Working Conditions Agreement

January 1, 2019
Thru
December 31, 2021

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 2019, 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, 2019, and shall remain in full force and effect until and including December 31, 2021. 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 1st day of July, 2021, 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, 2019, unless otherwise specified herein.

The Direct Deposit Payroll Program 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 at least 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. Lieutenants
2. Fire Fighters
3. Paramedics
4. Fire Engineers
5. 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. If a substitute calls in sick, he or she shall have sick leave deducted at 1.5 times the hours incurred to fill the shift unless the substitute provides a valid medical excuse. If a valid medical excuse is provided, the substitute shall have the sick leave deducted at straight time. The medical excuse must be provided to the City as soon as practical but no later than the next regularly schedule shift the substitute works.

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:

a) 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.

b) Involuntary transfer shall not occur for arbitrary and capricious reasons. Any involuntary transfer of personnel may be challenged by resort to the grievance procedure.

(8) When an opening occurs in a position of 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 average hourly rate for all hours worked in excess of a normal work week, subject to the limitations listed elsewhere in this Article.

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) Compensation for overtime shall be paid in cash or compensatory time, as an employee may choose. Up to one hundred twenty (120) hours of compensation time may be paid in each year of this agreement; however, no compensation time in excess of four hundred (400) hours may be carried on the books beyond December 1 of each year. Hours in excess of four hundred (400) as of that date will be paid to each employee in cash. Payment of these hours shall not count against an employee's contractual one hundred twenty (120) limit stated above. (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.
- The Fire Chief may assign the employee to any apparatus on which the employee is qualified to serve.

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:

For 2019

Acting Fire Engineer $1.02/hour
Acting Lieutenant $1.34/hour
Acting Captain $3.31/hour

For 2020

Acting Fire Engineer $1.05/hour
Acting Lieutenant $1.37/hour
Acting Captain $3.39/hour

For 2021

Acting Fire Engineer $1.08/hour
Acting Lieutenant $1.41/hour
Acting Captain $3.48/hour

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

1. 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.
2. When a fire lieutenant accepts an overtime assignment as Engineer, the lieutenant shall assume a firefighter position and to allow a qualified firefighter to act in the capacity of engineer and the firefighter will be paid acting pay for the hours worked in accordance with this Article.
3. Fire Lieutenants who accept an overtime position as an engineer will not be eligible for engineer acting pay even if forced to assume the position due to a lack of qualified engineers available to work in an acting engineer capacity.

Article 8

Clothing Maintenance

The City of Fond du Lac Fire Department will provide in-house laundering for station wear.

The City agrees to provide the turnout gear and the uniform apparel 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.

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. 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	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		

*Probationary employees will be provided one set of turnout gear until employee completes his/her probationary period.

Article 9

Group Health Insurance

The City shall provide a group comprehensive major medical plan. In the event that FABOH or the community health plan providers change or disband, the City agrees to maintain a local healthcare network.

Effective January 1, 2019, the employees shall contribute 20% of the health insurance premium. Upon verification by the City that employees have participated in a Health Risk Assessment (HRA), employees shall contribute the following percentages of the health insurance premium in the corresponding year: 10% for 2019, 12% for 2020, and 14% for 2021.

For employees who elect single coverage and participate in the HRA, the premium contribution described above shall not exceed $70 per month for 2019, $90 per month for 2020, and $115 per month for 2021. For employees who elect single coverage and do not participate in the HRA, the premium contribution described above shall not exceed $140 per month for 2019, $150 per month for 2020, and $165 per month for 2021.

For employees who elect family coverage and participate in the HRA, the premium contribution described above shall not exceed $190 per month for 2019, $235 per month for 2020, and $300 per month for 2021. For employees who elect family coverage and do not participate in the HRA, the premium contribution described above shall not exceed $364 per month for 2019, $394 per month for 2020, and $425 per month for 2021.

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 and overall biometric score. The employee will not be penalized for the lack of compliance with the HRA.

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 qualify 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.

