00 per member per transfer. This includes emergency and non-emergency transfers. This agreement between the City of Fond du Lac and Local 400 outlines our involvement in performing medical transfers originating from St. Agnes Hospital and the Aurora Medical Center. These transfers may be emergency or non-emergency, and may incorporate recent training and new skills obtained to perform these types of transfers. Transfer revenue is a supplement to the Fond du Lac Fire Department's budget, and transfers are performed to help create additional revenue for the Fire Department. Transfers shall not reduce Fire Department minimum staffing levels established by policy, jeopardize emergency response, or hinder other related services provided to our City or surrounding communities.

This agreement relates to the additional workload that emergency and non-emergency transfers will create for Fire Department personnel. This agreement is related to projected information provided to Local 400 by the Chief. The initial information supplied indicated that we would be performing 2-3 additional transfers per week. If Fire Department personnel begin to encounter more transfers than projected, Local 400 will contact the City to bargain the impact of these additional transfers.

If transfers can be scheduled for the next day the overtime will be called at 1800 hours according to the overtime policy.

When on-duty personnel assigned to the ambulance are required to take an emergency transfer, the transfers will be rotated to all stations for an equal opportunity for the "transfer pay". The Fire Department will keep a rotating list for each shift, identifying which ambulance will perform the transfer. If subsequent emergency transfers occur, the Captain on duty will contact St. Agnes and determine if

our Department will be able to accommodate their request. The intent is to keep three staffed ambulances in the City for emergency response.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of March, 2010, by:

CITY OF FOND DU LAC

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 400

Human Resources Director

By _____
Union President

City Manager

ATTEST:

City Clerk

Appendix A
Salary Schedule Effective January 1, 2010 thru December 31, 2011

START

| | Effective January 1, 2010 thru December 31, 2011 |
|------------------------------------|---|
| FL1- Firefighter | \$1,758.67 |
| FL2-Fire Engineer | \$2,125.19 |
| FL3- FPO/40 Hrs. | \$2,365.69 |
| FL4-Lieutenant | \$2,254.13 |
| FL5-Paramedic 56 Hr FPO | \$2,212.85 |

INTERMEDIATE

| | Effective January 1, 2010 thru December 31, 2011 |
|------------------------------------|---|
| FL1- Firefighter | \$2,009.56 |
| FL2-Fire Engineer | \$2,154.89 |
| FL3- FPO/40 Hrs. | \$2,389.21 |
| FL4-Lieutenant | \$2,290.86 |
| FL5-Paramedic 56 Hr FPO | \$2,233.66 |

MAXIMUM

| | Effective January 1, 2010 thru December 31, 2011 |
|------------------------------------|---|
| FL1- Firefighter | \$2,129.80 |
| FL2-Fire Engineer | \$2,172.06 |
| FL3- FPO/40 Hrs. | \$2,412.84 |
| FL4-Lieutenant | \$2,310.22 |
| FL5-Paramedic 56 Hr FPO | \$2,254.38 |

The above pay schedule shall be administered as follows:

1) Upon satisfactory completion of one year of service, a Fire Fighter shall move to the intermediate step of the pay schedule. Upon attaining the intermediate step of the pay schedule, a Fire Fighter shall move to the third step upon completion of eighteen (18) months of satisfactory service.

2) A Fire Fighter must be regularly assigned duties of a classification included in this schedule in order to receive the level of compensation indicated in this pay schedule.

3) In the event of promotion, the individual will advance to the first step in the range for the higher rank which will give the individual a biweekly base pay increase of at least \$11.54 biweekly. If appointed to the first (minimum) step he shall remain at that step for six (6) months before advancing to the second (intermediate) step. If appointed to or advanced to the second (intermediate) step he shall remain at that step for twelve (12) months before advancing to the third (maximum) step. An individual's base pay shall not exceed the maximum step of the range assigned to the classification to which an individual is assigned.

4) Individuals assigned to an authorized paramedic position shall be assigned to the first (minimum) step after they become licensed as a paramedic by the State of Wisconsin. After six months at the minimum step, the individual shall advance to the second (intermediate) step. After twelve (12) months at the intermediate step, the individual shall advance to the third (maximum) step.

Appendix B

Approved Education Program For Fire Fighters

Fire Protection Technician Class List

Occupational Courses (36 Credits)

| Number | Course Title | Credits |
|---------------|---|----------------|
| 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)

| Number | Course Title | Credits |
|---------------|--------------------------------------|----------------|
| 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)

| Number | Course Title | Credits |
|---------------|----------------------------------|----------------|
| 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)

| Number | Course Title | Credits |
|---------------|-------------------------------------|----------------|
| 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

APPENDIX C

COMP-TIME AGREEMENT

The items listed below are the voluntary duties that the Chief and Local #400 have agreed will be compensated at the rate of time and one half (1½) in the form of compensatory time off:

- 1) Computer committee meetings
- 2) Safety committee meetings
- 3) Video taping
- 4) Staff meetings
- 5) Activities pertaining to the Employee Assistance Program
- 6) Fire Prevention Officer night inspections and night meetings
- 7) Talks to service organizations such as the Kiwanis and Optimists
- 8) Clothing Steward activities
- 9) Members of candidate interview boards used to create eligibility hiring list
- 10) Paramedic/Lieutenant giving talks and attending meetings that pertain to the department's ambulance service with outside ambulance services, fire departments and nursing homes.
- 11) Research and development committees
- 12) Wisconsin State Board Meetings
- 13) Fire Lieutenant Meetings with management staff regarding department issues
- 14) Child safety seat installation and checks
- 15) Technical Services Team Shift Leader Meetings

APPENDIX D

WELLNESS / FITNESS PROGRAM

APPLICATION

This policy and procedure applies to all sworn departmental personnel.

PURPOSE

The purpose of this policy is to provide a physical wellness and fitness program for sworn personnel that enhances the employee's health, confidentially identifies risk factors and physical abnormalities, and provides advice for future development. The program also requires individualized physical fitness assessment, counseling and provides access to fitness equipment in a routine work setting.

