

AGREEMENT

BETWEEN

CITY OF DE PERE

AND

DE PERE PROFESSIONAL FIREFIGHTERS' ASSOCIATION  
IAFF Local #141

2018-2020

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DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION  
LABOR CONTRACT

AGREEMENT

This Agreement, made and entered into at De Pere, Wisconsin, according to the provisions of Section 111.70 of the Wisconsin Statutes by and between the City of De Pere as municipal employer, hereafter called the "City", and De Pere Professional Firefighters Association, IAFF Local #141, hereafter called the "Association."

Both parties of the Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering wages, hours, and conditions of employment, as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by this Agreement for the operation of the Fire Department of the City of De Pere that will promote efficiency and the best possible fire protection and rescue services for life and property to all the citizens of the City.

ARTICLE 1  
Recognition

The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department. The City and the Association will inform each other by official letter signed by the Mayor of the City and the President of the Association as to who has the power to negotiate.

ARTICLE 2  
Fair Share

The employer agrees that it will deduct from the earnings of each employee of the City belonging to a bargaining unit for which the Association is the exclusive bargaining agent, an amount representing the employee's proportionate share of the cost of the collective bargaining process and contract administration, and shall pay such amount to the Association. Such amount shall be measured by the amount of dues uniformly required of members of the Association and shall be paid at the time such dues are regularly paid by the members of the Association, all as shall be certified to the employer by the Association.



ARTICLE 3  
Management Rights

The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of this Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- d. To discipline or discharge employees for just cause;
- e. To plan, direct, and control operations;
- f. To determine the amount and quality of work needed;
- g. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- h. To introduce new or improved methods or facilities;
- i. To schedule the hours of work;
- j. To assign duties;
- k. To issue and amend reasonable work rules;
- l. To require the working of overtime hours when necessary in the performance of City business.

ARTICLE 4  
Association Activity

The Association shall furnish the names of the Negotiating Committee, Grievance Committee, and officers of the Association to the City.

Representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operations of the Department as determined by the Department Head.

The City shall provide space on a bulletin board and permit use of same for official Association announcements. The Chief shall have the authority to remove any non-union or non-work related material.

The Bargaining Committee shall be limited to no more than six (6) members. Up to two (2) members of the Association's Bargaining Committee shall be paid their regular wages while attending negotiation meetings with representatives of the City during their regular working hours. No payment of wages by the City shall be made for negotiating time outside that member's regular workday. Such members may be called from negotiation meetings in case of emergencies. This provision is limited to negotiations held with respect to wages, hours, and conditions of employment.

#### ARTICLE 5 Probationary Period

The first twelve (12) months service of a newly appointed employee is a probationary period, during which time he/she will be required to demonstrate his/her qualifications for the position prior to receiving a permanent appointment and during which period there shall be no responsibility on the part of the City for a permanent appointment. Termination of employment during this probationary period shall not be subject to challenge by the employee. When the probationary period is completed and a permanent appointment received, the appropriate provisions of this Agreement shall date back twelve (12) months from the completion of said probationary period.

#### ARTICLE 6 Residency

It is recognized by the parties that employees should be given the broadest possible discretion in determining their personal affairs consistent with the duties imposed by employment with the City of De Pere. It is further recognized that public sector employment has a certain uniqueness, which may require employees to be available for duty during hours other than their regularly assigned shift and upon short notice. In order that these concepts may be reconciled in the best interests of both employer and employees, the employees shall, within twelve (12) months of the date of employment, establish and maintain a bona fide residency within a 30-mile radius from the center of the Claude Allouez Bridge as shown on the attached map hereto as Exhibit C.

Bona fide residency shall, for purposes of this provision, be defined as the actual living quarters of the employee and his/her family, if any, and this requirement shall not be met by maintenance of an address, room or rooms by an employee solely for purposes of giving the appearance of compliance herewith when the actual facts demonstrate employee's intent to reside outside the geographic area permitted hereby. Employees shall maintain an up-to-date residence address with the Human Resources Department.

ARTICLE 7  
Employment and Promotion

All applicants seeking employment with the Department will be given an ability test to determine their qualifications in addition to other testing procedures established by the Police and Fire Commission. The procedure to be followed in the promotion of personnel in the Department will be as established by the Police and Fire Commission and in effect on the date of this agreement. All employees shall have hearing tested at commencement and termination of employment. All new hires after January 1, 2016 shall be required to maintain their paramedic license as a condition of employment provided holding a valid paramedic license is required to apply for the position.

ARTICLE 8  
Hours of Work

Line Personnel

The workday for line personnel shall be from 7:00 a.m. of one day to 7:00 a.m. of the succeeding day.

The normal workweek shall average fifty-six (56) hours per calendar week with a three (3) platoon system under the procedure of the California plan.

The work period shall consist of twenty-seven (27) workdays coinciding with three (3) recurring nine (9) day cycles under the schedules worked in accordance with the schedules worked by line personnel as set forth above.

Day Personnel

The workday for day personnel shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

The normal workweek of forty (40) hours shall consist of five (5) eight (8) hour days.

The work period shall consist of twenty-eight (28) workdays coinciding with four (4) recurring seven (7) day cycles under the schedules worked by day personnel as set forth above.

An employee shall be entitled to change hours of work when he/she is able to secure another employee to work in his/her place, provided:

1. Such substitution is made as follows:
  - a. Officers may trade with other officers and the top three (3) of the promotional eligibility list. In the event that an eligibility list is not valid, then the officers



may trade with the three (3) most senior non-officers of the Department. These trades will not be subject to Shift Supervisor Pay under Article 12. The parties agree that exempting this paragraph from Shift Supervisor Pay will not create a precedent in future bargaining.

- b. All other trades will be between non-officers.
- 2. Such substitution is made only between employees with identical medical certification when the number of paramedics on duty are two less than the number of paramedics assigned to that shift.
- 3. Such substitution does not impose any additional cost on the City. The person who accepts the trade by agreeing to work shall be held responsible for any costs incurred.
- 4. The officer in charge of the shift is notified and approves of the substitution. When submitted for approval, the trade shall be reciprocal, meaning both sides of the trade are included and identified and both sides of the trade will occur within a rolling calendar year.
- 5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.
- 6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.

#### Alternative Temporary Light Duty Return To Work Schedule

City and Association have agreed upon a one-year trial period for light duty work schedule revisions to the agreement. A Memorandum of Agreement regarding the same is attached and incorporated by reference as Exhibit D.

Line personnel who have received medical authorization for light duty work may elect to work a 40 hour Monday through Friday, 8:00 a.m. to 4:30 p.m. schedule and receive weekly wages for 48 hours for available Department specific light duty work under the City's Temporary Light Duty Return To Work Policy. This alternative work schedule shall be in lieu of their regular duty schedule provided all of the following are met:

- 1. The work restrictions requiring light duty are of at least one week (7 days) in duration.

2. Any employee on light duty shall inform the Chief or the Assistant Chief if they are interested in an alternative temporary light duty work schedule. The Chief or Assistant Chief shall then determine if there is available light duty work and inform the interested employee(s) of the same. The employee must notify the Chief or Assistant Chief of the employee's election to work the alternative schedule prior to the start of the City workweek involving such alternative schedule.
3. Except as provided below, the employee shall work all 40 hours in a workweek without using other accrued benefit time. An employee may however be absent from work during an alternative work schedule week to attend medical appointments related to the illness or injury for which light duty was prescribed if the employee is unable to schedule such appointment outside of the scheduled work hours. In no event shall an employee's medical appointments result in the employee working less than 32 hours in a workweek. Employees on temporary light duty for non-work related reasons shall use available sick leave for such absences.
4. The alternative workweek may be varied by the Chief or Assistant Chief from Monday-Friday for special events or workload requirements, provided the 5-day workweek falls completely within one City workweek.

#### ARTICLE 9 Overtime

Overtime is work in addition to the established schedule of hours of work per day or work per week.

Effective January 1, 2002, non-emergency overtime (defined as overtime known at least 24 hours in advance and overtime where replacement personnel are called in via telephone) shall be assigned by the Chief or the Chief's designee based upon the specific technical needs of the department. "Specific Technical Needs" is defined herein to mean situations where a particular skill or particular task is in need of being performed by one who has the knowledge to do so without additional training or supervision. Non-emergency overtime assignments shall be on a rotational basis within the job classification to be filled. The scheduled overtime by classification procedure shall as set out in **Attachment A** ("Scheduled Overtime Procedure"). Emergency overtime is overtime paged out on the pager system.

Employees shall be given compensatory time off at the rate of time and one-half for overtime hours worked and for actual hours spent in attendance at schools or training programs when employees are required to attend the same by the Fire Chief. Postings for required schools shall be designated by a written notice stating "Required Schools-Mandatory Attendance" and



shall include a list of employees whose attendance is required. Employees shall be given compensatory time off at the rate of straight time for overtime hours earned due to attendance at schools or training programs approved, but not required, by the Fire Chief. Employees shall be entitled to a minimum of three (3) hours call-in time if called to work for an emergency or other reasons outside of normal working hours. All employees responding to an emergency page for stand-by shall remain on standby a minimum of one hour from the initial dispatch time of the call.

Employees may accumulate and maintain on a continuous basis up to 240 earned overtime hours. Employees shall be paid for any earned overtime accumulated in excess of the 240 hour maximum.