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 agree that ICMA or Nationwide Retirement Solutions may 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 separation from employment while eligible for retirement under the Wisconsin Retirement System, 100% of the Eligible Employee's accumulated Good Attendance Bonus Credits, Sick Leave Payout, vacation accruals, and year of health insurance premiums that would otherwise have been paid or provided to the Eligible Employee had the Employer not participated in the Plan, shall be contributed to the Participant's 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

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 contribution equal to $30.00 for each day of unused sick leave in their sick leave bank at the time of their retirement into the approved Post Employment Health Plan. Employees may not receive payment for more than sixty (60) days of accumulated sick leave, or a total contribution 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 13

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 $108.33 from January 1, 2019 thru December 31, 2019; $111.04 from January 1, 2020 thru December 31, 2020; and $114.09 from January 1, 2021 thru December 31, 2021.

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

Article 14

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 three (3) consecutive shift days scheduled with the approval of the Chief. 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 two (2) shift days 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

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 15

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 spouse or child. When utilizing emergency leave, FLSA will be deducted accordingly.

Article 16

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 ½) 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 hours
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 holidays 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 1 of that year. Holidays may be taken after December 1, 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 17
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 fifteen (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 must be made by 1700 on the day preceding the requested day by notifying the on-duty Captain. Personnel will be allowed to split and/or float the vacation days of their last 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 1 of that year. Vacations may be taken after December 1, but must be scheduled before December 1. Existing City policies and practices regarding carryover 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:

First Pick	Second Pick
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:

First Pick	Second Pick
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 18
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 seven (7) 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 19
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 20

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 21

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 22

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 six (6) credits after the completion of one year of service and six (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 Bachelor's Degree and ($57.69 biweekly) for a Master's 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 23

Military Leave

Employees may take military leave without loss of pay or benefits for mandatory training and mandatory deployment to active duty for up to one (1) year. Employees who wish to take military leave without loss of pay shall submit pay records from the Military substantiating his/her military pay during the period of leave. The City will then pay the difference between the rate of pay from military service and the employee's normal rate of pay from the City.

A Fire Fighter may also request paid leave to attend voluntary Military training or voluntary active service on days he/she was otherwise scheduled to work. In order to be eligible for paid military leave for voluntary training or voluntary active service the Fire Fighter must meet the following criteria:

1. There must be an open vacation slot for the day the Fire Fighter is seeking to take military leave.
2. The Fire Fighter must secure a standby replacement to cover his/her shift on a non-overtime basis should the Department require additional personnel due to a shortage of manpower.
3. The Fire Fighter must submit proof of his/her military pay for the period of military leave.

The Fire Fighter shall be paid the difference between his/her regular rate of pay and any military pay the Fire Fighter receives for days that he/she was scheduled to work. When utilizing military leave, FLSA will be deducted accordingly.

The requirements of this article shall apply to requests for paid military leave. Nothing contained herein shall be construed as limiting an employee's right to take unpaid leave for military service in accordance with the Uniformed Services Employment and Reemployment Act (USSERA).

Article 24

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 25

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/or 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/or 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 26

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 27
Retirement Benefits

Section 1 - Wisconsin Retirement Fund. The City shall pay up to seven and one-half (7.5%) of all eligible earnings as each participating Fire Fighter's normal employee contribution to the Wisconsin Retirement Fund as established by Wisconsin State Statutes § 40.05(1)(a). Beginning for all compensation received on or after January 1, 2018, employees hired prior to January 1, 2012 shall contribute three percent (3%) of all eligible earnings as the employee contribution to the Wisconsin Retirement Fund. The City shall contribute the remainder of the employee contribution as established by the State.

Section 2 – 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 1 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 3 – Retirement Notification. Firefighters wishing to retire should notify the Human Resources Department, in writing, 90 days in advance of their retirement date.

Article 28
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 29
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 30
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 31
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 32

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 33

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 34

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 35

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 36

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 37

Residency

After May 28, 1999, all employees hired will reside within 15 miles of the jurisdictional boundaries of the City of Fond du Lac 18 months after date of hire.

Article 38

Medical Transfers

When Paramedics assigned to the ambulance are required to take a transfer, the transfers will be rotated to all stations. 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 the appropriate entity 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.

Article 39

Technical Rescue Team

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

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

The Technical Rescue 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 appointed by the Team Coordinator with input from each team.