REFERENCES

Memorandum of Understanding Regarding the Wellness/Fitness Program, Between the City of Fond du Lac, the International Association of Fire Fighters, Local 400, IAFF, AFL-CIO, and the Fond du Lac City Fire Supervisory Association.

The International Association of Fire Fighters and the International Association of Fire Chiefs "Fire Service Joint Labor Management Wellness-Fitness Initiative-Second Edition"

POLICY

The policy of the City of Fond du Lac Fire Department is to establish a wellness/fitness program that mandates participation of all sworn personnel while maintaining confidentiality in testing and assessment results. The program shall provide access to physical fitness equipment and provide routine work time for physical fitness activity that enhances the well being of all sworn members.

PROCEDURE

The fire department, City of Fond du Lac Fire Fighters, IAFF Local 400, AFL-CIO, and the Fond du Lac Fire Supervisory Association have agreed that it is in the interest of all parties that individual members of the fire department receive, at minimum, an annual medical examination. After extensive and ongoing negotiations over the terms of a wellness and fitness program, the terms of such a program have been reached and are outlined below.

The International Association of Fire Fighters and the International Association of Fire Chiefs "Fire Service Joint Labor Management Wellness-Fitness Initiative – Second Edition" (hereinafter "Initiative") has been adopted for use in the administration of this program. The Initiative is a total program, whereby all components shall be implemented, subject to the following terms and conditions (taken directly from the Memorandum of Understanding between the City, the Fond du Lac Professional Fire Fighters, IAFF Local 400, Fond du Lac Fire Supervisory Association that is in effect at the present time):

1. The City shall support and maintain the wellness/fitness program, including the cost of medical examinations, physical fitness assessment, fitness equipment, fitness equipment upgrades and fitness equipment maintenance.
2. The City shall schedule medical examinations and physical fitness assessments while employees are on-duty and in consideration of staffing limitations. Employees who wish to have physical examinations performed by their own physician shall schedule themselves for off-duty medical

examinations and/or physical fitness assessments on their own time and at their own expense. Physical examinations performed by physicians outside of this program shall include all tests specified by the program and documents of the visit, not including results or recommendations shall be provided to the city.

3. All medial examinations hereunder shall, at a minimum, include the tests defined within the Initiative's documents, including:
 - a. Physical examination.
 - b. Medical history examination.
 - c. Blood test.
 - d. Urinalysis.
 - e. Cholesterol screening.
 - f. EKG.
 - g. Spirometry.
 - h. Body composition examination.
 - i. Hearing evaluation.
 - j. Cancer screening.
 - k. Vision screening.
 - l. Immunization and infectious disease screening.
 - m. Referral recommendations as appropriate.
4. Local 400 and Fond du Lac Fire Supervisory Association members shall be entitled to complete confidentiality with respect to any and all medical examinations and physical assessments conducted pursuant to this agreement. The City of Fond du Lac will not require Local 400 and Fond du Lac Fire Supervisory Association members to waive patient-physician confidentiality with respect to the results of any portion of the medical examination, their medical records or physical fitness assessments. This specifically means that any individually identifiable information (other than that required for reporting within the parameters of the Initiative) obtained by any physician or exercise specialist in connection with any medical examination or physical assessment conducted under this agreement SHALL NOT be released to the City or any other 3rd party. Notwithstanding the above, the physician and exercise specialist shall provide information regarding job history, annual medical and fitness and injury data, as established by the Initiative, to the International Wellness-Fitness Information System.
5. It is expressly understood and agreed that blood drawn for analysis hereunder WILL NOT be used for drug screening. The City will require the physician or health care provider to specifically provide notice of this limitation on any and all forms that employees are required to execute in connection with this program. Copies of such forms shall be provided to Local 400 and Fond du Lac Fire Supervisory Association for approval before employees are asked to execute them.
6. Participation in the "Initiative" is mandatory. Said participation shall be considered as training and treated as any other department training. The City agrees that employees may participate in physical fitness exercise at various times during the workday and duty day provided fire department activities permit. This period shall last 90 consecutive minutes, and includes warm up, work out, and clean up. However, physical fitness exercise that occurs outside of normal working hours will not be compensated or cause overtime. In order to allow employees to efficiently utilize the time allotted above, the City will provide, upgrade and maintain free weights, exercise machines, cardiovascular equipment and other fitness equipment needed to maintain appropriate levels of physical fitness as prescribed by the Initiative. If workout is not completed between 0800 and 1600, the employee will not be required to workout that day. Employees will not be required to workout on Sundays and holidays.

7. The City agrees to establish a fitness committee that will review the physical fitness equipment and program needs of the fire department and make recommendations to the City, Local 400, and Fond du Lac Fire Supervisory Association. The Committee shall meet not less than annually. The Committee shall be comprised of the minimal standard set for research and development committees and to include one peer fitness trainer per shift. The Fire Department Physician and/or exercise consultant should be included in most committee meetings. The responsibilities of the Committee shall include advice regarding the selection of the exercise consultant and exercise equipment. Members of Local 400 shall be compensated according to terms of the collective bargaining agreement for off duty time devoted to activities of the Committee. Neither the Committee, nor its members, shall have the authority to make decisions binding on Local 400 or the City.
8. Unless and until the employer provides appropriate uniform exercise attire, which as been agreed upon by Local 400 and Fond du Lac Fire Supervisory Association, employees shall wear appropriate and respectable exercise attire while exercising. The term "exercise attire" shall include articles of clothing with Local 400 and/or PFFW and/or IAFF and/or Fond du Lac Fire Department designation (s). Employees shall be permitted to wear their uniforms or turnout gear over workout attire or as prescribed in the department's uniform policy to respond to emergency calls for service that arise while they are exercising.
9. It is agreed that this program is non-punitive. Specifically, this means that employees shall not be disciplined or relieved of duty on the basis of their level of fitness or medical findings hereunder. Neither the Fire Department Physician nor the exercise specialist shall be authorized to release to the City information about an employee's fitness for duty. However, this agreement does not limit the Fire Chief's right to have an employee evaluated for fitness for duty outside of the Initiative. This Appendix is not intended to limit the City's statutory right to receive medical records. Any proposals, releases, contracts or other documents provided to the Fire Department Physician and the exercise specialist which concern confidential medical information shall provide specific notice of these limitations.
10. It is further agreed that, during the effectiveness of this agreement, employees will not be required to meet any fitness standard or norm unless the International Association of Fire Fighters and the International Association of Fire Chiefs agree to modify the "Fire Service Joint Labor Management Wellness-Fitness Initiative" to include such norms. In the event the International Association of Fire Fighters and the International Association of Fire Chiefs agree to modify the "Fire Service Joint Labor Management Wellness-Fitness Initiative" to include such fitness standards and/or norms, they shall not be implemented until the parties agree to reopen negotiations to bargain the impact of such modification(s) and reach agreement, if any.
11. Where there are conflicts between this Appendix and the "Fire Service Joint Labor Management Wellness-Fitness Initiative Second Edition", the terms of the Appendix shall prevail.
12. This Appendix will be intended to become part of and run concurrent to the Collective Bargaining Agreement between the City of Fond du Lac, Local 400, and Fond du Lac Fire Supervisory Association and automatically renew itself on the same term as the collective bargaining agreement. The Collective Bargaining Agreement shall supersede this Appendix and govern disputes that arise hereunder.
13. The Union, Fond du Lac Fire Supervisory Association, and the City agree that either party may cancel participation in the Initiative by providing at least 30 days notice to the other.

