

**2011 - 2012
LABOR AGREEMENT**



CITY OF KENOSHA, WISCONSIN

and



***LOCAL 414,
KENOSHA FIRE FIGHTERS***

***INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS***

TABLE OF CONTENTS

	Page
ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – MANAGEMENT RIGHTS.....	2
ARTICLE 3 – SENIORITY.....	3
ARTICLE 4 – MAINTENANCE OF STANDARDS.....	3
ARTICLE 5 – HOURS OF WORK.....	3
ARTICLE 6 – OVERTIME.....	6
ARTICLE 7 - CALL-IN PAY.....	6
ARTICLE 8 – COMPENSATORY/WORK REDUCTION DAYS.....	10
ARTICLE 9 – HOLIDAYS.....	13
ARTICLE 10 – VACATIONS.....	13
ARTICLE 11 – TIME TRADES.....	18
ARTICLE 12 - WORKING CONDITIONS.....	21
ARTICLE 13 - CLASSIFICATION AND COMPENSATION PLAN.....	22/23
ARTICLE 14 – COST OF LIVING ADJUSTMENT.....	27
ARTICLE 15 – PARAMEDIC PROGRAM.....	29
ARTICLE 16 – EMT PROGRAM.....	34
ARTICLE 17 –HAZARDOUS INCIDENT RESPONSE TEAM (HIRT).....	36
ARTICLE 18 – LONGEVITY.....	36
ARTICLE 19 – PENSION.....	36
ARTICLE 20 – INSURANCE.....	37
ARTICLE 21 - GRIEVANCE PROCEDURE.....	40
ARTICLE 22 - UNION ACTIVITIES.....	42
ARTICLE 23 - EDUCATIONAL BENEFITS.....	44
ARTICLE 24 - LEAVES OF ABSENCE INCLUDING ILLNESS, EMERGENCY, BIRTH DEATH AND EDUCATIONAL LEAVE AND HEALTH LEAVE.....	44
ARTICLE 25 - CLOTHING ALLOWANCE.....	50
ARTICLE 26 - BENEFICIARY'S PAY.....	50
ARTICLE 27 – SAFETY.....	50
ARTICLE 28 - NO OTHER AGREEMENT.....	50

ARTICLE 29 - SAVINGS CLAUSE AND WAIVERS.....51
ARTICLE 30 – ORDINANCES AND RESOLUTIONS.....51
ARTICLE 31 - FAIR LABOR STANDARDS ACT.....51
ARTICLE 32 – PROMOTIONS.....52
ARTICLE 33 - DURATION OF AGREEMENT.....56
APPENDIX A - TUITION AID PROGRAM.....57
APPENDIX B - ATTENDANCE MONITORING & CONTROL POLICY.....60
APPENDIX C - EMS DUE PROCESS RIGHTS.....66
SUPPLEMENT NO. 1.....68
RULES AND REGULATIONS OF THE FIRE DEPARTMENT.....68
MEMORANDUM OF UNDERSTANDING.....81
CROSS STAFFING OF UNITS AT STATION #7.....81
PRODUCTIVITY INCENTIVE PROGRAM FOR FULL-TIME EMPLOYEES OF THE CITY OF
KENOSHA REPRESENTED BY THE IAFF, LOCAL 414.....83
CHEMICAL SCREENING POLICY FOR FIRE DEPARTMENT PERSONNEL..... 84
AREA RESIDENCY MAP.....103
MOU – EMS REFRESHER EDUCATION.....104

2011-2012
LABOR AGREEMENT
CITY OF KENOSHA, WISCONSIN
AND
LOCAL 414, KENOSHA FIRE FIGHTERS
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

THIS AGREEMENT, made and entered into at Kenosha, Wisconsin according to the provisions of 111.70, Wisconsin State Statutes, by and between the City of Kenosha, as a municipal employer, hereinafter called the City, and Local 414 of the International Association of Fire Fighters, AFL – CIO – CLC, hereinafter called the Union.

Both parties to this 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 rates of pay, hours of work, and conditions of employment as well as procedures for reducing potential conflict. Both parties pledge cooperation with this agreement and the wording of this agreement shall be binding on both parties.

ARTICLE 1 – RECOGNITION

1.01 The City recognizes and acknowledges that Local 414, I.A.F.F. Is the authorized representative and sole bargaining agent for the Fire Fighters of the City of Kenosha, excluding the Battalion Chiefs, the Chief of the Kenosha Fire Department, Division Chiefs and Fire Prevention Bureau Inspectors.

1.02 The City agrees to instruct the Chief of the Fire Department or his/her designee to explain this agreement to all new appointees.

1.03 It is mutually agreed that a fair share agreement is hereby created as per the provision of State Statute 111.70(1) (h). The City agrees that it will deduct from the monthly earning of all employees in the bargaining unit the amount of monthly dues certified by the Union as the current dues uniformly requested of all members, and remit said amount to the Union prior to the end of the month for which the deductions were made. Changes in the amount of the dues shall be

certified by the Union thirty (30) days before the effective date of such change. New employees shall become subject to the provisions of this paragraph immediately upon employment.

1.04 The City further recognizes that the bargaining unit is comprised of all employees in the following classifications:

House Captain, Line Captain, Fire Department
Lieutenant, Apparatus Operator and Firefighter

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The management of the City of Kenosha Fire Department and the direction of the employees in the bargaining unit, except as otherwise specifically provided in this agreement, shall be vested exclusively in the City, and shall include, but not be limited to the following:

- A. To determine its general business practices and policies and to utilize personnel, methods and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees in the bargaining unit.
- C. To determine the methods, means and personnel by which and the location where the operations of the City are to be conducted.
- D. To hire, promote and transfer and lay off employees and to make promotions to supervisory position.
- E. To suspend, demote or discharge employees for just cause. Reference to verbal and written discipline more than three years old shall be expunged from all records and files of an employee and shall not be used in the determination of subsequent discipline.
- F. To schedule overtime work as required in the manner most advantageous to the City and consistent with the requirements of the Fire Department and the public interest.