The Technical Rescue 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 five (5) years of service to the Team unless extenuating circumstances prevent it.
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 four (4) 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 Rescue 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 Rescue 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 Rescue 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 40

Fond du Lac Fire/Rescue Fire Investigation Team

There will be one (1) member from each shift.

The members will submit a letter of intent and resume. Selections will be made by the Division Chief with consent of the Fire Chief.

The member **must** be committed to five (5) years of service to the Team unless justifiable circumstances prevent it. If a member terminates his involvement with the Team within five (5) 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 member will assist with the fire investigation while on duty.

If no member is on duty and the need arises a fire investigator will be called back on overtime according to the terms of the contract.

The team member will be compensated at five hundred dollars per year which will be paid bi-weekly.

To apply for the position:

The member **must** have completed their department probationary period.

The member **must** complete the following CFI Training to be eligible to apply:

1. Ethics and the Fire Investigator
2. Introduction to Fire Dynamics and Modeling
3. The Scientific Method for Fire and Explosion Investigation
4. Writing the Initial Origin & Cause Report
5. The Practical Application of the Relationship Between NFPA 1033 and NFPA 921
6. NFPA 1033 and Your Career
7. Introduction to Evidence

The members will be encouraged to attend the Spring or Fall Conference each year under agreeable education reimbursement rules.

Members will be encouraged to attend the NFA Fire Investigation Class under current NFA rules with overtime coverage if class is attended during January, February, or March.

Members will be **required** to complete the CFI training as assigned.

Article 41

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 include 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. Local 400 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, Local 400, and the employee.

b. Local 400 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 who elect to work a Monday-Friday 0800-1700 hours schedule shall have their total hours of available vacation converted at a factor of .5556 for the duration of their modified duty. Upon return to full duty, the vacation hours will be converted back using the same conversion factor.

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.

****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 18th day of February, 2019 by:

CITY OF FOND DU LAC

Human Resources Director

City Manager

ATTEST:

City Clerk

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 400

By

Union President

APPENDIX A – Salary Schedules

Salary Schedule Effective January 1, 2019 thru December 31, 2019

Firefighter	Probation	Step 2	Step 3	Step 4	Step 5	Year 5	Year 10	Year 15
Bi Weekly	$1,821.154	$2,010.602			$2,590.30	$2,609.50	$2,623.22	$2,636.93
Annually	$47,349.99	$52,275.64			$67,347.86	$67,846.98	$68,203.70	$68,560.13
Hourly	$16.2603	$17.9518			$23.1277	$23.2991	$23.4216	$23.5446
Paramedic	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly	$1,956.89	$2,160.47	$2,364.04	$2,567.61	$2,769.97	$2,820.16	$2,802.88	$2,816.60
Annually	$50,879.05	$56,172.19	$61,465.04	$66,757.89	$72,019.29	$72,518.12	$72,874.84	$73,231.56
Hourly	$17.4722	$19.2899	$21.1075	$22.9251	$24.7319	$24.9032	$25.0257	$25.1482
Engineer	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly	$2,576.48	$2,599.98	$2,615.27	$2,630.56	$2,788.24	$2,807.44	$2,821.15	$2,834.87
Annually	$66,988.52	$67,599.46	$67,996.95	$68,394.44	$72,494.24	$72,993.36	$73,349.79	$73,706.51
Hourly	$23.0043	$23.2141	$23.3506	$23.4871	$24.8950	$25.0664	$25.1888	$25.3113
Lieutenant	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly					$2,819.95	$2,839.36	$2,853.07	$2,866.79
Annually					$73,318.63	$73,823.28	$74,179.71	$74,536.43
Hourly					$25.1781	$25.3514	$25.4738	$25.5963