APPENDIX E

Outside Training Eligibility

This article sets forth an understanding between management and IAFF Local 400 as to how compensation will be granted under the categories listed below that pertain to schools and training that department members may attend. It is understood that management reserves the right to cease offering any schools to the employees at any time.

Each time training schools or seminars become available, the Training/Safety Officer and/or Fire Chief will determine the degree of benefit to the department. Levels of participation by the City will be made announcing the name and type of school, place, and time it will be conducted, and the category under which the participant will be compensated. Employees will be asked to sign up for training sessions they are interested in. When all things are equal, management will use seniority to determine preference in attending schools. A rotating list will be maintained for participants of schools in each category. After an employee attends a school, the next most senior employee moves up on the list. Management reserves the right to limit the number of individuals allowed to attend any training function.

Category "A"

Compensation will consist of tuition, mileage, meals and pay at the rate of time and one half for all hours spent in the classroom, if the employee is off duty. In addition, travel time to and from the site will be compensated at the rate of time and one half. If the school is more than a day in length and a considerable distance away, management may allow the student to stay in a motel with costs paid by the City. However, when staying over night, there will be no compensation for travel time other than mileage.

Category "B"

Compensation will consist of tuition, mileage, meals, motel and comp time at time and one half for classroom and travel time.

Category "C"

Compensation will consist of tuition, mileage, meals and comp time at straight for classroom and travel time.

Category "D"

Compensation will be tuition, mileage and meals. No wages or compensatory time off will be earned.

Category "E"

No compensation or reimbursement will be given. If adequate staff is available, on duty personnel will be allowed to attend.

Notes

Management may require or allow the use of a City vehicle for transportation. When private vehicles are used car pooling will be required where possible to keep expenses down.

Mileage will only be reimbursed for out of City training.

When determining whether or not an employee will be covered by Fire Department staffing the following procedure must be followed. If an employee receives a letter of acceptance at home, he/she must contact the Assistant Chief of Training . After notification of the acceptance for a training opportunity has been determined, by either the employee or the Department, the appropriate staffing documents (ie;

duty roster, vacation schedule, other training) will be reviewed determining whether staffing is adequate, or whether the employee will need to cover the time (ie; by trade). At this time the Staff member being contacted will make the proper designation on the Duty Roster for the date(s) of the training. If sufficient personnel are working at the time of acceptance, the Comp Time book needs to be marked no comp time available on the training date(s). If a trade is required, the City will compensate, where applicable, the time (primarily) or money to the replacement employee. Any time trade(s) made between employees is subject to rules governing a normal trade agreement.

Outside training will take precedence over compensatory time and will be noted in the Compensatory Time Log Book to indicate any scheduled training.

The Assistant Chief of Training or his/her designees will regularly update the Outside Training List anytime an employee is accepted to an outside school or class.

Employees attending the National Fire Academy (NFA) or similar training pre-approved by the Chief will be allowed to have the day of departure and return off if scheduled for duty.

NFA weekend classes (whether in or out of state) will be considered Level "B".

Two week NFA classes which require the student to reside at the academy do not count in any listed category. The department will cover meal costs and work time if necessary.

Mandatory, off duty training will not move any employee to the bottom of the list.

APPENDIX F

Fond du Lac County Hazardous Material Team

The members of Local 400 and the City entered into this memorandum of understanding on March 28, 1997 and the following outlines the terms of the agreement.

- 1) Fond du Lac County Hazardous Material Team participation is voluntary.
- 2) There will not be any additional Hazardous Material Team pay or hazardous duty pay.
- 3) All schools and training activities/exercises will be accomplished on normal duty hours or overtime pay when off duty, not compensatory time.
- 4) Training would be quality training by qualified instructors.

APPENDIX G

Paramedic School Agreement

1. The Fond du Lac Fire Department will send all employees to paramedic school who start employment without a paramedic license or currently enrolled in the program. If the City decides to send only one individual at a time, seniority will determine which employee is sent.
2. The Department will provide transportation to and from school as available. If a vehicle is not available the employee will be reimbursed for mileage at the current rate.
3. The Department will provide meals per the City of Fond du Lac meal reimbursement policy that includes breakfast, lunch, and dinner when applicable.
4. The employee will be placed on a 40-hour work week, and there will be no adjustment to pay scale from a normal 56-hour work week. Also, while in class all benefits such as sick time, vacation, etc. will accrue as if the employee were on normal 56-hour schedule.
5. The employee will be available for emergency overtime only.
6. If an employee terminates employment within three years of completing the Fond du Lac Fire Department paramedic requirements he/she will be responsible for the liquidated damages of the amount equal to the books and tuition. The only exception is if the employee is involuntarily let go from the Department.
7. If an employee has chosen vacation(s) during the scheduled school year he/she will have the choice of re-picking vacation(s) in vacant vacation openings of the current year or the following year. The re-picking will be done after the entire shift has selected all of their vacations, and the selections shall not exceed three employees off per duty cycle.
8. When the employee has a scheduled break from school, the employee will be assigned clinical, or ride-along time for eight (8) hours on the aforementioned days. During a holiday the student will not be expected to report to work.
9. Scheduling of days and hours will be flexible in order to meet the needs of the employee and the paramedic class requirements.
10. Upon completion of the classroom and clinical portions of class, the employee will return to his/her normal shift. The employee will be assigned to work with the paramedic lieutenant on the ambulance as a third person during the ride-along portion of class. It must also be noted that during the ride-along portion of class the employee is not included as regular staffing until completion of the course requirements.