2.02 Nothing in this agreement shall be construed to limit the discretion of the city with regard to matters affecting the public health, safety, or general welfare.

2.03 The Union recognizes its responsibility to cooperate with the City to insure maximum services at minimum cost to the public consonant with its obligation to the employees it represents.

2.04 This agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the provisions of the charter of the City of Kenosha, the laws of the State of Wisconsin, and the Ordinances of the City of Kenosha in effect at the effective date of this agreement.

ARTICLE 3 – SENIORITY

3.01 In reducing employee personnel in the bargaining unit, the last person hired in the department shall be the first person laid off, and the last person laid off shall be the first person recalled. The City will allocate seniority positions to new hires starting their employment on the same day.

ARTICLE 4 – MAINTENANCE OF STANDARDS

4.01 The City agrees that all conditions of employment in the unit of bargaining covered by this agreement relating to wages, hours of work, overtime, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement. As to any item not covered by this agreement, reference may be made by either party to past procedure, departmental policy, City Ordinances or Resolutions, and State Statutes as guidelines in attempting to settle a particular dispute.

ARTICLE 5 – HOURS OF WORK

5.01 Fifty-two point thirty-two (52.32) Hours Per Week Employees.

- A. The workday shall consist of twenty-four (24) hours, beginning at 7:15 A.M. TO 7:15 A.M. the following day.
- B. The workweek shall consist of three (3) platoon system; twenty-four (24) hours on continuous active duty and forty-eight (48) hours off duty.

5.02 On occasion the Fire Chief, or his designee, may deem it necessary to temporarily reassign hours of work for any or all of the three EMS Shift Coordinators for the sole purpose of performing EMS Shift Coordinator duties. This reassignment shall be accomplished by reducing one (1) normal twenty-four (24) hour duty day into three (3) or more duty days of eight (8) hours or less and be consistent with the following:

- A. Each EMS Shift Coordinator shall select which regularly scheduled duty day he/she wishes to have reassigned as long as his/her selected day will not generate overtime for the Fire Department.
- B. Each EMS Shift Coordinator shall select which day(s) he/she will perform his/her EMS Shift Coordinator duties.
- C. Each EMS Shift Coordinator shall have the option of working eight (8) hours, exclusive of the noon lunch period, or any portion of the eight (8) hour day he/she has selected for EMS Coordinator duties.
- D. In the event, at the end of a calendar year, a shift coordinator has accumulated more hours in performance of shift coordinator duties than he/she has in reassigned duty days, the City will have the option of compensating the coordinator at his/her regular hourly rate or carrying said hours into the next calendar year.
- E. In the event, at the end of a calendar year, a shift coordinator has accumulated more hours in reassigned duty days than he/she has in performance of shift coordinator duties, the City will have the option of assigning a day(s) to perform coordinator duties or carrying said hours into the next calendar year. Such reassignment shall not occur during a holiday, nor shall it be mandated immediately before or after a holiday.
- F. The reassignment of duty hours shall not interfere with any coordinators' regularly scheduled leave or shift trades.
- G. Shift coordinators will not be considered off-duty during such reassignments.

5.03 The Kenosha Fire Department will implement Light Duty, at the Fire Chief's discretion, within the following limits:

- A. Only employees with work related injuries/illness will be subject to light duty consideration.
- B. Employees shall not be ordered to report for light duty unless released for such duties by their physician.
- C. Employees will not be required to work light duty on days other than their normal duty day.
- D. Employees will not be assigned to light duty for more than eight (8) hours per day and shall run from 8 a.m. to 5 p.m
- E. Employees on light duty shall receive one fifteen (15) minute break in the morning, one

fifteen (15) minute break in the afternoon and a one (1) hour lunch break to be taken at twelve noon. The lunch break shall not be counted toward the eight (8) hour light duty obligation.

- F. Employees will be assigned jobs consistent with the limitations of their injury/illness and the needs of the Fire Department. Only duties that are incidental to those of the Kenosha Fire Department shall be assigned to employees on light duty.
- G. Employees on light duty shall be released to attend their physician and/or medical appointments.
- H. Employees on light duty will be eligible to accrue and use vacation days, work reduction days and holidays as per the current labor agreement. An employee may have the option of taking his/her accrued vacation day(s) or moving his/her vacation day(s) while performing duties consistent with the Department's Light Duty Policy. If an employee chooses to use a vacation day while on Light Duty, said employee will be charged for one (1) twenty-four (24) hour day of accrued vacation time.
- I. Employees on light duty shall not suffer a reduction in pay or benefits during light duty assignment and shall be eligible for the employee productivity bonus.

5.04 Forty (40) Hour Per Week Employees.

- A. The forty (40) hour work week personnel shall work Monday through Friday from 8:00 A.M. to completion of eight (8) hours per day.
- B. The regular eight (8) hour day will be paid for exclusive of the noon lunch period.

5.05 Administrative activities (defined as activities not associated with response to public service calls), with only those exceptions noted in this contract, will be conducted within the period from 8:00 A.M. to 5:00 P.M. on weekdays. During this period, employees will be allowed one and one half (1-1/2) hours to prepare, consume and clean up after the noon meal.

ARTICLE 6 – OVERTIME

6.01 All overtime worked must be authorized by the commanding officer.

6.02 Fifty-two point thirty-two (52.32) hour employees shall be paid at the rate of time and one-half for all overtime hours worked, regardless of the day of the week the overtime is worked.