Salary Schedule Effective January 1, 2020 thru December 31, 2020

Firefighter	Probation	Step 2	Step 3	Step 4	Step 5	Year 5	Year 10	Year 15
Bi Weekly	$1,866.682	$2,060.867			$2,655.060	$2,674.737	$2,688.800	$2,702.851
Annually	$47,349.99	$52,275.64			$69,013.56	$69,543.15	$69,908.79	$70,274.13
Hourly	$16.2603	$17.9518			$23.7059	$23.8816	$24.0071	$24.1326
Paramedic	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly	$2,005.81	$2,214.48	$2,423.14	$2,631.80	$2,839.22	$2,858.89	$2,872.95	$2,887.01
Annually	$52,151.02	$57,576.49	$63,001.67	$68,426.84	$73,819.78	$74,331.07	$74,696.71	$75,062.35
Hourly	$17.9090	$19.7722	$21.6352	$23.4982	$25.3502	$25.5258	$25.6513	$25.7769
Engineer	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly	$2,640.89	$2,664.98	$2,680.65	$2,696.32	$2,857.95	$2,877.62	$2,891.67	$2,905.74
Annually	$68,663.23	$69,289.45	$69,696.87	$70,104.30	$74,306.60	$74,818.19	$75,183.53	$75,549.17
Hourly	$23.5794	$23.7945	$23.9344	$24.0743	$25.5174	$25.6931	$25.8185	$25.9441
Lieutenant	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly					$2,890.45	$2,910.34	$2,924.39	$2,938.46
Annually					$75,151.59	$75,668.86	$76,034.20	$76,399.84
Hourly					$25.8076	$25.9852	$26.1107	$26.2362

Salary Schedule Effective January 1, 2021 thru December 31, 2021

Firefighter	Probation	Step 2	Step 3	Step 4	Step 5	Year 5	Year 10	Year 15
Bi Weekly	$1,918.016	$2,117.540			$2,728.074	$2,748.292	$2,762.742	$2,777.180
Annually	$49,868.42	$55,056.05			$70,929.93	$71,455.59	$71,831.28	$72,206.67
Hourly	$17.1251	$18.9066			$24.3578	$24.5383	$24.6673	$24.7963
Paramedic	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly	$2,060.97	$2,275.38	$2,489.78	$2,704.18	$2,917.30	$2,937.51	$2,951.96	$2,966.41
Annually	$53,585.18	$59,159.85	$64,734.21	$70,308.58	$75,849.82	$76,375.18	$76,750.87	$77,126.56
Hourly	$18.4015	$20.3159	$22.2302	$24.1444	$26.0473	$26.2277	$26.3568	$26.4858
Engineer	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly	$2,713.52	$2,738.27	$2,754.37	$2,770.47	$2,936.54	$2,956.76	$2,971.20	$2,982.65
Annually	$70,551.47	$71,194.91	$71,613.53	$72,032.16	$76,350.03	$76,875.69	$77,251.08	$77,626.77
Hourly	$24.2278	$24.4488	$24.5926	$24.7363	$26.2191	$26.39962	$26.5285	$26.6575
Lieutenant	**Probation**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Year 5**	**Year 10**	**Year 15**
Bi Weekly					$2,969.93	$2,990.38	$3,004.81	$3,019.26
Annually					$77,218.26	$77,749.75	$78,125.14	$78,500.83
Hourly					$26.5173	$26.6998	$26.8287	$26.9577

The pay schedules shall be administered as follows:

1) Upon satisfactory completion of one year of service, a Fire Fighter shall move to Step 2 of the pay schedule. After Step 2 all additional steps on the pay scale shall be granted on January 1. Employees will be moved to the Year 5, Year 10, and Year 15 pay steps on January 1 of the year in which the employee will reach the applicable anniversary date.

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 be placed on the same step in the range for the higher rank as they occupied in their prior rank.

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 Rescue 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 wellbeing 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 medical 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 work out that day. Employees will not be required to work out 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 overnight, 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 (i.e.; duty roster, vacation schedule, other training) will be reviewed determining whether staffing is adequate, or whether the employee will need to cover the time (i.e.; 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 Materials 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

Conditions of Employment for 40-Hour Fire Prevention Officer

Promotions: 24 month promotional list will be established. Appointed employees must remain FPO for a minimum of two years unless promoted to another position. FPO may return to prior position / rank after 2 year requirement when an opening exists. FPO has priority over current / future promotional lists.

Training: FPO shall keep current of firefighting/ EMT training/ duties as determined by the Chief. All training will be on duty or under existing training agreement.

