WORKING CONDITIONS AGREEMENT

January 1, 2014 - December 31, 2015

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CITY OF FOND DU LAC, WISCONSIN

AND

FOND DU LAC CITY FIRE SUPERVISORY ASSOCIATION

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AGREEMENT

THIS AGREEMENT is entered into to be effective the 1st day of January, 2014, by and between the City of Fond du Lac, Wisconsin, party of the first part, hereinafter referred to as the **CITY** and the Fond du Lac City Fire Department Supervisory Association, party of the second part, hereinafter referred to as the **ASSOCIATION**. This Agreement shall remain in effect through December 31, 2015.

ARTICLE I

PURPOSE OF AGREEMENT

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

ARTICLE II

RECOGNITION

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

ARTICLE III

DURATION

Except as otherwise specified herein, this Agreement shall take effect January 1, 2014, and shall remain in full force until and including December 31, 2015. This Agreement shall be automatically renewed from year to year unless the party desiring to open discussion submits to the other party in writing its proposals on or before the 1st day of July, 2015, or any succeeding effective year of this Agreement. An initial meeting of the parties shall be held within thirty (30) days of the filing of any request, but not later than August 1 of any effective year, or at a date mutually agreed to by the parties.

ARTICLE IV

HOURS

1) All employees working on the platoon system of twenty-four (24) hour shifts shall work an average fifty-six (56) hour work week.

2) Definition of a workday. The workday consists of a period of twenty-four (24) consecutive hours on duty, to commence at 8:00 a.m. one day to 8:00 a.m. the following day.

3) Definition of a work week. The normal work week shall consist of fifty-six (56) hours of

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

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

1. Captains

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

ARTICLE V

SALARIES

The 2014 - 2015 salary schedule for positions covered by this Agreement shall be as those listed in the Appendix.

ARTICLE VI

OVERTIME

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

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

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

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

4) Compensation for overtime shall be paid in cash or compensatory time, as an employee may choose; however, compensation time up to one hundred twenty (120) hours may be paid to each employee each year. Hours in excess of one hundred twenty (120) will be carried over to the following year.

ARTICLE VII

CLOTHING MAINTENANCE

The City of Fond du Lac Fire Department will provide in-house laundering for stationwear and contracted dry cleaning services for member's Class A white dress shirts.

The City agrees to provide the turnout gear and the uniform apparel described in the Equipment List included in this Article to all members at City expense. Uniform apparel and turnout gear mentioned in the Equipment List included in this Article shall be provided to a member on a replacement basis. If a member 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 member after an inventory of the member'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 member. Items shall be replaced as needed as determined by the Fire Chief's designee.

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 member'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:

TURNOUT GEAR:

Quantity	Item	Quantity	Item
1	NFPA Approved Helmet with Eye Protection and Liner	2 pair	Leather or Rubber Boots *
2	NFPA Approved Turnout Coat *	2 pair	NFPA Approved Turnout Pants with Suspenders *
2	NFPA Approved Protective Hood *	2 pair	NFPA Approved Gloves *
1	NFPA Approved Wildland Turnout Coat	1 pair	NFPA Approved Wildland Turnout Pants
1	NFPA Approved Wildland Helmet	1 pair	NFPA Approved Wildland Gloves
1 pair	NFPA Approved Wildland Boots	1	Mic Keeper
1	Fanny Pack	1	Glove Keeper
1	Wildland Gear Bag	1	Flashlight

UNIFORM APPAREL:

Quantity	Item	Quantity	Item
1	Long Sleeve Shirt	1	Summer Hat
1	Red Polo	1	Belt
4	Navy Blue Polo Shirts (2-short sleeve, 2 long-sleeve)	1	Jumpsuit
2	Job Shirt	1	Dress Uniform for Honor Guard Members
6	T-Shirts	1	Tie
3 Pair	Pants	2	Badges (Jacket & Dress Shirt)
2 Pair	Uniform Shorts	As Needed	Collar Insignias
2 Pair	Workout Shorts	1 Pair	Black Shoes
1	Winter Coat with Summer Liner	1 Pair	Black Boots
1	Winter Hat	3	Sweatshirts
3	Towels		

Quantity	Item	Quantity	Item
1	Security Door Key FOB	1	Department ID Badge
1	City ID Badge		

ARTICLE VIII

GROUP HEALTH INSURANCE

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

1) Effective January 1, 2014, employees shall contribute 12% of the premium. Upon verification by the City that an employee has completed a Health Risk Assessment (HRA), the employee will pay a maximum of 8% per month of the premium in 2014. Effective January 1, 2015, the employees shall contribute 12% of the health insurance premium for 2015. Upon verification by the City that employees have participated in a Health Risk Assessment (HRA), employees shall contribute 10% of the health insurance premium. Employees who complete the HRA program and achieve a passing score on the City's Biometric score card shall contribute 8% of the health insurance premium.

   The Wellness/Fitness program which provides physicals at no cost to the employee meets the criteria to qualify for the reduced contribution. If the department elects not to provide the

physicals, the City will cover the cost of the HRA. The HRA is a voluntary program which is utilized for early recognition of health risk factors and will remain confidential between the employee and health care provider. The HRA consists of a blood draw to check cholesterol levels, a urinalysis to check sugar levels, a completion of a health risk survey, and an evaluation of vital signs.