6.03 Fifty-two point thirty-two (52.32) hour employees who remain on duty at the end of their regular work day at the direction of their commanding officer shall be paid overtime for all time worked after 7:15 A.M. rounded off to the next one half hour.

6.04 Notwithstanding section 6.03, personnel authorized to work under this Article shall receive a minimum of three (3) hours pay at time and one half. In the event management determines that the need for overtime has ended before the employee has worked three (3) hours, the employee will have the option to remain at work for the remainder of the three (3) hours, or to leave work when the need for overtime ends. Employees who elect to leave before they have worked the three (3) hour minimum will be paid only for time worked, rounded off to the next one half hour. Hours worked in excess of three (3) hours will be rounded off to the next one half hour. This section shall not apply to Paramedics and Hazardous Incident Response Team (HIRT) members when training or re-training for certification for those special assignments or for employees attending Department authorized meetings.

6.05 All 40 hour employees shall be paid at the rate of time and one-half for all overtime hours worked on days Monday through Saturday and the rate of double time for all overtime hours worked on Sundays or holidays.

ARTICLE 7 - CALL-IN PAY

7.01 Any Fifty-two point thirty-two (52.32) hour employee called in for emergency work under this Article shall be guaranteed a minimum of three hours pay at time and one-half, regardless of the day of the week the call-in occurs, provided they remain at work for the entire three (3) hours. In the event management determines that the need for overtime has ended before the employee

has worked three (3) hours, the employee will have the option to remain at work for the remainder of the three (3) hours, or to leave work when the need for overtime ends. Employees who elect to leave before they have worked the three (3) hour minimum will be paid only for time worked, rounded off to the next one half hour. Hours worked in excess of three (3) hours will be rounded off to the next one half hour. This section shall not apply to Paramedics and Hazardous Incident Response Team (HIRT) members when training or re-training for certification for those special assignments or for employees attending Department authorized meetings.

7.02 Any 40 hour employee called in for emergency work shall be guaranteed a minimum of two hours pay at the appropriate premium rate (see Section 6.05). This section shall not apply to Paramedics and Hazardous Incident Response Team (HIRT) members when training or re-training for certification for those special assignments.

7.03 These provisions of Section 7.01 and 7.02 shall not apply when the work is prior to and continuous with the regular work day.

7.04 Employees called in for meetings shall be paid overtime for all hours worked rounded off to the next one-half hour, but with no minimum guarantee.

7.05 Off-duty employees will be called in at one and one-half times the straight time top step Fire Fighter rate whenever the Fire Chief determines a need exists or when less than three men/women are assigned to in-service fire apparatus.

7.06 For non-emergency call-in, the presently established "call-in list" and the presently established "call-in list for less than 24 hours" shall be used. The Fire Chief or his/her designee shall record the name of each bargaining unit employee on a list. The names of probationary firefighters shall be placed at the bottom of the list when they have completed Basic Recruit Training. Probationary employees may participate in any available overtime work in accordance with Article 7 unless a written exception is provided to the Union by the Fire Chief. The list shall reflect overtime worked, overtime refused and dates thereof. The on-duty person whose name is nearest the top of the list shall be called first for overtime on the following shift. If unavailable for overtime

duty, the on-duty person whose name is next nearest the top of the list shall be called. When all on-duty personnel have been contacted, the off-duty person whose name is nearest the top of the list shall be called. If unavailable for overtime duty, the off-duty person whose name is next nearest the top of the list shall be called.

The name of an employee who works or refuses overtime shall be moved to the bottom of the list. If an employee is unavailable because he/she cannot be reached, his/her name shall not be moved to the bottom of the list. An employee who refuses overtime on the day of, two days before or two days after a work reduction day, vacation day or 24 hour previously approved trade shall not be moved to the bottom of the list. An employee who refuses overtime on the day he/she has a previously approved trade of less than 24 hours shall not be moved to the bottom of the list.

Where the overtime vacancy requires special skills, (i.e., paramedic, EMT, Haz-Mat, officer) which cannot be met by "bumping-up," the Fire Chief or his/her designee shall apply the above procedure and "skip over" those employees who do not have the required skill. A notation shall be made to the list to reflect special skill hiring.

The Union has the right to audit the file. The Union reserves the right to equalize 24 hour overtime opportunities by a mutually agreed upon procedure.

The Fire Chief or his/her designee shall post a weekly list of names of the employees on the "24 hour call-in list".

7.07 For holiday call-in, a special holiday call-in list shall be used. A separate list shall be developed for each holiday. The list for sign-up for holiday overtime shall be normally posted four (4) weeks prior to the holiday for a three (3) week period. The final holiday overtime list will normally be posted one (1) week prior to the holiday. The Special Holiday Posting process will involve a total of a four (4) week period from the initial posting of the Special Holiday to the actual Holiday.

All employees who have completed their Basic Recruit Training may volunteer for holiday overtime work by signing onto the special holiday call-in list except those employees on vacation or work reduction time on that holiday.

Volunteers will be ranked according to seniority. The highest seniority volunteer that meets the certification requirements needed will be asked to work first. If not available, the next highest seniority volunteer that meets the certification requirements will be asked until a volunteer is

obtained. Employees may work a maximum of three (3) holiday overtime days per year. Holiday overtime work will be assigned at the lowest certification level possible. Station Officers may bump up station personnel on duty to a higher classification or certification level subject to the approval of the Battalion Chief and the consent of the employee to be bumped up. The current holidays are listed below. Holidays may be changed by mutual consent.