Overtime: FPO may be used during normal hours (depending on their daily schedules) for fires / emergencies and out of City ambulance transfers. FPO's are not eligible for 24 hour call backs and may not occupy a partial 24 hour call in need. FPO returning to line work will retain position on 24 hour list in same ratio as when departed.

Ex.	Departed @360	@#20, shift total (minus departing FPO)
	Returning @560	@#31, new shift (minus returning FPO)
		(20 x 560) / 360 = 31.111 rounded to the nearest whole

FPO may be called in on over-time for fire inspection duties, also major fires / disasters as all fire department employees' can be.

APPENDIX H
FOND DU LAC FIRE DEPARTMENT
PROMOTIONAL PROCESS

LIEUTENANT

The following procedure will govern all promotions within the Fond du Lac Fire Department to include Fire Lieutenant, Engineer, 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 requires:
   a. The completion of a minimum of four (4) years of service with the Fond du Lac Fire Department by the posting deadline.
   b. An Associate Degree in a fire or EMS related field. Current L400 hired prior to 2006 are grandfathered.
   c. Must possess a valid Wisconsin Motor Vehicle Driver License.
   d. Must complete Wisconsin Fire Officer I within 1 year of being promoted.
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 Individuals interested in the position of Lieutenant are to submit a letter of intent, a resume, and a copy of all minimum requirements certifications to Human Resources. 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 90% fire ground operations, and 10% EMS. The promotional process is comprised of four elements weighted as follows:
   A. The Written Examination will consist of 30% 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 70% of the total score before seniority.
      1. The Professional Skills Assessment shall consist of the following elements.
         a. The assessment will be made up of four skill or exercise with a value of seventeen and one-half (17½) points each with a maximum of seventy (70) points being awarded.
         b. Interview
         c. A ten to fifteen minute fire company training presentation with subject matter given to candidate in writing ten (10) days prior to the Professional Skills Assessment Practical.
         d. Fire Incident Command Exercise.
         e. EMS Incident Command Exercise
      2. The Professional Assessment Panel shall consist of members from outside career (full-time) fire departments. These members 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.

4. Local 400 may appoint one Executive board member to sit 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 or designee, Human Resources, 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. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Fire Chief shall appoint to that position the person with the highest ranking on the promotional list for that rank, except that the Fire Chief shall have the right to pass over that person and appoint the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once.
   F. Any candidate may refuse a promotion once without losing his or her position on the promotional list.
   G. 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.
   H. The eligibility list will be in effect for 24 months. This list will commence January 1 after the promotion list is adopted by the PFC and ending on December 31 the subsequent year.

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 service 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.

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** requires:
   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 I prior to the application deadline.
   C. Wisconsin certified Driver Operator-Pumper prior to application deadline.
   D. Wisconsin certified Driver-Aerial prior to application deadline.
   E. Must possess a valid Wisconsin Motor Vehicle Driver's 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. Individuals interested in the position of Engineer are to submit a letter of intent, a resume, and a copy of all minimum requirements certifications to Human Resources. 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 25% of the total score before seniority.
      1. Written Examination
         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 75% 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 twenty-five (25) points each with a maximum total of seventy-five (75) points being awarded.
         b. The scenarios or exercises shall consist of the following:
            1. A Driver's Obstacle Course
            2. An Apparatus Operations Exercise
            3. Street Test.
      2. Evaluation of the Apparatus Operations Exercise will be performed by a an outside agency to include either a Wisconsin Technical College Fire Service employee or a full time paid fire department member at the rank of Lieutenant or above. This is for the apparatus operations exercise only.

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 or designee, Human Resources, 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. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Fire Chief shall appoint to that position the person with the highest ranking on the promotional list for that rank, except that the Fire Chief shall have the right to pass over that person and appoint the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once.
F. Any candidate may refuse a promotion once without losing his or her position on the promotional list.
G. 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.
H. The eligibility list will be in effect for 24 months. This list will commence January 1 after the promotion list is adopted by the PFC and ending on December 31 the subsequent year.

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 requires:
   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 Driver's 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. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Fire Chief shall appoint to that position the person with the highest ranking on the promotional list for that rank, except that the Fire Chief shall have the right to pass over that person and appoint the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once.

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.