APPENDIX I

Conditions of Employment for 56-Hour Fire Prevention Officer

Position Description

The Fire Inspector/Investigator is a member of the Fire Department's Fire Prevention/Public Education Bureau. He/she is a firefighter/EMT specially trained to inspect buildings for fire code compliance, interpret fire and life safety codes, and conduct fire investigations and present public safety presentations. The fire inspector is a represented position assigned to a 56 hour (on-shift) work schedule.

Compensation Level

The position of Inspector / Investigator will be compensated per Appendix A, FL5.

Hours

The normal week day inspection schedule will consist of cleanup, break, and vehicle checks, and exercise from 0800 hours until 1000 hours. Inspection duties will commence at 1000 hours until 1600 hours with a one hour lunch. The Inspector / Investigator will return to his or her assigned vehicle from 1600 hours to 0800 hours the following day. The inspector will be required to perform inspections as necessary to complete the assigned workload of the position. This may include Saturday, and evening inspections. If necessary Saturday hours will consist of cleanup, break, and vehicle checks from 0800 hours until 1000 hours, and inspection duties will commence at 1000 hours until 1200 hours. Evening inspections will commence at 1800 hours until 2100 hours. The inspector will not be required to perform inspection duties on Sundays or holidays. Any time spent performing inspection duties outside of the normal work day will be returned to the member during the same day or a day during the same work cycle.

Overtime

The Inspector / Investigator will be entitled to all overtime benefits per the existing contract. When the Inspector / Investigator is performing an overtime duty he/she will not be required to perform inspection duties.

Education and Training

The member will be required to obtain Wisconsin Certified Fire Inspector within one year from the date of appointment if there is appropriate notice and opportunity to attend the class.

The Inspector / Investigator will receive time and one-half for all training required by the Chief and will be notified of this training per Article V, Section 5. The twenty four hours of continuing education per year will be reimbursed at Level B compensation per the established training agreement. Paramedics wishing to retain their license after accepting the position will be considered inactive while performing the position of Inspector / Investigator. They will be able to maintain their paramedic licensure and all required training will be compensated as an active paramedic. In order to maintain or reestablish themselves as a paramedic, medical control will set forth the guidelines to follow. An inactive paramedic will not be able to perform as a paramedic.

The Inspector / Investigator will be required to attend monthly training to maintain a minimum requirement of Firefighter/EMT proficiencies.

Time Commitments:

There will be a three month probation period to allow the Chief time to evaluate the inspector, as well as time for the inspector to decide whether or not he/she wants to continue in the position.

Because of the highly technical nature of the skills required of a fire inspector/investigator the members assigned to this position are required to commit to a minimum of three (3) years of service in the position. Upon the completion of three years the member is required to give a thirty day notice to the Chief of his/her intent to vacate the position. The member will continue in the position for thirty days, while the position is filled.

The position of fire inspector/investigator shall not limit a member's ability or opportunities for promotion. A member may vacate the position if promoted to Paramedic, Engineer, Lieutenant, Captain, or Battalion Chief. The member will continue in the position of Inspector until the opening for the promotion is available. A vacancy created by a promotion will be filled in a reasonable amount of time.

Station and Company Assignments:

Although assigned as a regular member of a designated fire company the inspector will be in-the-field during the business portion of each day if the minimum required staffing is maintained. When staffing exceeds eighteen members the Inspector will respond, as necessary, to all emergency calls dispatched to his/her company while on inspection duties. In order to maintain engine company minimum staffing requirements an engine company may be required to assist the Inspector in the field.

Other Benefits:

The inspector position will be chosen on a seniority basis. If there is no interest in the position the least senior non-probationary member will fill the position until the next least senior member completes probation. There will be one inspector per shift, shift transfers will be by seniority. When a 56-hour inspector makes a trade, he will be able to perform inspections, but is not required to. When the member pays the inspector back the trade, the member will not be required to inspect. All members will have an opportunity to test for the 40-hour inspector position when the position opens.

APPENDIX J
FOND DU LAC FIRE DEPARTMENT
PROMOTIONAL PROCESS

FIRE LIEUTENANT

The following procedure will govern all promotions within the Fond du Lac Fire Department to include Fire Lieutenant, Paramedic Lieutenant, Engineer, 56-Hour Fire Prevention Officer, and 40-Hour Fire Prevention Officer.