- January 1
- Martin Luther King Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Years Eve Day

7.08 In the interest of achieving a more consistent staffing of the Special Event Response Units, the Union and the City agree to the following:

- A. For each Special Event, a Special Event call in list shall be used. The list for sign up for the Special Event overtime shall be normally posted four (4) weeks prior to the Special Event for three (3) weeks. The final Special Event overtime list will normally be posted one (1) week prior to the Special Event. All employees who have completed their Basic Recruit Training may volunteer for the Special event call in list except those employees on vacation, work reduction or holiday on that Special Event day. Volunteers will be ranked according to seniority. The highest seniority volunteer that meets the certification requirements needed will be asked to work first. If not available, the next highest seniority volunteer that meets the certification requirements will be asked until a volunteer is obtained. Employees may work a maximum of three (3) Special Event overtime days per year.
- B. In the case when the Special Event falls on a holiday, (i.e. July Forth) the Department Holiday overtime sign up list will take precedence. If paramedics are unobtainable, then the manpower will be taken from the Special Event sign up list as stated above.
- C. In the event of inadequate staffing for the Special Event, the least senior on duty paramedic

or EMT will man the Special Event Response Unit, and an individual off of the "less than 24 hour overtime" call in list will fill their position.

- D. The Special Event Response Unit (carts) will be manned by two (2) Kenosha Fire Department paramedics.
- E.. Two (2) Kenosha Fire Department paramedics and one (1) EMT will man ALS Units needed at Special Events.

7.09 Any employee who, on his or her day off, is required by subpoena to testify in court on a matter which is directly related to the performance of that employee's duty for the Fire Department, shall be entitled to the call-in pay provided for in Section 7.01. The employee may elect to retain the call-in pay and turn in any fee or expense money to the City Treasurer, or the employee may refuse the call-in pay and accept any fees or expense money to which he or she is entitled.

7.10 Circumstances of an emergency incident necessitating the recall of personnel to mitigate the emergency shall be considered mandatory overtime. Personnel who are contacted directly at the fire scene or through the number provided to the Fire Department must respond to the call unless they have a valid reason not to do so. The Fire Chief shall determine if an excuse is justifiable or unjustifiable. Disputes as to whether an individual's failure to report is justified or unjustified will be subject to the grievance procedure of Article 21 of this Agreement and such decision shall be binding on the Fire Chief, employee and Union in any subsequent proceeding held before the Police and Fire Commission.

ARTICLE 8 – COMPENSATORY/WORK REDUCTION DAYS

8.01 Each fifty-two point thirty-two (52.32) employee, subject to this agreement, shall receive seven (7) compensatory days in lieu of holidays.

- A. One compensatory day may be added to vacations and may be taken during prime time if manpower is available.
- B. Compensatory days may be taken prior to assigned cycles provided that any employee who leaves the service would have his/her compensatory days pro-rated based on the normal cycle.

C. Compensatory days will be picked by lot for each cycle, on each shift, for each station.

8.02 Effective January 1, 1996, all seven (7) of the current compensatory days will be converted to work reduction days. One (1) additional work reduction day will be added to the seven converted above for a total of eight (8) work reduction days. Consistent with the requirements of Section 31.02 (A), six (6) of the new work reduction days will be taken in the same manner compensatory days are now taken. The remaining two (2) will be taken as if they were vacation days.

Effective January 1, 2001 Vacation and Work Reduction Days will be subject to the following guidelines:

- A. Work Reduction Days will be picked by lot for each cycle, on each shift, for each station.
- B. Any trading or exchanging of work reduction days shall be handled by the Fire Officer in charge of the shift.
- C. Department-wide there shall be no more than nine (9) personnel off duty on any given day because of a work reduction day or a vacation day when applied for on form P-445. After the deadline for form P-445 has past, any requests or changes for time off will be granted unless overtime is incurred. The granting of a request for time off may not result in there being more than eight (8) personnel off duty for any reason including long term sick leave and unfilled personnel vacancies. This count of eight (8) does not include granted department leave or personnel replacing a Battalion Chief.

This proposal is for the term of January 1, 2010 to and including December 31, 2010, after which, will return to language in the 2007-2009 CBA.

- D. Work Reduction Day #5 and #6 are floating days and are not scheduled in any cycle or vacation period. Day #5 must be used as the first day of any alternate vacation selection and #6 before the 7th work reduction day cycle begins.
- E. In case of transfers, the department will honor only those work reduction day selections that are received in the office according to the above guidelines.

8.04 Effective when a new crew is added to station #7, change 8.03 D. to read as follows:

- A. No more than two (2) personnel shall be off duty because of a work reduction day or 000 vacation day on any given day in any Fire Station. For the purpose of selecting days off Station #1 and Station #6 will be considered the same station and Station #7 and Station

#2 will be considered the same station. No more than two (2) persons (for a total of 4 persons), in aggregate, will be allowed off at these combined stations.

Effective when a new crew is added to station #7, change 8.03 E. to read as follows:

B. To allow use of an alternate vacation at Stations #1, #2, #6 and #7 and also to allow one employee on a work reduction day, personnel assigned to Station #1 and Station #6 will be treated as though they were located in the same station and personnel assigned to Station #7 and Station #2 will be treated as though they were located in the same station. They will follow the same guidelines as other stations with two or more crews housed in them. This will require the officers in those stations to always communicate with each other before selecting work reduction days or vacation days.

8.05 Reduction Cycles will be assigned as follows:

- Work Reduction Day #1 January 2 thru January 25
- Work Reduction Day #2 January 26 thru February 18
- Work Reduction Day #3 February 19 thru March 17
- Work Reduction Day #4 March 18 thru April 13
- Work Reduction Day #5 & 6 Floating days; see 8.02 (D)
- Work Reduction Day #7 October 29 thru November 30
- Work Reduction Day #8 Dec 1 thru January 2, 2011

NOTE: For the purposes of equalizing annual leaves the Fire Chief will adjust the dates and/or durations of these cycles yearly.