1. Payment for accumulated overtime under 240 hours. Any employee may request the payment of not less than twenty-five (25) nor more than fifty (50) earned hours of accumulated overtime per month by filing a written voucher requesting such payment with the Chief or his/her designee at least ten (10) days prior to the end of the last pay period of the month for which the request is made.
2. The provisions of this article dealing with the accumulation of overtime hours shall become effective on December 31, 1991 and any accumulated overtime hours in excess of 240 will be paid at the next regular payroll date. Until the effective date of this provision, the accumulation of overtime shall be as per past practice and procedure, subject to the limitations of the Fair Labor Standards Act.

#### ARTICLE 10 Reduction In Work Force

The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump any employee with less time in their classification or less seniority in their pay range or classifications in pay ranges below in the Department provided they are qualified and physically capable of performing the duties of the lower pay classification. An employee, when exercising such bumping privileges, shall be reassigned and paid at the pay range for the classification to which said employee is reassigned. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated or hours had been reduced. Employees who are without jobs as a result of reduction in work force shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on a reemployment list.

The employer shall maintain a reemployment list of all employees who lose their jobs

due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force with the most senior being No. "1" on the list. Employees on the reemployment list shall maintain reemployment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of reemployment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notice within three (3) calendar days shall be removed from the reemployment list.

If the employer finds that work normally assigned to a particular job classification is available for laid off employees on a temporary or emergency basis, the employer shall personally contact employees who are laid off pursuant to this provision and offer such temporary or emergency employment. Contact shall be on the basis of seniority providing the employees are qualified and physically capable of performing such work. Any eligible employee who is not immediately available for such assignment shall not be eligible for placement and the next senior employee thereafter shall be offered the temporary or emergency position until the immediate needs of the employer are met.

#### ARTICLE 11 Pay Period

Employees shall be paid biweekly.

#### ARTICLE 12 Salaries

The pay of employees of the Fire Department occupying classified positions shall be on the basis of the schedule herein presented. The salaries listed below are on an annual basis to be paid biweekly. The rates of pay prescribed herein constitute the base rate for full-time employment.

In exchange for an increase in the permitted rate for converting accumulated unused sick leave to pay for group health and medical insurance at the time of retirement, the Association has agreed to a one percent reduction in the increase in base wages for calendar year 1989. The Association admits and concedes that the base wage of an employee subject to this agreement has been so reduced for purposes of future negotiations when making comparisons with other comparable firefighting units.

Starting Rate of Initial Employment. City may hire new employees above the "Start" step of the pay scale provided said employee has an equivalent amount of experience from

another Full-Time, Career Municipal Fire and/or EMS Department. Said employee will then advance according to the Salary Schedule. Seniority in the Department will begin with their date of hire with the De Pere Fire Rescue Department.

For employees hired after February 1, 2001, after a period of twelve (12) months, an employee shall advance to the second step of the salary schedule and upon completion of each successive year shall advance one additional step in the salary schedule.

For employees hired after February 1, 2001, attainment of the maximum rate within the salary range shall occur within a maximum period of five (5) years from the initial employment.

In addition, the following additional pay shall be paid biweekly:

Paramedic Pay	4.75% of Top Firefighter annual base pay
EMT Pay (Emergency Medical Technician)	2.0% of Top Firefighter annual base pay

#### Shift Supervisor Pay

When a shift employee is assigned the duties of Shift Supervisor due to an absence of a senior officer greater than one hour, said employee shall be compensated at the regular hourly rate of pay of the vacant Shift Supervisor position for all time spent acting as such Shift Supervisor.

#### Initial Paramedic Training

Firefighters who successfully complete initial paramedic training while employed by City shall be reimbursed by City for actual tuition and book expenses incurred, up to \$1,500, upon successful completion of training. Said reimbursement shall be conditioned upon the employee giving written authorization to City to deduct the entire reimbursement amount from that employee's paycheck(s) should said employee leave the employ of the City of De Pere Fire Department within three (3) years of the date of completion of such initial paramedic training.



Salaries

**January 1, 2018**

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	53,705				
1-Year	57,039				
2-Year	60,380				
3-Year	63,719				
4-Year	67,057				
Maximum	70,396	72,343	75,926	77,559	79,925

**January 1, 2019**

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	54,913				
1-Year	58,322				
2-Year	61,739				
3-Year	65,153				
4-Year	68,566				
Maximum	71,980	73,971	77,634	79,304	81,723

**January 1, 2020**

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	56,149				
1-Year	59,634				
2-Year	63,128				
3-Year	66,619				
4-Year	70,109				
Maximum	73,600	75,635	79,381	81,088	83,562

ARTICLE 13  
Flexible Benefit Plan

The Employer shall establish and maintain a flexible benefit (cafeteria) plan as provided by Title 26, U.S.C., Section 125, under which plan the Association members may choose to exclude from gross income for federal income tax purposes the monies utilized for the payment of health and/or dental and/or life insurance premiums, dependent care and medical expense reimbursement as provided by Title 26, U.S.C., Section 125.

ARTICLE 14  
Longevity Pay

Employees who are receiving wages for hours actually worked or in accordance with approved benefits shall receive additional compensation, as longevity pay, beginning with the first month after qualification of such additional compensation as follows:

- a. After completion of five (5) years of continuous service - \$20.00 per month.
- b. After completion of ten (10) years of continuous service - \$30.00 per month.
- c. After completion of fifteen (15) years of continuous service - \$35.00 per month.
- d. After completion of twenty (20) years of continuous service - \$40.00 per month.

A line personnel employee must be earning wages for hours actually worked or receiving wages for approved leave for no less than four (4) duty days or ninety-six (96) hours per calendar month to receive longevity pay. A day personnel employee must be earning wages for hours actually worked or receiving wages for approved leave for no less than eighty (80) hours per calendar month to receive longevity pay.

For purposes of determining years of continuous service and payment of longevity, an employee shall be considered to be receiving wages for approved leave if the employee is incapacitated due a work related illness or injury. A work related illness or injury shall be any injury for which the worker has received or is receiving payment under the City's workers compensation provision.

Longevity Pay will be discontinued for employees hired on and after January 1, 2018 and for employees who have not yet qualified for longevity pay as of July 1, 2018. As of July 1, 2018, those receiving longevity pay will be frozen at their current rate and will not continue to progress with years of service. In exchange for this discontinuance of longevity pay, a one-time payment of \$500 will be paid to all current union employees.



ARTICLE 15  
Clothing Allowance

All new hires shall receive an initial clothing issue consisting of such minimum requirements as follows:

Three (3) pants  
Three (3) t-shirts  
Three (3) duty shirts  
Three (3) sweatshirts  
Black belt  
Black shoes

Employees will thereafter receive an annual clothing allowance. Such annual allowances shall commence on January 1 following employment for all employees hired before June 1. An employee hired on or after June 1 shall receive their first clothing allowance the second January 1 following hire. Annual clothing allowances are as follows:

2018 - \$325.00  
2019 - \$325.00  
2020 - \$350.00

Effective January 1, 2016, new hires who successfully complete their probationary period shall receive one complete dress uniform from the City.

In the event an employee does not expend the entire amount of the annual clothing allowance in the calendar year, the unexpended amount, up to a maximum of One Hundred Dollars (\$100.00), shall be carried forward for the use of the employee in the subsequent year.

If a new hire resigns or is dismissed within twelve (12) months of employment, that person shall reimburse the City the entire cost of the initial clothing issued. All employees who thereafter resign or are dismissed shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

The City shall pay the reasonable costs for necessary replacement of eyeglasses damaged or lost while on duty and up to Fifty Dollars (\$50.00) per year for wristwatches damaged or lost while on duty.

The City shall reimburse employees for the acquisition, replacement or repair of prescription safety glasses in accordance with the following schedule:

1. The City shall reimburse employees for the original purchase price of prescription safety glasses up to One Hundred Twenty-Five Dollars (\$125.00) per year.
2. In the event an employee's prescription safety glasses are damaged or broken while performing City duties, the City shall reimburse the employee up to One Hundred Dollars (\$100.00) every two years.

#### ARTICLE 16

#### Hospitalization, Dental, and Long-Term Disability Insurance

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. Any funds in an employee's HRA account as of December 31, 2015 shall vest in that employee under the terms described in the expired 2011-2013 Agreement.

To the extent provided by the law, the City agrees it will provide health insurance benefits and HRA contributions to Union which match those provided to the general municipal employees of the City.

#### **Dental**

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan.

#### **Illness/Injury/Incapacitation**

The City will continue to contribute at the above rate for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury.

#### **Retiree Participation**

Upon retirement an employee may, at his/her option, continue to be covered and insured under the City's hospitalization and medical insurance plan subject to the approval and requirements of the insurance carrier or policy carried by the City. A retired employee exercising such option shall be solely responsible for, and shall bear all the expense and premium costs of, such continued insurance coverage. Upon death of an active or retired employee, the surviving spouse or dependent children shall be eligible for extended coverage under the group hospitalization and medical insurance plan provided by the employer pursuant to State and Federal regulations.

#### **Long-Term Disability**

The City will also provide, at no cost to the employee, a long-term disability or income protection insurance plan.

### **Identity Theft Insurance**

The City will provide identity theft insurance coverage for employees with no quid from the Union provided that union member coverage under this program shall be as provided to general employees of the City, meaning that changes, additions or deletions of the coverage are within the discretion of the City Council.