1. All examinations shall be impartial and shall relate to those matters, which will test fairly the candidate to discharge the duties of the position to be filled.
Eligibility for promotion to the position of Fire Lieutenant require:
 - a. The completion of a minimum of four (4) years service with the Fond du Lac Fire Department by the posting deadline.
 - b. A minimum of 30 credits toward an Associate Degree in a fire or EMS related field.
 - c. Must possess a valid Wisconsin Motor Vehicle Driver License.
2. Announcements for promotional examinations shall be posted in each fire station for 30 days before application or resume deadline. The announcement shall consist of a job description, minimum requirements, and application deadline and a list of recommended text and reference materials. All applications or resumes shall be submitted to Human Resources for review of minimum requirements. Applications received after the closing date, or not meeting minimum requirements will not be considered.
3. Examination material shall consist of all text and reference materials outlined by the outside testing agency for the specific promotional test. Text and reference materials that may be used for studying purposes will be distributed to each fire station or to the member(s) 30 working days prior to the examination.
4. All candidates will be notified of the date, time and location of the examination and assessment in writing ten (10) days prior to the promotional process.
5. The promotional process will be weighted 70% fire ground operations, and 30% EMS. The promotional process is comprised of three elements weighted as follows:
 - A. The Written Examination will consist of 40% of the total score before seniority.
 1. The Written Examination will consist of the following elements:
 - a. Fire department members are eligible to take the exam after 24 months of service.
 - b. Only members with four (4) or more years of service will be eligible to continue the process.
 - c. The Chief and Human Resources will select a validated written examination.
 - d. There will be no cut-off score. All candidates meeting the minimum requirements will complete the entire process.
 - e. Human Resources and an appointed member from Local 400 will score the examinations. An outside agency may score and return the results to Human Resources.
 - B. The Professional Skills Assessment will consist of 60% of the total score before seniority.
 1. The Interview shall consist of the following elements.
 - a. Questions prepared by Human Resources and the Fire Chief.
 - b. The assessment will be made up of three (3) scenarios or exercises with a value of 20 points each with a maximum of sixty points being awarded.
 - c. Assessment scenarios and exercises approved by the Police & Fire Commission.
 - d. The scenarios or exercises shall consist of the following:
 1. A ten to fifteen minute fire company training presentation. The presentation will be evaluated on the level of preparation, which

should include a lesson plan and any other prepared materials provided to the evaluators. Members may use all audio-visual equipment available.

2. An Incident Command Exercise
 3. A Focused Interview
 2. The Interview Panel shall consist of three (3) interviewers from outside career (full-time) fire departments. These interviewers shall be equal to or above the rank of Fire Lieutenant.
 3. The Police and Fire Commission may appoint one Commissioner to sit as an observer during interviews.
 4. Local 400 may appoint one Executive board member to sit as an observer during interviews.
 - C. Seniority points will be added after all other exam and evaluation scores have been tabulated (maximum of 100 points).
 1. Seniority will be recognized by, each candidate being awarded one point for each year of service, up to a maximum of fifteen (15) points.
 2. Years of seniority will be prorated by the month from start date to application or resume deadline.
6. Creation of an Eligibility List will follow these rules:
- A. Prior to the eligibility list being established the Chief and an appointed member from Local 400 will calculate all scores.
 - B. The Chief presents to the Commission his or her recommendation of candidates for placement on an eligibility list. This recommendation is based on candidate's composite scores. All candidates receiving a minimum of seventy (70) as an overall composite score will be recommended for the eligibility list. The Chief will present to the Commission a breakdown of candidates' scores in the order of highest to lowest for the Commission's review.
 - C. The Commission approves/disapproves the eligibility list with direction to the Chief to begin an entirely new process if no candidate achieves an overall composite score of seventy (70).
 - D. Upon creation of the eligibility list, the Chief will inform all candidates who participate in the process as to whether or not their name was placed on the eligibility list. Said notification will be in writing. Included in the notification will be a breakdown by segment of the individual candidate's scores.
 - E. The Chief will select candidates from the list in the order in which they are listed. In circumstances where a candidate has committed an act that, in the Chief's opinion, disqualifies him or her from promotion, the Chief may pass over that individual when making promotions from the list.
 - F. The Chief will submit his recommendation(s) for promotion to the Commission for final approval. The individual receiving an offer of promotion has five days to accept or decline the offer. Upon acceptance of the offer, the Chief shall report back to the Police and Fire Commission that a public announcement is forthcoming. In the event that an individual declines an offer of promotion, the Chief shall move to the next person on the eligibility list. The individual declining an offer at this point shall retain his or her position on the eligibility list and will be the first eligible person for the next promotion offer.
 - G. The eligibility list will be in effect for 24 months from the date of approval by the Police and Fire Commission.

7. Other Rules

- A. In the event there are no qualified candidates for the position of Fire Lieutenant, the following guidelines shall become effective:
 - 1. The length of service requirements shall be reduced until a minimum of two candidates become eligible. The minimum length of requirement under this section shall be two years as a member of the Fond du Lac Fire Department.
- B. The member shall serve a probationary period of 12 months. If, during that period, the member fails to perform satisfactorily the duties of the new position, he or she will be permitted to return to his or her original position without loss of seniority. If the member returns to his or her original position, the member that is replaced will retain his or her pay and seniority in the position, but will be relieved of duties until a vacancy occurs.
- C. Where a member desires to write the examination, but is unable to do so because of a serious illness or accident, the exam may be postponed at the discretion of the Chief.

PARAMEDIC LIEUTENANT

1. All examinations shall be impartial and shall relate to those matters, which will test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion to the position of **Paramedic Lieutenant** require:

- A. The Completion of a minimum of four (4) years as a paramedic with the Fond du Lac Fire Department by the posting deadline.
- B. A minimum of 30 credits toward an Associate Degree in a fire or EMS related field.
- C. Must be a certified Wisconsin EMT-Paramedic.
- D. Must possess a valid Wisconsin Motor Vehicle Drivers License.

2. Announcements for promotional examinations shall be posted in each fire station for 30 days before application or resume deadline. The announcement shall consist of a job description, minimum requirements, and application deadline and a list of recommended text and reference materials. All applications or resumes shall be submitted to Human Resources for review of minimum requirements. Applications received after the closing date, or not meeting minimum requirements will not be considered.

3. Examination material shall consist of all text and reference materials outlined by the outside testing agency for the specific promotional test. Text and reference materials that may be used for studying purposes will be distributed to each fire station or to the member(s) 30 working days prior to the examination.

4. All candidates will be notified of the date, time, and location of the examination and assessment in writing ten (10) days prior to the promotional process.

5. The promotional process will be weighted 70% EMS, and 30% fire ground operations. The promotional process is comprised of three elements weighted as follows:

- A. The Written Examination will consist of 40% of the total score before seniority.
 - 1. The Written Examination will consist of the following elements:
 - a. Fire department members are eligible to take the exam after 24 months of service.
 - b. Only members with four (4) or more years as a paramedic with the Fond du Lac Fire Department will be eligible to continue the process.
 - c. The Chief and Human Resources will select a validated written examination.
 - d. There will be no cut-off score. All candidates meeting the minimum requirement will complete the entire process.
 - e. Human Resources and an appointed member from Local 400 will score the examinations. An outside agency may score and return the results to Human Resources.