8.06 Each forty (40) hour employee shall receive the following regular holidays as they occur throughout the year: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. If a holiday falls on a Saturday, each shall receive the Friday before. If a holiday falls on a Sunday, each shall receive the Monday after. If Christmas Eve Day and New Year's Eve Day fall on a Sunday, they will be celebrated on the following Tuesday. If Christmas Day or New Years Day fall on a Saturday, they shall be celebrated on the preceding Thursday.

Each 40 hour employee shall be eligible for two floating holidays per year in addition to the above holidays. Such floating holidays may be used at such time as may be approved by the Fire Chief or his designate consistent with the needs of the department.

ARTICLE 9 – HOLIDAYS

9.01 All employees will be entitled to three (3) holidays per year. Said holidays will be earned at the rate of one (1) each for the periods of January through April, May through August and September through December. Effective January 1, 2005, all employees will be entitled to four (4) Holidays per year. Said Holidays will be earned at the rate of one (1) each for the periods of January through March, April through June, July through September and October through December. Employees must be employed through the entire period to be eligible for each Holiday. Employees may schedule holidays only after other scheduled time off is received in the Fire Chief's office. The Fire Chief, or his/her designate, will approve requests for holidays on a first come/first served basis so long as the scheduling of holidays does not create a need for overtime under Section 7.05 of the agreement. Once approved, the scheduling of holidays shall not be rescinded except at the request of the employee with twenty-four (24) hours notice to and approval of the Fire Chiefs office, consistent with the current practice.

Holidays not scheduled by November 30 of each year shall be bought back by the City at eighty-five percent (85%) of the daily rate for top step Firefighter. Effective January 1, 2005, Holidays not scheduled by November 30 of each year shall be bought back by the City at one hundred percent (100%) of the daily rate for top step Firefighter. Payment shall be received no later than December 31st of each year. Time scheduled to be taken after November 15th shall be locked in and cannot be changed.

ARTICLE 10 – VACATIONS

10.01

- A. All new employees of the Fire Department shall receive one (1) day of vacation for every three (3) months of employment during their first (1st) calendar year of employment.
- B. In the second (2nd) through the fifteenth (15) calendar year of service, employees shall be eligible for nine (9) working days of vacation which shall be earned at a rate of three-quarters (3/4) working day for each month of service. Employees must work the majority of the scheduled work days in the month to be eligible for such accrual. For purposes of interpreting this section, time paid for will be considered time worked.

- C. In the sixteenth (16th) through the twenty-fifth (25th) calendar year of service, employees shall be eligible for ten (10) working days of vacation which shall be earned at a rate of one (1) day per month for January, March, May, June, July, August, September and November. In addition, vacation shall be earned at a rate of one-half (1/2) working day per month for the months of February, April, October and December. Employees must work the majority of the scheduled work days in the month to be eligible for such accrual. For purposes of interpreting this section, time paid for will be considered time worked.
- D. In the twenty-sixth (26th) calendar year of service, employees shall be eligible for eleven (11) working days of vacation, which shall be earned at a rate of one (1) day per month except for September for which there shall be no accrual. Employees must work the majority of the scheduled work days in the month to be eligible for such accrual. For purposes of interpreting this section, time paid for will be considered time worked.
- E. Vacations are to be run on a regular rotation basis unless personnel are promoted to a higher classification.

10.02 Effective January 1, 2001 Vacation and Work Reduction Days will be subject to the following guidelines:

- A. Assigned vacation periods will be from mid April until the end of October as determined by the Fire Chief.
- B. No more than two (2) persons shall be off duty because of a vacation day or work reduction day on any given day in any fire station except for the purpose of selecting days off, Stations #2, #6 and #7 will be considered the same station and no more than two (2) persons, in aggregate, will be allowed off among these stations.
- C. Only one fire officer is allowed off on a work reduction day or alternate vacation day in any station on any given day. One exception will be when there are eight (8) or more officers on duty. Additional officers will be allowed off as long as a minimum of seven (7) officers are scheduled to be on duty department wide. The other exception for allowing more than one officer off duty per station will be (as long as 10.02B is followed) that if the department must already hire overtime and allowing another officer time off duty does not exceed 9 personnel off duty (as per 8.03), then this exception will be granted with his replacement being hired from the 24 hour overtime list.

This proposal is for the term of January 1, 2010 to and including December 31, 2010, after which, will return to language in the 2007-2009 CBA. Selection for these exception days will follow this procedure.

1. File written request to the office before the 20-day period the date the work reduction day list is required to be sent in. Fire Administration will respond to this request before the date the work reduction day list is required to be sent in.
 2. If more officers request a given day than can be allowed off, a drawing will be held on the day preceding the date the work reduction day list is required to be sent in.
 3. After the work reduction day cycle starts, any days wanted will be on a first come basis until the minimum of six (6) is reached.
- D. It will be the responsibility of the shift officers to monitor trades so as not to allow the rescue squads to be staffed with other than EMT personnel.
- E. Selection of alternate vacations are to be held between March 15 and March 31. Exceptions will be to allow selection of any alternate vacation time wanted during the month of January. Selection of a full alternate vacation shall have priority over a lesser number of days. (Five days will have priority over four days or less, etc.) After March 31, selection of any alternate vacation days not already selected can be on a first come, first served basis.
- F. Trading of assigned vacation period within the shift shall be permitted by the shift commander provided the trade does not conflict with the assignment of personnel to duties that they can perform.
- G. When an assigned vacation period has been vacated, it shall be posted for a period of ten (10) days. Should more than one person desire the vacated period, it shall be decided by lot. Larger amounts of days shall prevail over lesser number of days applicable.
- H. In the case of a temporary transfer, the person being transferred will still be carried at the station he is permanently assigned to for purposes of vacation and work reduction days. His selected or assigned days will not be open for others to use while he is on a temporary transfer.
- I. No work reduction day, holiday or vacation days may be carried over to the succeeding year.
- J. Any alternate vacation taken that includes Thanksgiving Day, December 24, December 25

or December 31, will have the following stipulation. Once the alternate vacation (if it includes any of the above Holidays) is approved and finalized, should that person want to change the dates of any of the alternate vacation days the first day he must vacate is the Holiday.