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, a payment to the employee's Post Employment Health Plan equal to twelve (12) months of paid health insurance under the City's then existing health insurance program. To quality for this payment the employee must have a minimum of ten (10) years of service to the City of Fond du Lac.

The City shall contribute the cash equivalent of 12 months of paid health insurance into the employees PEHP plan. The 12 months of insurance shall be calculated based on the insurance premium in effect when the employee retires. For employees retiring in the month of December, the City shall base the payment on the premium rate for the following year.

ARTICLE IX

GROUP LIFE INSURANCE

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

ARTICLE X

WORKER'S COMPENSATION

In the event any member becomes entitled to Worker's Compensation under Chapter 102, Wis. Stat., the member shall continue to receive his/her regular salary as set forth in Appendix A of this agreement from the City for the duration of temporary total disability in lieu of receiving a check from the City's Worker's Compensation Insurance carrier.

ARTICLE XI

SICK LEAVE

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

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

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

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

1) Report his absence to the Chief or his designated representative prior to the start of his workday.

2) Keep the Chief or his designated representative informed of his condition.

3) Submit a doctor's certificate for such absence if it is in excess of three (3) working days. The certificate must state the kind and nature of the sickness or injury and whether the employee has been incapacitated for said period of absence.

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

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

All sick leave shall be subject to administration by the Chief or such Assistant Fire Chief as may

be designated by the Chief. Serious cases of excessive abuse, as determined by the Chief and City Manager, will be grounds for disciplinary action or dismissal of the employee concerned.

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

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

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

ARTICLE XII

JURY DUTY

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

ARTICLE XIII

LEAVE WITHOUT PAY

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

ARTICLE XIV

GOOD ATTENDANCE BONUS PROGRAM

Section 1 - Effective January 1, 1987, 56 hour employees who accumulate sixty (60) days of unused sick leave shall be eligible to participate in the Good Attendance Bonus Program. Under the program, those

employees who use no sick leave during the month and whose unused sick leave accumulation totals sixty (60) days at the end of each month, will be entitled to 1.25 retirement insurance credits at the end of each month. The City shall maintain a record of all retirement insurance credits accumulated by each employee. Association Members will not accrue any additional GAB credits for 2014. Prior to 2015, the parties agree to meet and discuss accruing GAB credits for 2015.

Section 2 - Upon retirement, the accumulated retirement insurance credits of each employee shall be converted into cash at the rate of $94.82 for 2014 and $96.72 for 2015. The credit amount will be adjusted annually by the annual wage adjustment percentage.

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

ARTICLE XV

FUNERAL LEAVE

Section 1 - Each member will be allowed time off, with pay from the time of death including one day after the funeral.

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.

The following are defined as immediate family:

1. Father
2. Mother
3. Stepfather
4. Stepmother
5. Legal Guardian
6. Spouse
7. Child
8. Stepchild
9. Brother
10. Sister
11. Father-in-law
12. Mother-in-law
13. Spouse's Legal Guardian

Section 2 - A maximum of one (1) day off for purposes of attending the visitation or funeral of a member's extended family shall be granted with the approval of the Chief or his designee.

The following are defined as extended family:

1. Brother-in-law
2. Sister-in-law
3. Grandparents
4. Grandchild
5. Uncle
6. Aunt

The day off under Section 2 of this Article shall consist of one duty day (24 hours) when the funeral or visitation (hereinafter "funeral services") falls on the member's work day.

Section 3 – This section only applies when the funeral services occur on a member's non-workday and attending the funeral services without taking leave to travel would pose a hardship to the member. Where a member is required to travel outside the Fond du Lac area in order to attend the funeral services, the member may request to take his or her leave day or a portion of the leave day for traveling to the funeral services. Leave for traveling to funeral services under this section is subject to the Chief's approval.

ARTICLE XVI

EMERGENCY LEAVE

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

ARTICLE XVII

HOLIDAY LEAVE

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

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

ARTICLE XVIII

VACATION

Each full time employee assigned to work a fifty-six hour work week shall be granted a vacation

leave of six (6) workdays (144 hours) after one (1) year of service, nine (9) workdays (216 hours) after eight (8) years of service, ten (10) workdays (240 hours) after fifteen (15) years of service and thirteen (13) workdays (312 hours) after twenty (20) years of service, fourteen (14) workdays (336 hours) after twenty-two years of service, and fifteen (15) workdays (360 hours) after twenty-three (23) years of service.

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

Vacations will be administered by the Chief.

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

ARTICLE XIX

REIMBURSEMENT FOR COSTS OF TRAINING AND EDUCATION

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

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

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

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

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

3) Compensation provided in Section 2 of this Agreement will not be considered in

determining holiday pay, other pay rates, or benefits.

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

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

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

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

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

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

ARTICLE XX

WORKING OUT OF RANK

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

agreement.

ARTICLE XXI

RETIREMENT BENEFITS

The **CITY** shall pay up to seven and one-half percent (7.5%) of all eligible earnings as each participating employee's normal employee contribution to the Wisconsin Retirement System.