- B. The Professional Skills Assessment will consist of 60% of the total score before seniority.
 - 1. The interview shall consist of the following elements.
 - a. Questions prepared by Human Resources and the Fire Chief.
 - b. The assessment will be made up of three (3) scenarios or exercises with a value of 20 points each with a maximum total of sixty points being awarded.
 - c. Assessment scenarios and exercises approved by the Police and Fire Commission.
 - d. The scenarios or exercises shall consist of the following:
 - 1. A ten to fifteen-minute EMS training presentation. The presentation will be evaluated on the level of preparation, which should include a lesson plan and any other prepared materials provided to the evaluators. Members may use all audio-visual equipment available.
 - 2. An Incident Command Exercise
 - 3. A Focused Interview
 - 2. The interview Panel shall consist of three (3) interviewers.
 - 3. The Interview Panel shall consist of two (2) interviewers from outside career (full-time) fire departments which provide paramedic level service. These interviewers shall be equal to or above the rank of Paramedic Lieutenant.
 - 4. The third interviewer shall be the St. Agnes Hospital Medical Director.
 - 5. The Police and Fire Commission may appoint one (1) Commissioner to sit as an observer during interviews.
 - 6. Local 400 may appoint one Executive Board member to sit as an observer during interviews.
 - C. Seniority points will be added after all other exam and evaluation scores have been tabulated (maximum of 100 points).
 - 1. Seniority will be recognized by, each candidate being awarded one point for each year of service, up to a maximum of fifteen (15) points.
 - 2. Years of seniority will be prorated by the month from start date to application or resume deadline.
6. Creation of an Eligibility list will follow these rules:
 - A. Prior to the eligibility list being established the Chief and an appointed member from Local 400 will calculate all scores.
 - B. The Chief presents to the Commission his or her recommendation of candidates for placement on an eligibility list. This recommendation is based on candidate's composite scores. All candidates receiving a minimum of seventy (70) as an overall composite score will be recommended for the eligibility list. The Chief will present to the Commission a breakdown of candidates' scores in the order of highest to lowest for the Commission's review.
 - C. The Commission approves/disapproves the eligibility list with direction to the Chief to begin an entirely new process if no candidate achieves an overall composite score of seventy (70).
 - D. Upon creation of the eligibility list, the Chief will inform all candidates who participate in the process as to whether or not their name was placed on the eligibility list. Said notification will be in writing. Included in the notification will be a breakdown by segment of the individual candidate's scores.
 - E. The Chief will select candidates from the list in the order in which they are listed. In circumstances where a candidate has committed an act that, in the Chief's opinion, disqualifies him or her from promotion, the Chief may pass over that individual when making promotions from the list.

- F. The Chief will submit his recommendation(s) for promotion to the Commission for final approval. The individual receiving an offer of promotion has five days to accept or decline the offer. Upon acceptance of the offer, the Chief shall report back to the Police and Fire Commission that a public announcement is forthcoming. In the event that an individual declines an offer of promotion, the Chief shall move to the next person on the eligibility list. The individual declining an offer at this point shall retain his or her position on the eligibility list and will be the first eligible person for the next promotion offer.
 - G. The eligibility list will be in effect for 24 months from the date of approval by the Police and Fire Commission.
7. Other Rules
- A. In the event there are no qualified candidates for the position of Paramedic Lieutenant, the following guidelines shall become effective:
 - 1. The length of service requirement shall be reduced until a minimum of two candidates become eligible. The minimum length of requirement under this section shall be two years as a paramedic with the Fond du Lac Fire Department.
 - B. The member shall serve a probationary period of 12 months. If, during that period, the member fails to perform satisfactorily the duties of the new position, he or she will be permitted to return to his or her original position without loss of seniority. If the member returns to his or her original position, the member that is replaced will retain his or her pay and seniority in the position, but will be relieved of the duties until a vacancy occurs.
 - C. Where a member desires to write the examination, but is unable to do so because of a serious illness or accident, the exam may be postponed at the discretion of the Chief.

FIRE ENGINEER

1. All examinations shall be impartial and shall relate to those matters, which will test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion to the position of **Engineer** require:
 - A. The Completion of a minimum of four (4) years of service with the Fond du Lac Fire Department by the posting deadline.
 - B. Must be certified in Wisconsin State Firefighter II prior to the application deadline.
 - C. Must be a certified Wisconsin State Fire Apparatus Driver-Operator (60 hours) prior to the application deadline.
 - D. Must possess a valid Wisconsin Motor Vehicle Drivers License.
 - E. Basic knowledge of the mechanical operation of fire apparatus and fire department hydraulics.
2. Announcements for promotional examinations shall be posted in each fire station for 30 days before application or resume deadline. The announcement shall consist of a job description, minimum requirements, and application deadline and a list of recommended text and reference materials. All applications or resumes shall be submitted to Human Resources for review of minimum requirements. Applications received after the closing date and not meeting minimum requirements will not be considered.
3. Examination material shall consist of all text and reference materials outlined by the outside testing agency for the specific promotional test. Text and reference materials that may be used for studying purposes will be distributed to each fire station or to the member(s) 30 working days prior to the examination.
4. All candidates will be notified of the date, time, and location of the examination and assessment in writing ten (10) days prior to the promotional process.
5. The promotional process is comprised of three elements weighted as follows:
 - A. The Written Examination will consist of 40% of the total score before seniority.
 1. The Written Examination will consist of the following elements:
 - a. Fire department members are eligible to take the exam after 24 months of service.