- K. Once any number of alternate vacation days has been selected they cannot be changed unless written approval is granted by the office of the Fire Chief.
- L. All new employees shall receive vacation days subject to the labor agreement. They will be assigned a vacation period based on the vacation guidelines. Open days during their assigned period will follow Rule "G" of the guidelines.
- M. Selection of an alternate vacation in a station that houses more personnel than there are duty days in a particular work reduction day cycle (Sta#4), will have to allow room for all the work reduction day selections to be made within the assigned work reduction day cycle.
- N. For stations having four (4) or more Paramedics assigned on a shift, two paramedics shall be allowed off duty on work reduction or vacation per day, per station.

10.03 Effective when a new crew is added to station #7, change 10.02 B. to read as follows:

- A. No more than two (2) persons shall be off duty because of a vacation day or work reduction day on any given day in any fire station. For the purpose of selecting days off Station #1 and Station #6 will be considered the same station and Station #7 and Station #2 will be considered the same station. No more than two (2) persons (for a total of 4 persons), in aggregate, will be allowed off at these combined stations.

10.04 Effective January 1, 2010 for the purposes of assigned annual leaves (vacations), the following chart shall be applied:

Assignment of Single Pick Periods 2010

Dec.	Group
16	4
17	5
18	7
19	7
20	4
21	4
22	5
23	5
24	7
25	7
26	7
27	5
28	4
29	4
30	4
31	5

Cycle	Assigned Position	Time period	Pick Group
V1	AO-E2, FF2-E3, OFF-M4, FF1-E4	4/14-4/28	7
	OFF-T4, OFF-E5, FF1-M5, AO-M7	4/29-5/16	3
V2	FF1-E2, AO-E3, FF1-M3, OFF-E4	5/17-5/31	7
	FF1-E5, AO-M5, AO-E6, OFF-T7	6/1-6/18	4
V3	OFF-E2, OFF-E3, FF2-M3, AO-M4	6/19-7/6	5
	FF2-T4, FF2-M5, OFF-M7, FF3-T7	7/7-7/21	4
V4	AO-M3, OFF-T3, AO-E4, FF2-M4	7/22-8/8	2
	OFF-M5, FF1-E6, AO-T7, FF2-T7	8/9-8/23	5
V5	OFF-M3, AO-T3, FF2-T3, FF1-M4	8/24-9/10	3
	FF1-T4, FF1-M7, FF1-T7	9/11-9/25	2
V6	FF1-E3, FF1-T3, FF2-E4, AO-T4	9/26-10/13	7
	AO-E5, FF2-E5, OFF-E6, FF2-M7	10/14-10/28	4
WR7		10/29-11/15	2
		11/16-11/30	3
WR8		12/1-12/15	5
	See chart on left	12/16-12/31	Chart

- 2 is E2, E6, T4
- 3 is M3, E3, T3(Off, FF1)
- 4 is M4, E4, T3(FF2)
- 5 is M5, E5, T3(AO)
- 7 is M7, T7

Periods	Due Date
WR1 - 1/2/10 - 1/25/10	12/13/2009
WR2 - 1/26/10 - 2/18/10	1/6/2010
WR3 - 2/19/10 - 3/17/10	1/31/2010
WR4 - 3/18/10 - 4/13/10	2/27/2010
V1 - 4/14/10 - 5/16/10	3/26/2010
V2 - 5/17/10 - 6/18/10	4/28/2010
V3 - 6/19/10 - 7/21/10	5/31/2010
V4 - 7/22/10 - 8/23/10	7/2/2010
V5 - 8/24/10 - 9/25/10	8/4/2010
V6 - 9/26/10 - 10/28/10	9/6/2010
WR7 - 10/29/10 - 11/30/10	10/9/2010
WR8 - 12/1/10 - 1/2/11	11/10/2010

When any pick group(s) allowed two personnel off has only one person off on any day, the pick group that has the single pick, may request that day by email to the BC. The email needs to be sent to the BC's office by their shift day immediately following the cycle due date.

NOTE: For the purposes of equalizing annual leaves the Fire Chief will adjust the dates and/or duration of these cycles yearly.

10.05 Forty (40) Hour Per Week Employees. Forty (40) hour employees shall earn and receive vacation in accordance with the following schedule:

<u>Calendar Year of Service</u>	<u>Working Days of Vacation Per Year</u>	<u>How Earned & Accumulated</u>
In the first (1 st) year		Two (2) days of vacation for every three (3) months of employment.
Second (2 nd) through ninth (9 th)	15	One (1) day per month except two (2) days per month for April, August and December.
Tenth (10 th) through nineteenth (19 th)	17	One and one-half (1-1/2) days per month except one (1) day per month for April and August.
Twentieth (20 th) through twenty-fourth (24 th)	20	One and one-half (1-1/2) days per month except two (2) days per month for March, June, September and December.
Twenty-fifth (25 th) and subsequent	25	Two (2) days per month except two and one-half (2-1/2) days per month for April and August.