### ARTICLE 17

#### Wisconsin Retirement Fund and Life Insurance

The City will pay the employer's share to the Retirement Fund and the life insurance premiums according to the laws of the State and the United States and, in addition, will pay up to a maximum of:

January 1, 2014	\$95 biweekly
July 1, 2014	\$70 biweekly
October 1, 2014	\$45 biweekly
January 1, 2015	No further contribution

of the employee's contribution to the Wisconsin Retirement Fund for the contract period. The City will continue to contribute at the set rate of the life insurance program for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury. The City will maintain fifty percent (50%) post retirement insurance benefits in accordance with Section 40.13, Wisconsin Statutes. A summary of the Municipal Retirement Plan and the insurance programs of the City shall be made available to employees upon request.

### ARTICLE 18

#### Workers Compensation Benefits

If an employee is injured and said injury is covered by Workers Compensation Insurance, said employee shall not receive his/her regular salary, but shall instead receive a supplemental wage. The supplemental wage shall be calculated such that the net take home amount of the supplemental wage plus the nontaxable workers compensation payment is equal to the employee's net take home pay (i.e., gross base pay less state and federal taxes) based on the regular base salary for that particular employee. The supplemental wage so determined will continue for a period of ninety (90) days from date of injury or until the employee returns to work, whichever is less.



ARTICLE 19  
Liability and Accident Insurance

- A. The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property, which arises from the operation of a City vehicle.
- B. The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing his/her duties within the scope of employment.

ARTICLE 20  
Vacations

Line personnel earning wages for hours actually worked or receiving wages for approved leave for not less than four (4) duty days or ninety-six (96) hours during any calendar month shall be entitled to vacation with pay according to the schedule provided herein. Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall earn, and be entitled to, vacation with pay according to the schedule provided herein.

For purposes of the two preceding paragraphs, an employee shall be considered to be receiving wages for approved leave if the person is incapacitated due to a work related illness or injury. An injury shall be considered work related if the party has received or is receiving workers compensation benefits for such injury.

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired during mid-year shall accrue a proportional part of vacation benefits during the second year for each month of employment up to January 1 of the subsequent year. Effective for employees hired on or after January 1, 1996: Employees hired during mid-year shall accrue a proportional part of vacation benefits during the first year for each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the hire date of the new employee was on, or prior to, the 15th day of the month, a full month benefit will be granted, and if the hire date was after the 15th day of the month, the benefits will accrue beginning with the 1st day of the following month. In determining vacation benefits after two (2) full years of employment, January 1 of the hire year will be used for those employees with a hire date occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a hire date during the last six (6) months. Effective for employees hired on or after January 1, 1996: In determining vacation benefits for the year

following the date of hire, January 1 of the year of hire will be used for those employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months.

#### Vacation Schedule For Line Personnel

- a. Three (3) working days after one (1) year of employment.
- b. Six (6) working days after two (2) years of employment.
- c. Seven (7) working days after five (5) years of employment.
- d. Nine (9) working days after eight (8) years of employment.
- e. Ten (10) working days after ten (10) years of employment.
- f. Eleven (11) working days after thirteen (13) years of employment.
- g. Twelve (12) working days after sixteen (16) years of employment.
- h. Fifteen (15) working days after twenty (20) years of employment.
- i. Sixteen (16) working days after twenty-five (25) years of employment.

Employees attending initial paramedic training on their own time will be granted vacation and holiday time off, in blocks of less than 24 hours, to facilitate their attending initial paramedic training sessions.

Vouchers for initial paramedic training vacation or holiday hours must be filed not more than thirty (30) days before the requested date of use. Vouchers shall be filed with the officer in charge, subject to the review of the Chief and may be denied if inconsistent with the needs of the department.

#### Day Personnel

- a. One (1) workweek (5 days) after one (1) year of employment.
- b. Two (2) workweeks (10 days) after two (2) years of employment.
- c. Three (3) workweeks (15 days) after eight (8) years of employment.
- d. Four (4) workweeks (20 days) after sixteen (16) years of employment.
- e. Five (5) workweeks (25 days) after twenty-five (25) years of employment.

Personnel desiring vacation shall submit request for leave to the Fire Chief or designee. The Chief or designee shall schedule vacations, giving due consideration to seniority rights, the needs of the service, and the remaining staff to perform the necessary duties of the Department.

#### Vacation Scheduling

The vacation selection process shall be per the following:

- a. All members shall select vacation on a department seniority basis.
- b. Two (2) non-officer members may be off on vacation on the same date, but only



- one (1) officer may be off at a time.
- c. The most senior member on each shift shall start selecting vacation. Each member shall have three (3) working days per round to select his or her vacation. The remaining members of the shift shall then select in this manner by seniority.
  - d. Vacation signing will consist of three rounds. The first round of signing shall be for three (3) day blocks. A maximum of two (2), three (3) day blocks may be picked the first round. The second round of picks shall be for three (3) day blocks also. A maximum of two (2), three (3) day blocks may be picked in the second round. The third round may be used for single days or three (3) day blocks. A member may pass picking three (3) day blocks in the first round and/or second and may choose to pick single days in the third round.
  - e. Any vacation day selected after April 15 shall be treated the same as holiday or accrued time, except that vacation days may be selected more than thirty (30) days in advance.
  - f. Vouchers shall be filled out properly and signed by the member and the Chief or shift officer.
  - g. The vacation schedule shall be posted in each department quarters on or before the first day of January.
  - h. A member may cancel his/her vacation at any time up to when the vacation period/day starts.

The Association shall be responsible to monitor and coordinate the vacation scheduling process including posting of the schedule under paragraph "g" above. In no event will the City be subject to the grievance procedure under Article 31 for any failure to follow the vacation scheduling process.

Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is in the best interests of the City. Only upon approval of the Fire Chief and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

#### Schedule Changes

In the event an employee changes status from a day schedule to a line schedule or vice versa, the employee's vacation shall be converted pursuant to the following equation:

$$a \times \frac{b}{c} = \text{vacation hours due under new schedule}$$

WHERE:

- a = number of vacation hours due January 1 of year of transfer less hours used in year of transfer (including any carryover)
- b = total annual vacation hours due for employee of equal tenure on January 1 of the year of transfer under the schedule to be transferred to
- c = total annual vacation hours due the employee as of January 1 of the year of transfer (excluding any carryover)

## ARTICLE 21 Holidays & Holiday Pay

### Line Personnel

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. December 25
- g. Employee's birthday
- h. Anniversary date of employment
- i. Martin Luther King Holiday

Line personnel shall receive compensatory time off at the rate of twenty-four (24) hours or be compensated for holidays earned. Employee's holiday rate of pay shall be based upon that employee's hourly rate of pay multiplied by twenty-four (24) hours. Employees shall receive payment annually on the first payroll of the month of December for holidays earned for which compensatory time off was not requested or granted.

### Day Personnel

- a. New Year's Day
- b. The afternoon of the last regularly scheduled Friday prior to Easter Sunday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day

- g. The afternoon of the last regularly scheduled workday prior December 25 shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- h. December 25
- i. The afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- j. Two (2) floating holidays

For day personnel, floating holidays provided under (j), above, must be used during the calendar year earned. They may not be accumulated. Employees shall be entitled to take said holidays with the approval of the Chief or designee and in accordance with the personnel requirements of the Department. The number of floating holidays earned shall be prorated for new employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City.

For day personnel, when any legal holiday listed above, with the exception of (g) and (i), falls on Sunday, the following day will be considered a legal holiday; if the legal holiday falls on Saturday, the previous day will be considered a legal holiday except where service is necessary, the Fire Chief, upon approval of the City Administrator, may designate that certain personnel of their department consider Friday the legal holiday and others Monday the legal holiday, all dependent on the continuing efficiency and effectiveness of the department.

To be eligible for any of the above listed holidays, an employee on leave of absence due to on-the-job injury must have worked within three (3) months prior to or after the holiday, and employees on sick leave must have worked within six (6) weeks before or after the holiday.

## ARTICLE 22

### Sick Leave

Line personnel earning wages for hours actually worked or receiving wages for approved leave for no less than four (4) duty days or ninety-six (96) hours per calendar months will accumulate sick leave at the rate of twenty (20) hours per month up to a maximum of two hundred forty (240) hours, which is the equivalent of ten (10) days per year. Sick leave may be accumulated up to a maximum of ninety (90) working days for line personnel.

Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall accumulate sick leave at the rate of one (1) day per month up to a maximum of ten (10) days per year. Day personnel may accumulate up to a maximum of one hundred twenty (120) days sick leave.



For purposes of the accumulation of sick leave under the preceding two paragraphs, an employee who is incapacitated due to a work related illness or injury will be considered to be receiving wages for approved leave. A work related illness or injury shall be any injury for which the employee has received or is receiving payment under the City's workers compensation insurance.

In order to be granted sick leave with pay, the employee must adhere to the following:

- a. Report promptly to the Chief or the Chief's designee the reason for his/her absence if unable to report for duty.
- b. Permit the City to make such medical examinations or nursing visits as it deems desirable.
- c. Unless otherwise already covered by qualified FMLA leave, submit a medical certificate for any absence of more than twenty-four (24) successive duty hours if required by the City. City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.
- d. Payment of authorized sick leave will be made upon filing of a sick leave voucher approved by the Chief.