- b. Only members with four (4) or more years of service will be eligible to continue with the process.
 - c. The Chief and Human Resources will select a validated written examination.
 - d. There will be no cut-off score. All candidates meeting the minimum requirements will complete the entire process.
 - e. Human Resources and an appointed member from Local 400 will score the examinations. An outside agency may score and return the results to Human Resources.
 - B. The Practical Driving Skills Assessment will consist of 60% of the total score before seniority.
 - 1. The assessment shall consist of the following elements.
 - a. The assessment will be made up of three (3) scenarios or exercises with a value of 20 points each with a maximum total of sixty points being awarded.
 - b. Assessment scenarios and exercises approved by Human Resources and Police and Fire Commission.
 - c. The scenarios or exercises shall consist of the following:
 - 1. A Driver's Obstacle Course set up at a remote location designed for the testing vehicle.
 - 2. An Apparatus Operations Exercise (Pumping Operations)
 - 3. A Predetermined Street Driving Test.
 - 2. A certified employee from Moraine Park Technical College will evaluate and score the practical portion.
 - 3. The Police and Fire Commission may appoint one Commissioner to attend as an observer.
 - 4. Local 400 may appoint one Executive Board member to attend as an observer.
 - C. Seniority points will be added after all other exam and evaluation scores have been tabulated (maximum of 100 points).
 - 1. Seniority will be recognized by, each candidate being awarded one point for each year of service, up to a maximum of fifteen (15) points.
 - 2. Years of seniority will be prorated by the month from start date to application or resume deadline.
6. Creation of an Eligibility list will follow these rules:
 - A. Prior to the eligibility list being established the Chief and an appointed member from Local 400 will calculate all scores.
 - B. The Chief presents to the Commission his or her recommendation of candidates for placement on an eligibility list. This recommendation is based on candidate's composite scores. All candidates receiving a minimum of seventy (70) as an overall composite score will be recommended for the eligibility list. The Chief will present to the Commission a breakdown of candidates' scores in the order of highest to lowest for the Commission's review.
 - C. The Commission approves/disapproves the eligibility list with direction to the Chief to begin an entirely new process if no candidate achieves an overall composite score of seventy (70).
 - D. Upon creation of the eligibility list, the Chief will inform all candidates who participate in the process as to whether or not their name was placed on the eligibility list. Said notification will be in writing. Included in the notification will be a breakdown by segment of the individual candidate's scores.
 - E. The Chief will select candidates from the list in the order in which they are listed. In circumstances where a candidate has committed an act that, in the Chief's opinion, disqualifies him or her from promotion, the Chief may pass over that individual when making promotions from the list.

- F. The Chief will submit his recommendation(s) for promotion to the Commission for final approval. The individual receiving an offer of promotion has five days to accept or decline the offer. Upon acceptance of the offer, the Chief shall report back to the Police and Fire Commission that a public announcement is forthcoming. In the event that an individual declines an offer of promotion, the Chief shall move to the next person on the eligibility list. The individual declining an offer at this point shall retain his or her position on the eligibility list and will be the first eligible person for the next promotion offer.
 - G. The eligibility list will be in effect for 24 months from the date of approval by the Police and Fire Commission.
7. Other Rules
- A. In the event there are no qualified candidates for the position of Engineer, the following guidelines shall become effective.
 - 1. The length of service requirement shall be reduced until a minimum of two candidates become eligible. The minimum length of requirement under this section shall be two years as a member of the Fond du Lac Fire Department.
 - B. The member shall serve a probationary period of 12 months. If, during that period, the member fails to perform satisfactorily the duties of the new position, he or she will be permitted to return to his or her original position without loss of seniority. If the member returns to his or her original position, the member that is replaced will retain his or her pay and seniority in the position, but will be relieved of the duties until a vacancy occurs.
 - C. Where a member desires to write the examination, but is unable to do so because of a serious illness or accident, the exam may be postponed at the discretion of the Chief.

40 Hour Fire Prevention Officer

1. All examinations shall be impartial and shall relate to those matters, which will test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion to the position of a 40-Hour Fire Prevention Officer require:
 - A. The Completion of a minimum of four (4) years of service with the Fond du Lac Fire Department by the posting deadline.
 - B. Must possess a valid Wisconsin Motor Vehicle Drivers License.
 - C. Thorough knowledge and the skills and abilities to perform the duties of a firefighter/EMT.
 - D. Must be certified in Wisconsin State Firefighter II prior to the application deadline.
 - E. State of Wisconsin Certified Fire Inspector, and Underground Storage Tank courses or the ability to obtain certification within one (1) year from the date of promotion.
2. Announcements for promotional examinations shall be posted in each fire station for 30 days before application or resume deadline. The announcement shall consist of a job description, minimum requirements, and application deadline and a list of recommended text and reference materials. All applications or resumes shall be submitted to Human Resources for review of minimum requirements. Applications received after the closing date, or not meeting minimum requirements will not be considered.
3. Examination material shall consist of all text and reference materials outlined by the outside testing agency for the specific promotional test. Text and reference materials that may be used for studying purposes will be distributed to each fire station or to the member(s) 30 working days prior to the examination.
4. All candidates will be notified of the date, time, and location of the examination and assessment in writing ten (10) days prior to the promotional process.
5. The promotional process is comprised of three elements weighted as follows:
 - A. The Written Examination will consist of 40% of the total score before seniority.
 1. The Written Examination will consist of the following elements:
 - a. Fire department members are eligible to take the exam after 24 months of service.