Employees must work the majority of scheduled workdays in the month to be eligible for such accrual. For purposes of interpreting this section, time paid for will be considered time worked.

10.06 On January 1, for each year, employees shall be credited with their full annual leave accumulation for that year based upon their anniversary date and the accumulation schedule above. It is mutually understood and agreed that such accumulation is an advance credit and any employee who leaves the service of the City during a year for any reason shall have his or her vacation accumulation prorated for the year and is liable to pay the City for any leave time taken in excess of the prorated amount. The City is authorized to deduct such amount from the employee's last paycheck.

ARTICLE 11 – TIME TRADES

11.01 All requests for time trades shall be honored subject to the following restrictions:

- A. Officers (Lieutenants and Captains) shall make trades with other officers only.
- B. Other trades shall be made within classification except that Apparatus Operators may trade

with Firefighters, subject to officers' approval.

- C. Officers shall make sure of their staffing requirements before approving trades.
- D. Trades shall be made within the members' assigned station.
- E. If a member is unable to trade with another member within the same station, the member will be allowed to trade with a member outside of the assigned station, provided the officer of the station the member is going to approves the trade. Acting officers may not approve trades.
- F. When a person goes on sick leave, all previously recorded trades will remain active. This cuts both ways. If you are scheduled to work for someone who goes on sick leave, you must report for work on the day the trade is scheduled. On the other hand, if someone is scheduled to work for you and that person goes on sick leave, the trade will be honored. Employees may not cancel previously recorded trades after they become aware that they will be on sick leave.
- G. During the months of January, February, March and/or April, the Fire Chief may conduct organized modular training (OMT). The Fire Chief shall have sole discretion to impose trade restrictions during OMT. If OMT is held with trade restrictions, the following conditions shall apply:
 - 1. An OMT schedule for the months restricted will be posted in all stations prior to December 1 of the preceding year.
 - 2. Personnel may continue to trade, however, those who trade outside of their training module and miss OMT hours essential to certification must make up the training on their own time.
 - 3. Work reduction days normally scheduled to be taken during these months may, at the option of the individual employee and consistent with the current leave policy in effect, be taken at a later time in the year as follows:
 - a. If OMT is scheduled in one of the above months, Work Reduction Day 1 may be postponed up to December 31.
 - b. If OMT is scheduled in two of the above months, Work Reduction Day 1 may be postponed up to December 31; and Work Reduction Day 2 may be postponed up to November 1.
 - c. If OMT is scheduled in three of the above months, Work Reduction Day 1

may be postponed up to December 31; Work Reduction Day 2 may be postponed up to November 1 and Work Reduction Day 3 may be postponed up to October 1.

d. If OMT is scheduled in all of the above months, Work Reduction Day 1 may be postponed up to December 31; Work Reduction Day 2 may be postponed up to November 1; Work Reduction Day 3 may be postponed up to October 1 and Work Reduction Day 4 may be postponed up to October 1. If this option is exercised, these postponed work reduction days will be treated as vacation days, but must be used before any regular vacation days.

4. Emergency leave shall be granted consistent with the terms and conditions set forth in Article 24 of the current labor agreement.
5. Unless otherwise specified herein, elsewhere in this agreement or otherwise agreed to by the Fire Chief and the Union President, personnel who attend off-duty EMT certification required training, including CPR, shall receive overtime compensation. Such overtime shall be approved by the Fire Chief or his/her designee. Approval shall not be arbitrarily or capriciously withheld.

H. Any employee who begins his/her post conviction incarceration on or after January 1, 1999 shall not have trading privileges during the period of such incarceration. Effective immediately, employees serving post conviction incarceration sentences which preclude them from working their scheduled workday at the Fire Department may request use of accrued vacation, work reduction days or holidays during such incarceration. The City may approve such requests. However, the City reserves the right to make a lump sum payment for accrued but unused vacation, work reduction days or holidays to employees serving post conviction incarceration.

The parties understand and agree that the final determination on the level of discipline to be given to department employees for conviction of crimes resulting in conviction and subsequent incarceration as well as absence without leave resulting from conviction and subsequent incarceration rests solely with the Fire Chief. Such determination is subject to established appeal procedures.

11.02 Except as otherwise provided in this agreement, the department shall not require off-duty training.

11.03 Nothing in this article is intended to impair the Fire Chief's discretion to conduct training, OMT or otherwise, during any calendar month in which trading restrictions are not imposed. Such discretion will be exercised consistent with other provisions of this agreement. Nor shall this Article be construed to limit the discretion of the Fire Chief with regard to matters affecting the public health, safety or general welfare.

11.04 In the event that during the term of this agreement any agency or organization other than the City of Kenosha requires additional training for any bargaining unit personnel, this agreement may be reopened at the option of the City for the purpose of negotiating revision to Article 11. In the event the parties are unable to reach agreement on proposed revisions, the dispute will be subject to interest arbitration during the term of this agreement pursuant to Section 111.77 Wisconsin Statutes.

ARTICLE 12 - WORKING CONDITIONS

12.01 Major wall washing shall not be done by fire fighters. Major wall washing is defined to include all the walls in the fire stations including the ceilings, trim, lights and windows. The men/women in each fire station agree to wash the walls twice a year in the kitchen and dining areas only. Nothing contained herein shall prevent washing station windows by fire fighters on a normal scheduled basis.

12.02 Fire fighters shall not be assigned to refinish furniture.

12.03 Lawn maintenance at any fire station by any employee subject to this contract shall not be mandatory.

12.04 Fire fighters shall not be required to maintain the Fire Chief's Office, the Battalion Chief's Office, or the Fire Inspection Bureau.

12.05 There shall be no formal training conducted on Saturday, Sunday or holidays.

12.06 "In-station" training shall be performed before 5:00 P.M. and not on Saturdays, Sundays or Holidays.