"Sick leave" means any physical or mental injury, illness or requirement that employees be personally attended by a physician, dentist or other medical practitioner or situations where their attendance is required as a result of a medical emergency or grave illness involving an employee's spouse, child, parent or legal guardian which prevents the performance of an employee's regular and usual duties. Sick leave benefits shall not be abused. Abuse of sick leave occurs when an employee knowingly misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave shall be grounds for disciplinary action, including removal.

Upon discontinuation of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined at Chapter 41, Wis. Stats., the City shall credit to the account of such employee an amount equal to the employee's then existing daily rate of pay times 66.67% of the accrued and unused sick leave (maximum accumulation of 90 days) credited to that employee as of the date the employee terminates his/her employment with the City not to exceed sixty (60) days. The amount so determined will be used by the employer to pay the monthly premiums for group hospitalization and medical insurance provided by the employer until such amount is exhausted or until the employee reaches Medicare eligibility, subject to the approval and requirements of the insurance carrier and/or the policy provided by the employer. For employees retiring on and after July 18, 2001, the monthly premium for group hospitalization and medical insurance may be paid as follows: eighty-five percent (85%) from such retiree account and fifteen percent (15%) by the individual retiree.

When the funds escrowed for any retired employee have been expended, the monthly premiums shall thereafter be paid by the employee.

In the event an employee eligible for retirement under the provisions of the Wisconsin Retirement Fund dies prior to retirement or upon the employee's death after retirement, the surviving spouse and/or dependent children shall be entitled to draw on such escrowed funds for payment of health insurance premiums subject to limitations contained in this article. Such surviving spouse will be eligible to apply any remaining escrowed funds for payment of health insurance premiums until remarriage or until the Medicare eligibility of the employee. Dependent children will be eligible to apply any remaining escrowed funds for payment of health insurance premiums so long as the dependents meet the dependency rules of the Internal Revenue Code or until the Medicare eligibility of the employee.

A surviving spouse or dependent children, upon death of an employee eligible for retirement as provided above, shall be eligible to extend coverage under the group health insurance plan provided by the employer pursuant to state and federal regulations. Upon termination of the extended coverage, the surviving spouse and/or dependent children may submit claim on a quarterly basis for reimbursement of other hospitalization and medical insurance coverage premiums until such escrowed funds have been depleted, and subject to other limitations contained in this article.

Any funds remaining in the escrowed account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children, shall remain the property of the City.

This health insurance premium payment program for protective employees is mandatory effective January 1, 1989 for all covered employees and supersedes all sick leave payment programs as may have been previously bargained and ratified by the parties of this labor agreement.

#### Schedule Changes

In the event an employee changes status from a "day" schedule to a "line" schedule or vice versa, the accrued unused sick leave shall be converted pursuant to the following equation:

$$\frac{a}{b} \times c = \text{converted accrued unused sick leave hours}$$

WHERE:

- a = accrued unused sick leave credited to employee at time of transfer (in hours)
- b = maximum accrued sick leave available for current schedule (in hours)
- c = maximum accrued sick leave for schedule to be transferred to (in hours)



Use of Escrowed Funds for Payment of Hospitalization  
and Medical Benefits Other than the Plan Provided by the City

A retired employee or the surviving spouse or surviving dependent children eligible for the accumulated sick leave conversion as provided above may utilize such escrowed funds for reimbursement for payment of hospitalization and medical insurance premiums other than those of the plan provided by the City. To receive such reimbursement, the employee, surviving spouse, or surviving dependent children must submit a claim on a continuous quarterly basis and must provide any evidence of enrollment in a hospital or medical plan as may be required by the City. Such evidence may include, at the discretion of the City, the enrollment card, billings, policy, and agent name.

Delay of Use of Benefit

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed on a one time basis for a period not to exceed sixty (60) calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the hospitalization and medical insurance policy provided by the Employer by making premium payments when due from other funds. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew the enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one (1) month of written request or failure to require the City to begin to draw on the sick leave conversion funds prior to the sixty (60) month anniversary of that employee's retirement shall result in forfeiture of any entitlement to the sick leave conversion benefit as provided hereunder.

Catastrophic Illness/Injury

When an employee has accrued the maximum accumulation of sick leave as set forth, thereafter fifty percent (50%) of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three (3) years of employment, an employee who has, at the time of discontinuation of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined by Chapter 41, Wis. Stats., may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of eighty (80) hours during the annual period

due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury for purposes of this section is defined as an illness, disease, or injury which:

1. Is life threatening or substantially debilitating in nature; and
2. Requires overnight hospitalization; and
3. Necessitates absence from work for a period of more than eighty (80) hours in any annual period (measured from employee's anniversary date of employment).

The employer reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from employee's date of employment based on the records on file in the personnel office.

#### ARTICLE 23 Military Leave

An employee who is inducted into the Armed Forces of the United States for training or service shall be granted a leave of absence without pay for the duration of such time required for such purpose and for a period of ninety (90) calendar days following the period of actual service. Upon termination of such service, the employee shall have the right to return to his/her position within said ninety (90) days provided the position still exists and employee is still otherwise qualified. Vacancies resulting from leave granted under this section shall be filled only on a temporary basis. One (1) voluntary enlistment shall be considered the same as induction for the purpose of this section, but reenlistment shall not.

Employees who are members of the regular reserve components of the Armed Forces or the National Guard may be granted two (2) weeks each year for active duty training. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the military pay will be allowed.

#### ARTICLE 24 Emergency Leave

An employee will be allowed a maximum leave with pay for the following relation to the employee and the employee's spouse when there is a death in the family (the same number of

days applies regardless if relation is to employee or spouse, unless the relation is specifically identified):

3 days when necessary: spouse, child, stepchild, parent, legal guardian

2 days when necessary: sibling, parent-in-law, stepparent, grandparent, grandchild

1 day when necessary: sister or brother-in-law, aunt or uncle, stepsibling, grandparent-in-law, nieces or nephews

An employee who acts as pallbearer for a funeral which takes place during the regular working hours may also be granted time off with pay, not to exceed one (1) working day, with the permission of his/her Department Head. Permission will be granted for this service unless an emergency situation exists and if not detrimental to the operation of the department in the opinion of the Department Head.

#### ARTICLE 25 Public Elections

In the event that an employee is scheduled to work on any day scheduled as an election day, and the work schedule is such that the employee cannot vote during other than scheduled hours of work, the employee, upon request, shall be permitted a reasonable period of time to be absent from duty in order that the employee may cast his/her vote.

#### ARTICLE 26 Jury Duty

An employee shall be granted a leave of absence if called for jury duty. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the compensation received for jury duty will be paid by the employer.

#### ARTICLE 27 Outside Employment

No employee shall engage in outside employment which might in any way hinder or impair an impartial performance of their public duties, embarrass the City government, or impair their efficiency. Employees who wish to obtain outside employment must obtain prior written approval from the Fire Chief. Employees who are granted permission to engage in outside employment must sign such waiver as required by the City.



## ARTICLE 28

### Resignation

To resign in good standing, an employee shall submit his/her resignation in writing to the Fire Chief two (2) weeks in advance of the effective date of his/her resignation.

## ARTICLE 29

### Termination Pay

Employees who leave the service of the City for any reason shall receive all pay, which may be due them with the following qualifications:

- A. Employee shall be paid for all unused accrued vacation provided that the Fire Chief is notified by the employee of his/her resignation in accordance with the provisions of Article 28 of this agreement, or a sufficient reason is given in the absence of said written notice. Accrued vacation shall include the vacation benefits the employee had earned during the prior year and had not received, and the vacation benefits earned on a prorated basis during the year of termination to the date of termination. In determining the benefits earned during the year of termination, a full month benefit will be granted if the termination date was on or after the 15th day of the month. If the termination date was prior to the 15th day of the month, no benefits will be granted for the month in which the termination occurs.
- B. An employee who owes any money to the City at the time of his/her separation shall have his/her final pay applied against the account of whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial settlement of an account by application of final pay shall not release an employee from any balance remaining due.
- C. In case of death of an employee, his/her surviving spouse, if any, shall be paid for accrued vacation and regular pay then accrued. If there is no surviving spouse, then said accrued payment shall be paid to the employee's estate.

## ARTICLE 30

### Right to Strike

Because public health, safety, and welfare may be adversely affected thereby, no employee shall have the right to engage in or encourage any form of sit-down or, in fact, any form of work stoppage or strike for any reason against the City. A refusal by an employee to perform an assignment injurious to his/her health or physical safety shall not be considered a violation of this section.

ARTICLE 31  
Grievance Procedures - Disciplinary Proceedings

1. Grievances. A grievance is defined as any complaint involving the interpretation, application or alleged violation of the terms of this agreement involving wages, hours, and conditions of employment other than proceedings conducted pursuant to Section 62.13(5), Wisconsin Statutes. A grievant may be an employee or, by mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.