- b. Only members with four (4) or more years of service will be eligible to continue the process.
 - c. The Chief and Human Resources will select a validated written examination.
 - d. There will be no cut-off score. All candidates meeting the minimum requirements will complete the entire process.
 - e. Human Resources and an appointed member from Local 400 will score the examinations. An outside agency may score and return the results to Human Resources.
- B. The Professional Skills Assessment will consist of 60% of the total score before seniority.
- 1. The Interview shall consist of the following elements.
 - a. Questions prepared by Human Resources and the Fire Chief.
 - b. The assessment will be made up of three (3) scenarios or exercises with a value of 20 points each with a maximum total of sixty points being awarded.
 - c. Assessment scenarios and exercises approved by the Police and Fire Commission.
 - d. The scenarios or exercises shall consist of the following:
 - 1. A ten to fifteen-minute training presentation. The presentation will be evaluated on the level of preparation, which should include a lesson plan and any other prepared materials provided to the evaluators. Members may use all audio-visual equipment available.
 - 2. A Focused Interview Related to an Inspection
 - 3. A Focused Interview on Current Regulations
 - 2. The Interview Panel shall consist of three (3) interviewers from outside career (full-time) fire departments that have fire inspection programs. These interviewers shall be equal to or above the rank of Fire Prevention Officer.
 - 3. The Police and Fire Commission may appoint one Commissioner to sit as an observer during interviews.
 - 4. Local 400 may appoint one Executive Board member to sit as an observer during interviews.
- C. Seniority points will be added after all other exam and evaluation scores have been tabulated (maximum of 100 points).
- 1. Seniority will be recognized by, each candidate being awarded one point for each year of service, up to a maximum of fifteen (15) points.
 - 2. Years of seniority will be prorated by the month from start date to application or resume deadline.
6. Creation of an Eligibility list will follow these rules:
- A. Prior to the eligibility list being established the Chief and an appointed member from Local 400 will calculate all scores.
 - B. The Chief presents to the Commission his or her recommendation of candidates for placement on an eligibility list. This recommendation is based on candidate's composite scores. All candidates receiving a minimum of seventy (70) as an overall composite score will be recommended for the eligibility list. The Chief will present to the Commission a breakdown of candidates' scores in the order of highest to lowest for the Commission's review.
 - C. The Commission approves/disapproves the eligibility list with direction to the Chief to begin an entirely new process if no candidate achieves an overall composite score of seventy (70).
 - D. Upon creation of the eligibility list, the Chief will inform all candidates who participate in the process as to whether or not their name was placed on the eligibility list. Said notification will be in writing. Included in the notification will be a breakdown by segment of the individual candidate's scores.
 - E. The Chief will select candidates from the list in the order in which they are listed. In circumstances where a candidate has committed an act that, in the Chief's opinion, disqualifies him or her from promotion, the Chief may pass over that individual when making promotions from the list.

- F. The Chief will submit his recommendation(s) for promotion to the Commission for final approval. The individual receiving an offer of promotion has five days to accept or decline the offer. Upon acceptance of the offer, the Chief shall report back to the Police and Fire Commission that a public announcement is forthcoming. In the event that an individual declines an offer of promotion, the Chief shall move to the next person on the eligibility list. The individual declining an offer at this point shall retain his or her position on the eligibility list and will be the first eligible person for the next promotion offer.
 - G. The eligibility list will be in effect for 24 months from the date of approval by the Police and Fire Commission.
7. Other Rules
- A. In the event there are no qualified candidates for the position of Fire Prevention Officer, the following guidelines shall become effective:
 - 1. The length of service requirement shall be reduced until a minimum of two candidates become eligible. The minimum length of requirement under this section shall be two years as a member of the Fond du Lac Fire Department.
 - B. The member shall serve a probationary period of 12 months. If, during that period, the member fails to perform satisfactorily the duties of the new position, he or she will be permitted to return to his or her original position without loss of seniority. If the member returns to his or her original position, the member that is replaced will retain his or her pay and seniority in the position, but will be relieved of the duties until a vacancy occurs.
 - C. The member is required to hold the position for 2 years from time of promotion. However, the position of fire prevention officer shall not limit a member's ability or opportunities for promotion. A member may vacate the position if promoted to Engineer, Lieutenant, Captain, or Battalion Chief. The member will continue in the position of Inspector until the opening for the promotion is available.
 - D. Where a member desires to write the examination, but is unable to do so because of a serious illness or accident, the exam may be postponed at the discretion of the Chief.

56-Hour Fire Prevention Officer

- 1. Eligibility for promotion to the position of the 56-hour fire prevention officer require:
 - A. The Completion of a minimum of two (2) years of service with the Fond du Lac Fire Department by the posting deadline.
 - B. Must possess a valid Wisconsin Motor Vehicle Drivers License.
 - C. Thorough knowledge and the skills and abilities to perform the duties of a firefighter/EMT.
 - D. Must be certified in Wisconsin State Firefighter II prior to the application deadline.
 - E. State of Wisconsin Certified Fire Inspector or the ability to obtain certification within one (1) year from the date of promotion.
- 2. Announcements for promotions shall be posted in each fire station for 30 days before application or resume deadline. The announcement shall consist of a job description, minimum requirements, and application deadline. All applications or resumes shall be submitted to Human Resources for review of minimum requirements. Applications received after the closing date, or not meeting minimum requirements will not be considered.
- 3. The fire prevention officer position will be chosen on a seniority basis.
- 4. Creation of an Eligibility list will follow these rules:
 - A. The Commission approves/disapproves the eligibility list.
 - B. Upon creation of the eligibility list, the Chief will inform all candidates who participate in the process as to whether or not their name was placed on the eligibility list. Said notification will be in writing. The Chief will select candidates from the list in the order in which they are listed. In circumstances where a candidate has committed an act that, in the Chief's opinion,

- disqualifies him or her from promotion, the Chief may pass over that individual when making promotions from the list.
- C. The Chief will submit his recommendation(s) for promotion to the Commission for final approval. The individual receiving an offer of promotion has five days to accept or decline the offer. Upon acceptance of the offer, the Chief shall report back to the Police and Fire Commission that a public announcement is forthcoming. In the event that an individual declines an offer of promotion, the Chief shall move to the next person on the eligibility list. The individual declining an offer at this point shall retain his or her position on the eligibility list and will be the first eligible person for the next promotion offer.
 - D. The eligibility list will be in effect for 24 months from the date of approval by the Police and Fire Commission.
5. Other Rules
- A. In the event there are no qualified candidates for the position of Fire Prevention Officer, the following guideline shall become effective:
 - 1) The least senior non-probationary member will fill the position until the next least senior member completes probation.
 - B. The member shall serve a probationary period of 3 months. If, during that period, the member fails to perform satisfactorily the duties of the new position, he or she will be permitted to return to his original position without loss of seniority. If the member returns to his or her original position, the member that is replaced will retain his or her pay and seniority in the position, but will be relieved of the duties until a vacancy occurs.
 - C. Because of the highly technical nature of the skills required of a Fire Prevention Officer the members assigned to this position are required to commit to a minimum of three (3) years of service in the position. Upon the completion of three years the member is required to give a thirty day notice to the Chief of his/her intent to vacate the position. The member will continue in the position for up to thirty days, while the position is filled.