ARTICLE XXII

WAIVER OF RIGHTS

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

ARTICLE XXIII

SAVINGS CLAUSE

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

ARTICLE XXIV

LAYOFF AND RECALL

In the event of a layoff of personnel in the department, procedures established under Section 62.13 (5m) (a) (b) (c) of the Wisconsin Statutes shall be followed

ARTICLE XXV

GRIEVANCE PROCEDURE

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

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

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

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

out of the disciplining of an employee shall be subject to all steps of the grievance procedure.

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

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

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

ARTICLE XXVI

RIGHTS OF EMPLOYER

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

a. To prescribe and administer rules and regulations essential to the accomplishment of the services desired by the City Council.

b. To manage and otherwise supervise all employees in the bargaining unit.

c. To hire, promote, transfer, assign and retain officers and to suspend, demote, dismiss or take other disciplinary action against officers as circumstances warrant.

d. To relieve officers of duties because of lack of work or for other legitimate reasons.

e. To maintain the efficiency and economy of the **CITY** operations entrusted to the administration.

f. To determine the methods, means and personnel by which such operations are to be conducted.

g. To take whatever action may be necessary to carry out the objectives of the City Council in emergency situations.

h. To exercise discretion in the operation of the **CITY**, the budget, organization, assignment of personnel and the technology of work performance.

ARTICLE XXVII

MODIFIED DUTY

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

a. Association members on medical leave due to non-work related injury or illness who are not fit for full duty, but have been cleared by a medical professional to come back to work on modified duty, would have the option of the following:

   i. Remain on sick leave until ready to return to full duty;

   ii. Work normal 24 hour shift: cycle, but only be allowed to work 0800-1700 hours on scheduled shift days (Monday - Friday), and paid leave would be used from 1700-0800 hours; paid leave of 24 hours would be used on Saturdays and Sundays;

   iii. Work Monday - Friday 0800-1700 hours.

      1. Members who are on modified duty assignments would not be eligible for designated work out times during the business day.

      2. Modified duty assignments under ii. and iii. need written approval by the Fire Chief, Association, and the employee.

b. Association members on medical leave under workers compensation who are not fit for full duty, but have been cleared by a medical professional to come back to work on modified duty would work the following:

   i. Regular 24-hour shift rotation.

   ii. Members who are on modified duty assignments would not be eligible for designated work out times during the business day unless approved by a medical professional.

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 may be offered to the employee in accordance with the above guidelines.

Modified duty assignments shall be within the Fond du Lac Fire Department on the same shift the employee was assigned prior to the injury or illness, and training will be provided by the employer to maintain the efficient accomplishment of the assignments given if feasible.

Individuals with on-duty injuries or illnesses will be given preference for modified duty assignments, and no more than 3 employees may be assigned to modified duty at any time. Employees assigned to modified duty will not be counted toward the normal daily staffing levels.

Except as provided above, all benefits provided for by the Labor Agreement shall not be reduced due to a modified duty assignment.

Employees assigned modified duties shall be given the option to take their previously scheduled vacation cycles or to hold the vacation selections until they return to full assignment. If an employee returns to work and there are no vacation selections available, he/she may carry over the selections to the next year. If the employee returns to work and there are few vacation selections available, he/she may carry over selections to the next year with supervisor approval. The employee may then pick carry-over vacation selections the next year after all of the other vacation selections have been made.

Employees placed in modified duty assignments are prohibited from participating in outside employment beyond the current restrictions of his/her modified duty assignment in the Department. Failure to follow this provision is grounds for discipline.

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.

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

ARTICLE XXVIII
EMT CERTIFICATION AND PAY

Captains will be required to maintain AED and CPR Certifications but not EMT basic certification.

ARTICLE XXIX
RESIDENCY

Association members must reside within the State of Wisconsin.

ARTICLE XXX

ASSOCIATION BUSINESS LEAVE

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

ARTICLE XXXI

TECHNICAL SERVICES TEAM

Association members will be permitted to participate in the Department's Technical Services Team subject to the same terms and conditions as other Department personnel. Association members are eligible for the $500 pay for participation provided that they maintain the required training and remain active on the team.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 3rd day of February 2014, by:

CITY OF FOND DU LAC

City Manager

ATTEST:

City Clerk

Erick Gerritson

Larry Wunsch

John Duffy

APPENDIX A
BI-WEEKLY SALARY SCHEDULE

	January 1, 2014 through December 31, 2014			
	Starting Salary (bi-weekly)	**Starting Salary (annually)**	**Maximum (bi-weekly)**	**Maximum (annually)**
Captain	2,776.71	72,194.33	2,851.40	74,136.39

	January 1, 2015 through December 31, 2015			
	Starting Salary (bi-weekly)	**Starting Salary (annually)**	**Maximum (bi-weekly)**	**Maximum (annually)**
Captain	2,832.24	73,638.22	2,908.43	75,619.12

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

APPENDIX B
APPROVED EDUCATION PROGRAM FOR FIRE FIGHTERS

Fire Protection Technician Class List

Occupational Courses (36 Credits)

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