- (a) The Chief of the Department or the Finance/Personnel Committee or members thereof may confer with the union and such employees or other persons they may deem appropriate before making their decision.
  - (b) The calendar days indicated at each step should be considered a maximum. The time limits may be extended by mutual consent.
  - (c) Steps in the procedure may be waived by mutual agreement of the parties.
- (Step 1) In the event of a grievance, the grievant, or the Union Grievance Committee on his/her behalf, shall have the right to present the grievance, in writing, to the Chief within twenty (20) calendar days of the date of the act or occurrence involved. The grievance shall contain a statement of the facts upon which the grievance is based and state the action requested. The Chief shall furnish the grievant or the Grievance Committee an answer within ten (10) calendar days after receiving the grievance.
- (Step 2) If the grievance is not satisfactorily resolved at Step 1, the written grievance may be appealed and submitted to the Finance Committee within five (5) calendar days of receipt of the Chief's decision. If such appeal is submitted, the Chief shall submit a full report to the Finance/Personnel Committee. The Finance/Personnel Committee, within ten (10) calendar days of receipt of the written appeal, shall furnish the grievant or the Grievance Committee with its decision thereon.
- (Step 3) Grievances not resolved at Step 2 may be appealed within twenty (20) calendar days to the Wisconsin Employment Relations Commission for arbitration. Such Commission shall appoint an arbitrator; the dispute shall be presented to such arbitrator for determination, which shall be final and binding.

2. Suspensions, Reductions in Rank and Terminations. Suspensions, reduction in rank, and dismissal of employees shall be governed by the procedures set forth in Section 62.13, Wis. Stats. Discipline not governed by Section 62.13, Wis. Stats., shall be subject to and governed by, the procedures in this grievance procedure.

ARTICLE 32  
Savings Clause

If any article, sentence, clause or phrase of this contract shall be held, for any reason, to be inoperative, void or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 33  
Amendment Provision

This agreement is subject to amendment, alteration, or addition only by subsequent written agreement between, and executed by, the City and the Association where mutually agreeable. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 34  
Comments on Rules or Guidelines

The Association shall be permitted to review and comment on any changes to standard operating guidelines and work rules as provided in this article. In most cases, the Chief shall post the rule or guideline on the department bulletin board. The rule or guideline shall have an effective date not less than fifteen (15) days from the date of posting. During such period before the rule/guideline is effective, the Association, through a designated officer, may make official comments regarding the rule to the Chief in oral or written form. The Chief shall consider the comments and may (at his/her discretion) change the proposed rule in a manner consistent with such comments without regard to the fifteen (15) day posting requirement stated above.

In the event the Chief determines in his/her reasonable discretion that it is necessary to implement a rule or guideline with less than fifteen (15) days notice, he/she may do so by posting a rule or guideline with an effective date less than fifteen (15) days from date of posting. The Association shall have the right during the fifteen (15) days following the posting to formally comment on the rule or guideline regardless of its effective date. The Chief shall consider any such comments and may, at his/her discretion, implement any changes suggested in the comments without regard to the fifteen (15) day posting requirement provided above.

Nothing in this article shall affect the right of the Chief to determine the substance of the rules and guidelines, nor shall anything in this article be read as limiting the powers conferred to the City under Article 3 of this agreement.



ARTICLE 35  
Drug and Alcohol Testing

The Association and the City agree to the adoption of a drug and alcohol testing policy upon ratification of the 2003-2004-2005 collective bargaining agreement. Said policy is attached hereto and incorporated by reference as "**Attachment B.**" Such policy is based upon the Federal Motor Carrier Safety Administration requirements found in 49 C.F.R. 382 et seq. and 49 C.F.R. 40 et seq. Such policy does not contain a random drug or alcohol testing component unless such random testing is otherwise required by state or federal law.

ARTICLE 36  
Duration

This agreement shall become effective as of January 1, 2018, and remain in force and effect to and including December 31, 2020 and shall renew itself for additional one (1) year periods until and unless a subsequent contract is entered into.

ARTICLE 37  
Consolidation, Merger or Combination

The City may pursue consolidation, merger, or combining its fire department with that of another municipality provided that the new fire protection/EMS provider employs all members represented by Local 141 as non-probationary employees and maintain their seniority. The City shall, in the event such consolidation, merger, or combining of such services, guaranty the wages and benefits in effect at the time for a period of twenty-four (24) months, or until the members are covered by a Collective Bargaining Agreement with the new fire protection/EMS provider, whichever comes first.

ARTICLE 38  
Education Expenses

Effective January 1, 2016, the City shall establish an education reimbursement fund in the amount of Three Thousand (\$3,000.00) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in fire career enhancement and previously approved of by the Fire Chief (Chief).

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

Satisfactory completion of the education or training program shall be determined as follows:

- a. A passing grade if on a pass/fail system.
- b. A grade of A, B, or C on a graded system; a grade of D or Fail shall be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

If an employee is able to choose between pass/fail, audit, or grade system, the grade system must be chosen to qualify for reimbursement. An employee shall submit appropriate proof of completion and an official grade, if applicable, to the Chief as a condition of reimbursement.

Employee expenses eligible for reimbursement under the terms of this Article shall consist of tuition, fees and necessary books, and other educational material; the maximum tuition reimbursement shall be One Hundred Fifty (\$150.00) Dollars per credit.

Applications shall be considered in their order of submission to the Chief. If the funds available for employee development are expended prior to any further appropriation, the reimbursement program shall be suspended without recourse.

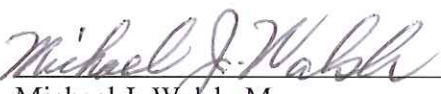
This agreement is entered into this 8<sup>th</sup> day of August, 2018.

**De Pere Professional Firefighters  
Association, Local IAFF #141**

  
\_\_\_\_\_  
Ryan Hirtz, President

  
\_\_\_\_\_  
Tom Nelson, Executive Board Member

**City of De Pere**

  
\_\_\_\_\_  
Michael J. Walsh, Mayor

  
\_\_\_\_\_  
Shana D. Ledvina, Clerk-Treasurer

# Scheduled Overtime Procedure

## Firefighter/EMT

1. R. De Weert
2. B. Cheslock
3. J. Witt
4. M. Wessley
5. L. Riedi
6. W. Tews
7. D. Hermans

## Paramedic

1. E. Balcer
2. T. Hendricks
3. R. Cody
4. B. Hermans
5. B. Thomson
6. J. Pansier
7. R. Deviley
8. B. Jansen
9. T. Nelson
10. B. Pucts
11. D. Gatz
12. T. Sinkler
13. J. Young
14. M. Linssen
15. N. Schweiner
16. S. Corroy
17. D. Lotter
18. K. Buman

## Mechanic

1. J. Pansier
2. J. Witt
3. L. Reidi

### Notes:

1. The above lists shall be on separate spreadsheet pages. For the purpose of saving paper all three lists are shown on this sheet.
2. The spreadsheets shall contain divided boxes as proposed in the past.
3. The Mechanic list shall be used only where there is a need to make repairs on equipment. Otherwise use one of the other lists.
4. One primary phone number will be provided to the Chief. Home phone numbers will be used unless a different primary number is provided.

### Directions to be placed on each list:

1. To be used for all scheduled OT 1-12 hours. If more than 12 hours contact the next person on the list for the next block of 12 hours.
2. Start with the top left column. Move down the column and contact the first person with an empty box.
3. If that person accepts, place the date in the box. For overtime more than 12 hours, the first person to accept may choose which block of overtime to work to cover maximum of 12-hours.
4. If that person denies, please a "D" in the box and move to the next person on the list.
5. If the person is scheduled to work leave the box blank and move on to the next person.
6. If you are unable to contact a person, mark box "No Answer" and move on.
7. Continue down the left-most column until:
  - a. The column is filled.
  - b. Everyone has been contacted.
  - c. An attempt had been made to contact each person in the column.
8. After the conditions in Number 7 (above) have been met, move to the next column and start the process over.
9. If no member agrees to fill the assignment, the least senior member of the above classification column shall be required to work the assignment.

As of the date of ratification of this Agreement (i.e., August 1, 2018), the parties acknowledge that they are collaboratively engaged in revising the scheduled overtime procedures. As such, it is expected that this Attachment A will be superseded by a Memorandum of Understanding (MOU) between the parties. Until such MOU is finalized or either party serves written notice of termination of the scheduled overtime discussions, the parties agree that the procedure of Article 9, Overtime, of the collective bargaining agreement is not in effect.



**CITY OF DE PERE  
STATEMENT OF POLICY AND DESCRIPTION  
OF PROCEDURES  
FOR ALCOHOL AND CONTROLLED SUBSTANCE TESTING**

**I. POLICY**

**I Purpose**

The critical mission of fire rescue service justifies the maintenance of a drug- and alcohol-free work environment through the use of a reasonable employee drug and alcohol testing program. The fire and rescue profession has several uniquely compelling interests that justify the use of employee drug and alcohol testing: The public has a right to expect that those who are employed to protect them are, at all times, both physically and mentally prepared to assume those duties. The use of alcohol and controlled substances or other forms of drug abuse seriously impairs one's physical and mental health and, thus, their job performance. Where fire and rescue personnel participate in illegal drug use and/or activity and alcohol abuse, the integrity and public confidence in the department are destroyed. This confidence is further eroded by the potential for corruption created by such use. Therefore, in order to ensure the integrity of the Fire Rescue Department and to preserve public trust and confidence, the City of De Pere (Employer) and the De Pere Professional Fire Fighters Association (Union) agree to implement this program to detect prohibited drug use and/or activity and alcohol abuse by employees.

**II Coverage**

For purposes of this Policy, the employer strictly prohibits the on-duty use or presence of alcohol and/or unauthorized use of controlled substances by its employees as provided herein.

**III Definitions**

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other molecular low-weight alcohols, including methyl and isopropyl alcohol.

Alcohol concentration (or content) is alcohol in a volume of breath, expressed in grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use means consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Chief means the individual appointed by the Board of Police and Fire Commissioners. References to the Chief shall mean the Chief or the Chief's designee.

Confirmation test for alcohol testing means a second test, following a screening test providing quantitative data of any measurable alcohol concentration. For controlled substances testing, the term means a second analytical procedure to identify the presence of

a specific drug or metabolite which is independent of the screening test and uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. Gas chromatography-mass spectrometry (GC-MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and PCP.

Consortium means an entity, including a group or association of employers or contractors, that provides alcohol or controlled substances testing and which acts on the Employer's behalf.

Controlled substances and drugs are interchangeable and have the same meaning. Unless indicated otherwise, the terms refer to marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines, including methamphetamines or any other drug of abuse or illegal drug, including alcohol.

Illegal use of drugs means the use of drugs and/or distribution of which is unlawful under the Wis. Stats., as periodically updated by this term and does not include the use of a drug taken under the supervision of a licensed medical practitioner or other uses authorized by Wis. Stats. or other provisions of State law.

Licensed medical practitioner is a person licensed, certified, and/or registered, in accordance with applicable federal, state, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

Medical Review Officer means a supervisor or person-in-charge of a consortium that provides alcohol or controlled substances testing and which acts on the employer's behalf.

Reasonable suspicion means suspicion based on a specific, contemporaneous, articulable observation by a supervisor or other employer representative trained in accordance with 49 C.F.R. 382.603 concerning the appearance, behavior, speech or body odor of an employee, including indications of the chronic and withdrawal effects of alcohol and/or controlled substances. Mere accusation by a member of the public in and of itself does not contribute reasonable suspicion.

Refuse to submit (to an alcohol or controlled substances test) means that an employee fails to provide adequate breath for alcohol testing as required by this policy without a valid medical explanation, after he or she has received notice of the requirement to be tested; fails to provide an adequate urine sample for controlled substances testing as required by this policy, without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing, an employee does not request a blood alcohol test in lieu of urine or engages in conduct that clearly obstructs the testing process.

Screening test (also known as initial test) means in alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system; and in controlled substance testing, an immunoassay screen to eliminate negative urine specimens from further consideration. The compulsory production and



submission of urine by an employee, in accordance with this Policy, for chemical analysis to detect prohibited drug usage of controlled substances (see definition); or any other controlled drug listed in Schedules I and/or II of the Wisconsin Statutes, as amended.

Supervisory means those employees assigned to a position having day-to-day responsibility for supervising subordinates or responsibility for commanding a work element.

#### **IV Form of Notice**

Before administering an alcohol or controlled substances test, the employer is to notify the employee that the test is required by policy. The employer may provide oral or written notice.

#### **V Record Keeping**

Drug and/or alcohol testing program records may be maintained at the Human Resources Department as medical records of an employee. Requests for release of information by an authorized agent or representative of the Union or employee will be addressed within ten days of the request. Saturdays, Sundays, and holidays are not included in the computation of the ten-day period.

#### **VI Prohibited Conduct**

Employees are prohibited from engaging in the following conduct immediately before, during or after the performance of their employment while having a measurable alcohol and/or controlled substances concentration.

- A. Using and/or possessing alcohol and/or controlled substances while on duty, unless such possession is necessary for and in performance of the employee's work-related duties and responsibilities.

NOTE: Any employees considering the use or possession of prescription or nonprescription medications containing alcohol must consult with their personal licensed medical practitioner in order to obtain a substitute medication that does not contain alcohol, or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol free during working hours. In the event that the employee's licensed medical practitioner cannot prescribe a medication substitute or schedule that will render the employee alcohol free during working hours, the employee shall provide their immediate supervisor with signed documentation from their personal licensed medical practitioner indicating such so that a temporary accommodation for the employee can be attempted.

- B. Using alcohol within eight (8) hours following an accident if the employee was required to be tested, unless an earlier test resulted in a reading of no measurable



alcohol concentration.

- C. Reporting for duty or remaining on duty while having a measurable alcohol concentration or while under the influence of a controlled substance.
- D. Using controlled substances while on duty, unless the use is pursuant to the instructions of a licensed medical practitioner, who has advised the employee and employer in writing that the substance does not adversely affect the employee's ability to perform their job.
- E. Refusing to submit to alcohol or controlled substance testing as required by law.

This Policy also prohibits employees from engaging in the following conduct:

- A. Dispensing, distributing or receiving alcohol and/or controlled substances while on duty unless such dispensing, distribution or receipt was for the benefit of a third party and done pursuant to the requirements of one's Paramedic or Emergency Medical Technician duties.
- B. Consumption of controlled substances while on duty or within employer equipment, unless such consumption is pursuant to the instructions of a licensed medical practitioner, who has advised the employee and employer, in writing, that the substance does not adversely affect the employee's ability to safely perform their job.
- C. Reporting for duty or remaining on duty while having a measurable alcohol concentration or while under the influence of a controlled substance.
- D. Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration or substitution.
- E. Any employee having a reasonable basis to believe that another employee is illegally using and/or is in possession of alcohol and/or any controlled substances shall immediately report the facts and circumstances to their supervisor.

## **II. TESTING RULES AND PROCEDURES**

### **I Test Requirement, Costs and Compensation**

All employees are subject to testing for alcohol and/or controlled substances. Refusal to submit to a required test will result in removal of that employee from their assignment(s), which, in turn, may result in discipline up to and including discharge.

Employer shall pay all costs associated with the administration of alcohol and controlled substance testing, except those costs for a "split specimen" test requested by an employee or a return-to-duty retest. The employee shall pay for these tests. If the result of a split specimen is negative, the employer shall reimburse employee for the cost of said test upon submission of the appropriate documentation.

All time spent undergoing required alcohol or controlled substance testing, including reasonable travel time, shall be paid in accordance with applicable provisions of the collective bargaining agreement or the administrative pay policy that normally applies.

### **II Types of Tests**

Testing must be conducted in the following situations:

#### **A. Pre-Employment Testing**

Any individual not currently employed by the employer, who is applying for a police officer position, shall be required to undergo alcohol and/or drug testing after a conditional offer of employment has been made.

Prior to the first time an employee performs the duties of their position and throughout their probationary period, an employee shall be required to undergo testing for alcohol and controlled substances. A positive test will result in disqualification from further consideration for employment in that position until the employee or prospective employee presents evidence of successful completion of a substance abuse treatment program. The frequency and timing of such testing shall be determined by the Chief or the Chief's designee.

Any applicant or employee, who refuses to undergo such drug testing will be disqualified from further consideration for employment in that safety-sensitive position.

#### **B. Reasonable Suspicion Testing**

Reasonable suspicion alcohol or drug testing will occur under this Policy if the supervisor's observations are made just before, during or just after the time the employee is performing the duties of his/her position.

- (1) In a situation where an employee is either acting in an impaired manner or the supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol or drugs, the supervisor may order the employee to undergo a drug or alcohol test. The supervisor may, but need not, seek a corroborating opinion from another supervisor prior to immediately removing the employee from the job and sending the employee for drug or alcohol testing.
- (2) Once the employee has been removed from the job, the supervisor shall contact the Chief or the Chief's designee. If contact cannot be made at that time, the Supervisor shall proceed through the next step of this procedure and make contact with the Chief or the Chief's designee as soon thereafter as possible.
- (3) The supervisor shall then take the employee to the collection site for alcohol and/or drug testing immediately. If, for some reason but no later than eight (8) hours for an alcohol test or twenty-four (24) hours for a drug test, of having determined that there is reasonable suspicion to believe that the employee is using or is under the influence of alcohol or drugs. If the alcohol test is conducted more than two (2) hours but less than eight (8) hours after the supervisor makes such reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in conducting the alcohol or drug test. The supervisor is to wait at the clinic with the employee until the breath test has been completed or the urine sample has been taken. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor shall complete a report explaining the reasons why the test was not conducted.
- (4) Once the alcohol testing has been completed and a positive confirmation test result has been received, the employee shall be returned to their reporting station. It will then be the employee's responsibility to make appropriate transportation arrangements in order to insure that they are not operating their personal motor vehicle while under the influence of alcohol or a controlled substance.
- (5) If a breath alcohol or a urine drug test has been administered, the employer will follow whatever procedure the Medical Review Officer requires with respect to contacting the employee once the test results are known and a decision has been made as to the employee's status.
- (6) The results of the drug testing will be sent directly to the Medical Review Officer for review and forwarding to the Chief. The results of the alcohol testing will be sent directly to the Chief. When the results are obtained, the employee's supervisor will consult with the Chief to determine the



appropriate course of action to be taken. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know.

- (7) Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Chief outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within a reasonable time after testing.

#### **C. Post-Accident Testing**

The employer shall test an employee for alcohol and controlled substances as soon as practicable following an accident involving a law enforcement vehicle if such accident is reportable under Wis. Stats. §346.70.

The alcohol breath test must be administered, as soon as possible, but no later than eight (8) hours following the accident, and the drug test must be administered within thirty-two (32) hours of the accident. If the alcohol test is not administered within two (2) hours of the accident, the supervisor shall complete a report explaining the reasons for the delay in conducting the test. If the alcohol test is not administered within eight (8) hours of the accident or if the drug test is not administered within thirty-two (32) hours of the accident, the supervisor shall complete a report explaining why the test was not conducted.

An employee, who is subject to post-accident testing, shall remain readily available for such testing or may be deemed by the Employer to have refused to submit to testing. A covered employee, who leaves the scene of the accident, may continue to be considered as readily available for testing if:

- (1) The employee notifies their supervisor or, if unavailable, another supervisor of their location;
- (2) The employee left the scene to obtain necessary medical care (for themselves or others); or
- (3) The employee left the scene to obtain assistance in responding to the accident.

#### **D. Return-to-Duty/Follow-Up Testing**

The Employer will ensure that before an employee returns to work requiring the performance of their duties after engaging in conduct prohibited by this Policy, the employee shall undergo a return-to-duty follow-up test with a result indicating no measurable alcohol concentration or verified negative result for controlled substance use. In any event, if required by law, an employee will not be allowed to

return to duty without first having been evaluated by the Employer's Substance Abuse Professional in order to determine the employee's fitness for duty.

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employer shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a Substance Abuse Professional. Consequently, the employee shall be given at least six (6) unannounced tests during the 12-month period after returning to duty. The Substance Abuse Professional shall determine whether additional follow up testing is warranted over the next 48 months.

### **III Testing Procedures**

The Employer has or will enter into an alcohol and drug testing agreement with Prevea Clinic. Testing may be done on both urine and breath (blood alcohol may also be required by law or at the request of an employee). Prevea Clinic or its designees shall be responsible for seeing that samples are sent to a certified laboratory and shall assist in the interpretation of the results. Employer may contract with a replacement testing service as long as such replacement service meets Federal standards under the Federal Omnibus Transportation Employee Testing Act of 1991 and the regulations thereunder.

#### **A. Alcohol Testing**

Employees shall be required to submit to breath testing using an approved Evidential Breath Testing (EBT) device. A certified Breath Alcohol Technician shall administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The employer shall take action based only upon the positive results of a confirmation test. All procedures and steps used in conducting both the initial and confirmation tests shall be performed in conformance with Federal laws and regulations.

##### **(1) Preparation for Breath Alcohol Testing**

The following procedures summarize the regulations for implementing alcohol and drug testing. These procedures are subject to change in the event the Federal Highway Administration or other governmental agency changes the regulations on alcohol and drug testing of employees.

- (a) When the employee enters the collection site, the BAT shall require the employee to provide positive identification, i.e., photo identification or employer identification.
- (b) The BAT will explain the test procedure.

- (c) Employees shall be required to complete and sign various forms used to document the testing process. Refusal to sign the test forms will be regarded as a refusal to take the test.
- (d) Employees shall be instructed to blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- (e) If an employee tests positive during the screening test, the employee shall not eat, drink or put any object or substance in their mouth and, to the extent possible, not belch during the 20-minute waiting period before the confirmation test is conducted.
- (f) Refusal by an employee to complete and sign the test form, to provide breath, to provide an adequate amount of breath, or failure to cooperate with the testing process in a way that prevents the completion of the test will subject the employee to discipline, up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test results shall determine the outcome of the test.

## (2) **Blood Alcohol Testing**

Blood alcohol testing is authorized only in the following circumstances:

- (a) When this Policy or Federal Rules require a post-accident or reasonable suspicion test, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test; or
- (b) When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon the conclusive finding of a positive blood alcohol test result, the employee has 72 hours in which to request a test of the split specimen. (For explanation of split specimen, refer to **Testing for Controlled Substances** section below). An employee, who fails to notify the Medical Review Officer within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen.



An employee requesting the testing of a split specimen shall be responsible for the cost of any such test. If the result of said test is negative, the Employer shall reimburse the employee for said test.

Pending receipt of the result of the analysis of the split specimen, the employee shall not return to duty unless the employee has met conditions set forth in this Policy.

All blood alcohol testing shall be conducted in conformance with the procedures established by the Federal Regulations.

**(3) Results of a Positive Test**

If a confirmation alcohol test results in any measurable alcohol concentration, the Employer is required to:

- (a) Remove the employee from their position.
- (b) Before returning the employee to employment, take the following steps:
  - (i) Refer the employee to a Substance Abuse Professional for assessment and a determination of whether participation in a treatment program is necessary;
  - (ii) Obtain a verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program; and
  - (iii) Retest to verify that the employee has no measurable alcohol concentration.
- (c) The employee will subsequently be given at least six (6) unannounced tests during the twelve (12) months after returning to duty. The Substance Abuse Professional shall determine whether additional follow up testing is warranted over the next forty-eight (48) months.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this Policy if the testing officer is a qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

## B. Testing for Controlled Substances

The Employer has established its anti-drug program through this Policy and strictly prohibits the unlawful manufacture, distribution, dispensing, possession or unauthorized use of a controlled substance in the workplace. Further, any abnormal conduct that may create a reasonable suspicion that an employee is under the influence of a controlled substance is addressed in the **Reasonable Suspicion Testing** section described previously in this Policy.

For purposes of this Policy, the employer shall test for the following controlled substances. Concentrations of controlled substances at or above the following levels shall be considered positive and confirmation test results as follows:

<u>Type of Drug or Metabolite</u>	<u>Initial Test</u>	<u>Confirmation Test</u>
Marijuana metabolites	50	
Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)		15
Cocaine	300	150
metabolites (Benzoyllecgoine)		
Phencyclidine (PCP)	25	25
Amphetamines	1000	
Amphetamine		500
Methamphetamine		500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
Opiate metabolites	2000	
Codeine		2000
Morphine		2000
6-acetylmorphine (6-AM)		10 (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.)

The drug screen panel is subject to modification as required by the Federal Regulations referenced above.

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure includes the use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the "primary" specimen is opened and used for the urinalysis. The split specimen

bottle will remain sealed and stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substance, the employee has 72 hours to request the split specimen be retested at the same lab or be sent to another certified laboratory for analysis. An employee, who fails to notify the Medical Review Officer within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen. In some cases, the employee may be unable to provide a urine sample. After a reasonable waiting period (not more than two hours) the collection site person may terminate the testing procedure.

**(1) Preparation for Drug Testing**

The following procedures summarize the procedures established by the Employer for implementing drug testing. These procedures are subject to change in the event a governmental agency changes the regulations on alcohol and drug testing of employees in public safety positions.

- (a) When the employee enters the collection site, the employee will be required to provide identification, i.e., photo identification or employer identification.
- (b) The employee shall be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
- (c) The urine sample shall be divided into a primary specimen (30 ml) and a split specimen (15 ml).
- (d) If the test result of the primary specimen is positive, the employee may request, within 72 hours of receiving the positive test result, that the Medical Review Officer direct that the split specimen be tested in the same manner or a different DHSS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
- (e) An employee will be removed from their position pending the result of the test of the split specimen.
- (f) If the result of the test of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the Medical Review Officer shall cancel the test.



- (g) Employees shall be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) shall be regarded as a refusal to take the test.
- (h) Refusal by an employee to complete and sign the test and chain of custody forms, to provide urine, to provide an adequate amount of urine (to be decided on a case-by-case basis), to request a blood alcohol test in lieu of urine, or other failure to cooperate with the testing process in a way that prevents the completion of the test shall be considered grounds for disciplinary action, up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test shall determine the outcome of the test.

**(2) Results of Positive Test**

As with an alcohol misuse violation, the employer is required to act upon a positive controlled substance test result in the following manner:

- (a) Remove the employee from their position. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer to determine that the positive drug test did not result from the authorized use of a controlled substance;
- (b) Refer the employee to a Substance Abuse Professional for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;
- (c) The employee must be evaluated by a Substance Abuse Professional or Medical Review Officer and determined to be fit to return to work prior to their release of the employee; and
- (d) The employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will be required if the employee is determined to be in need of rehabilitation.

**C. Prescription and Nonprescription Drugs**

Before performing work-related duties, employees must notify the Chief or the Chief's designee if they are taking any legally prescribed medication, therapeutic drug or any nonprescription drug which contains any measurable amount of alcohol

or which carries a warning label that indicates the employee's mental functioning, metro skills or judgment may be adversely affected by the use of this medication. In such case, the employee's licensed medical practitioner shall indicate and recommend accommodation for the employee. Employees do not need to disclose the purpose for which the medication has been prescribed.

It is the responsibility of the employee to inform their licensed medical practitioner of the type of public safety function that they are likely to perform in order that the licensed medical practitioner may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of the employer's equipment. The employee shall present their licensed medical practitioner with a form, provided by the employer, that the employee's licensed medical practitioner is to complete and where accommodation is warranted the employer shall attempt to provide accommodation. Upon reporting for work on the first day in which the employee is taking the medication, they are to present the completed licensed medical practitioner's form to the Chief or the Chief's designee. In the absence of an employer form, the employee's physician may use his/her own form provided that the physician's form includes information as to the ability of the employee to safely perform the requirements of the position. The employer shall follow up with the physician in cases on an as needed basis.

As set forth in part III. C. of this Policy, an employee considering the use or possession of prescription or nonprescription medications containing alcohol should consult with their personal licensed medical practitioner in order to obtain a substitute medication that does not contain alcohol or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol free during working hours. In the event the employee's licensed medical practitioner cannot prescribe a medication substitute or schedule that will render the employee alcohol-free during working hours, the employee shall provide the Chief or the Chief's designee with signed documentation from their personal licensed medical practitioner indicating such so that an accommodation for the employee can be attempted.

#### **D. Confidentiality of Records**

The employer respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any test administered under this Policy and the identity of any employee participating in any related assessment or treatment program shall not be revealed by the employer to anyone except as required by law. The employer shall release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the employer shall ensure that any lab or agency used to conduct testing under this Policy shall maintain the confidentiality of employee test records. In the course of official business, however, the lab or testing agency shall disclose information related to a positive alcohol or drug test of an individual to the Chief. The Chief may, in turn, disclose this information to the employee, and limited necessary



information to their department head and their immediate management supervisor as well as to the arbitrator or judge in a lawsuit, grievance or other proceeding by or on behalf of the employee, which arises from any action taken in response to a positive alcohol or drug test or as required by law, including court orders or subpoenas.

The Medical Review Officer shall not reveal individual test results to anyone, except the employee and the Chief, unless the Medical Review Officer has been presented with a written authorization from the tested employee. The Medical Review Officer may reveal to the Chief or the Chief's designee, relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The Chief may disclose limited necessary information to the Chief's managing supervisor and employee's immediate management supervisor as well as to the arbitrator or judge in a lawsuit, grievance or other proceeding on behalf of the individual, which arises from any action taken in response to a positive alcohol or drug test or as required by law, including court orders or subpoenas or upon the tested employee's written authorization and consent.

All records related to alcohol and drug tests of individual employees shall be maintained by the Human Resources Department in individual files separate from the employee's personnel file. These records shall be stored in a locked cabinet and access shall only be allowed to those employees who have a legitimate need to file or review the records of a particular employee as part of their authorized work assignments.

**E. Discipline**

The employer may take disciplinary action consistent with the City of De Pere's Rules and Regulations, the Parties' Collective Bargaining Agreement and Wis. Stats. §62.13. based upon noncompliance with this Policy by an employee.

**F. Questions/Further Information**

Any employee having questions or requesting further information with respect to the scope of this Policy and its contents may contact the Human Resources Department, 335 South Broadway, De Pere, WI 54115, telephone 920-339-4045.



**Summary Of The City Of De Pere Policy  
Based Upon U.S. Dot Requirements  
Regarding Prescription And Non-Prescription Drug Use  
By Employees Performing Safety-Sensitive Work**

Before performing work-related duties, employees must notify their supervisor if they are taking any legal prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. In the event that an employee is taking such a medication, he/she shall have his/her physician complete the Physician's Evaluation of Prescribed Drug form and present it to his/her immediate management supervisor at the start of his/her first work period. Disclosure of the name of the medication or medical condition for which the employee is being treated is not required.

It is the responsibility of the employee to inform his/her physician of the type of work that he/she is likely to perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment.

An employee considering the use or possession of prescription or non-prescription medication containing alcohol should consult with his/her personal physician in order to obtain a substitute medication that does not contain alcohol or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol-free during working hours. In the event that the employee's physician cannot prescribe a medication substitute or schedule that will render the employee alcohol-free during working hours, the employee shall provide his/her immediate management supervisor with signed documentation from his/her personal physician indicating such so that an accommodation for the employee can be attempted.

### Physician's Evaluation Of Prescribed Drugs

Patient/Employee Name: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_

The above-named employee of the City of De Pere is required to be drug- and alcohol-free while in the course of employment. Please evaluate all prescription and non-prescription medications that you have directed this individual to take and complete the following certification. In cases where accommodation is warranted, the City of De Pere will attempt to provide accommodation.

#### Physician's Certification

I have evaluated the prescription and non-prescription medications that I have directed the above-named patient to take and I have determined that:

Check one:

- ( ) He/she can safely perform the duties and responsibilities of a public safety employee while taking the medications that I have directed him/her to take.
- ( ) He/she cannot safely perform the duties and responsibilities of a public safety employee while taking the medications that I have directed him/her to take and accordingly, the following job accommodation should be considered for him/her during the following time period.

( \_\_\_\_\_ to \_\_\_\_\_ )

\_\_\_\_\_

Physician's Name: \_\_\_\_\_  
(Type or Print)

Physician's Name: \_\_\_\_\_  
(Signature)

### Behavior/Incident Documentation Form

Department:

Location of Incident:

Employee:

Date of Observation: \_\_\_\_\_ Time:

Observations Recorded by:

Additional Witnesses:

Length of Time Observed:

Description of Behavior/Incident:

Did employee refuse a medical examination?

Did the employee leave the workplace on their own?

Time Left: \_\_\_\_\_ Location:

Vehicle (If any):

Vehicle License:

Were Local Authorities Called: \_\_\_\_\_ Time:

Name of authority contacted:

Other person(s) observing departure:

Additional comments or information (continue on back if necessary):

Report turned over to:

\_\_\_\_\_  
Reporting Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Date



### **Employee Acknowledgment Form**

Detach and return this page to the Fire Chief after you have read and understood this policy.

I acknowledge that I have read the City of De Pere Alcohol and Controlled Substance Testing Policy and the provisions contained therein on the date indicated below. I understand that the terms described in the Alcohol and Controlled Substance Testing Policy may be altered, amended or changed by the City to comply with the Federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations, with or without prior notice.

I understand if I have any questions about the policy, I can contact the Fire Chief.

Signed: \_\_\_\_\_  
(Employee – Please Print or Type)

Signed: \_\_\_\_\_  
(Employee - Signature)

Date: \_\_\_\_\_

Received by: \_\_\_\_\_  
City Official

Date: \_\_\_\_\_

## Attachment C

Note: Detailed maps for the Counties dissected by the 30-mile radius (Counties of Calumet, Door, Kewaunee, Manitowoc, Oconto, Outagamie, Shawano, Winnebago) that will guide the determination of compliance with the residency requirement are maintained in the office of the City of De Pere's Human Resources Department.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF DE PERE AND  
THE DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION  
IAFF LOCAL 141  
REGARDING LIGHT DUTY SCHEDULE**

WHEREAS, the City of De Pere ("City") and the De Pere Professional Fire Fighter's Association, IAFF Local 141 ("Union") are parties to a Collective Bargaining Agreement (CBA) covering the years 2016 and 2017; and

WHEREAS, the parties have reached a tentative agreement on a successor CBA covering the years 2018 through and including 2020; and

WHEREAS, the tentative agreement includes the matters included in this Memorandum of Agreement (MOA) covering changes to the light-duty schedule in the CBA; and

WHEREAS, the parties have agreed that the provisions of the MOA shall supersede the Alternative Temporary Light Duty Return To Work Schedule provisions of Article 8 of the CBA for a one-year trial period, commencing August 1, 2018; and

WHEREAS, based upon the foregoing, the parties agree as follows:

1. Employees recuperating from an injury may be placed on a 40 hour "light-duty" assignment consistent with work restrictions required by their health care provider under the following guidelines:
  - A. Employees who have received return to work approval from their health care provider but are not able to return to full duty (56 hour work week), may be assigned to "light duty" work with a 40 hour work week, Monday through Friday, eight hours per day.
  - B. Employees who are placed on "light-duty" shall report to said duty on their next scheduled duty day, excluding Saturday or Sunday. When the employee's next duty day is Saturday or Sunday, the employee shall report to "light duty" on Monday.
  - C. Employees who are on a "light-duty" and receive a return to work slip from their health care provider allowing them to return to full unrestricted duty, shall be returned to their regular 56 hour work schedule as determined by Fire Administration and in compliance with the hours of work requirements for a 27 day work cycle under the Fair Labor Standards Act.
2. The employee on "light duty" shall be allowed paid time off for health care provider visits, tests, therapy, or other medical treatment, for the treatment of the




employee's injury if the time needed cannot be arranged during off-duty hours.

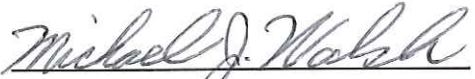

3. The employee on "light duty" may be allowed to alter their work days within the work week by substituting a nonscheduled day for a scheduled day, with the approval of Fire Administration.
4. The employee working "light duty" shall be allowed the use of sick leave consistent with Article 22 of the CBA. The employee working "light duty" shall receive the wage rate equal with the employee's wage rate before being assigned light duty. If the employee performs in a higher pay classification, the employee shall be paid at the higher pay rate.
5. The employee on "light duty" shall continue to accrue benefits (sick leave, vacation, and paid holidays) at the 56 hour rate as if the employee had not had a work week change. Time taken shall also be charged at the 56 hour rate. The employee's work day shall include: a minimum of one paid 15 minute break and an unpaid lunch period of 30 minutes.
6. This MOA shall be effective August 1, 2018 and expire July 31, 2019 unless earlier amended or extended by written agreement of the parties.

Dated the 8<sup>th</sup> day of <sup>August</sup> June, 2018.

De Pere Professional Firefighters  
IAFF Local 141

City of De Pere

  
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Michael J. Walsh, Mayor  
  
Shana D. Ledwing, Clerk-Treasurer