12.07 Fire Inspections shall follow a rotation basis wherever possible in all fire stations.

The officer in charge of inspections shall keep a record of said rotation schedule.

12.08 The Kenosha Fire Department Fire Prevention Bureau will use the following to implement Fire Prevention and Public Relations programs:

- A. Line personnel will be informed by the FPB (by phone or E-mail) that volunteers are needed at a certain time for a FPB program, whatever it may be.
- B. It is up to the officer on that shift, to which the request is made, to respond to the FPB (by phone or e-mail) in a timely manner as to whether the appointment can be kept or not so that plans for the request can be carried forward.
- C. If the request to volunteer for an assignment is approved, the officer in charge of the crew who volunteered will be responsible for any communication to the crew involved as to day, time, place, event, etc.
- D. If no volunteers can be found for the specific need of the FPB throughout the department, personnel will then be ordered to participate in the scheduled program.
- E. Kenosha Fire Department Fire Prevention Bureau Programs at time involve the use of the Sparky costume. Kenosha Fire Department personnel will only wear the Sparky costume on a voluntary basis.
- F. The Kenosha Fire Department Fire Prevention Bureau at times schedules after-hours (1700 Hours) appearances or programs and needs personnel to fill these requests. These after-hours requests will be assigned and carried out on a volunteer basis only.
- G. Vacation Days, Work Reduction Days or Holidays (or other time off) will take precedent over scheduling employees to staff Public Relations Programs.

12.09 The City agrees that Union members shall not be charged for any loss or damage of City-owned property unless clear proof of malice is shown.

ARTICLE 13 - CLASSIFICATION AND COMPENSATION PLAN

13.01 New employees shall serve a probationary period of 121 days worked. This may be extended by mutual agreement of the City and the Union. Probationary employees may be discharged or disciplined at the discretion of the Chief or his representative without recourse to any grievance or

appeal procedure. Employees who do not obtain or maintain their EMT certification in accordance with departmental requirements will be considered to have resigned effective the date in which they are in violation of such requirements.

13.02 COMPENSATION PLAN

(It is agreed that the ATB raise for the 2010 agreement shall be 0%)

Effective Dates are January 1st of each year.

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
2011 House Capt.	6033	6181	6301	6490	6682
2012	6154	6305	6427	6620	6816

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
2011 Line Capt.	5676	5887	6002	6182	6364
2012	5790	6005	6122	6306	6491

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
2011 Lieutenant	5215	5463	5568	5735	5904
2012	5319	5572	5679	5850	6022

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
2011 Apparatus Opr.	5019	5119	5274	5429
2012	5119	5221	5379	5538

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
2011 Firefighter	3466	3797	4131	4464	4795	4890	5033	5182
2012	3535	3873	4214	4553	4891	4988	5134	5286

NOTE:

- A. Upon successful completion of paramedic training, paramedic certification and participation in the department's Paramedic Program, Paramedics shall receive an additional monthly payment equal to six percent (6%) of the current rate for the top step of the Firefighter classification indicated in Article 13 and including EMT pay. Beginning on December 31, 2010 upon completion of 10 years of participation in the Paramedic Program (as

defined in article 15), Paramedics will receive an additional one percent (1%) of the current rate for the top step firefighter classification indicated in Article 13. Upon completion of 20 years of participation in the Paramedic Program, Paramedics will receive an additional one percent (1%) of the current rate for the top step firefighter classification indicated in Article 13. Therefore, a paramedic with 10 years of service to the Paramedic program will receive 7% of the current rate for top step firefighter classification and a paramedic with 20 years service to the paramedic program will receive 8% of the current rate for top step firefighter classification. This shall apply only to employees assigned to Engine, Truck or Rescue Squad/Ambulance Companies. In the event a Paramedic ceases to participate in the Paramedic Program at any time during the month, this premium pay shall be prorated for the time the employee spent in the program.

- B. Paramedics acting as preceptors shall receive an additional \$1.00/hr. when training paramedic trainees who are not current City employees for each full hour of such assignment when such paramedic trainee is present for training. No payments shall be made to such employees acting as preceptors for current City employees. The Fire Chief shall have sole discretion over assignment of paramedics as preceptors and the duration of such assignments.
- C. HIRT members on the HIRT list shall receive an additional monthly payment equal to two percent (2%) of the current rate for the top step of the Firefighter classification indicated in Article 13.

In the event a HIRT member ceases to participate in the HIRT program at any time during the month, this premium pay shall be prorated for the time the employee spent in the program.

When the HIRT Coordinator Special Assignment is assigned to a bargaining unit employee, such employee shall receive an additional monthly payment equal to three percent (3%) of the current rate for the top step Firefighter classification indicated in Article 13 in addition to the HIRT regular premium for team members. After one year of service, this monthly payment shall equal four percent (4%). After two years of service, this monthly payment shall equal five percent (5%).

In the event the HIRT Coordinator ceases to function in that capacity at any time during the month, this additional monthly payment shall be prorated for the time the employee spent in the program. The HIRT Coordinator may be removed from this assignment at any time at the discretion of the Fire Chief after thirty (30) calendar days notice.

13.03 A firefighter initially hired at Step A will remain in Step A until one (1) year of service is completed. He/she will then move to Step B. Upon completion of one (1) year in Step B, he/she will advance to Step C. Upon completion of one (1) year in Step C, he/she will advance to Step D. Upon completion of one (1) year in Step D, he/she will advance to Step E. Upon completion of one (1) year in Step E, he/she will advance to Step F. Upon completion of one (1) year in Step F, he/she will advance to Step G. Upon completion of one (1) year in Step G, he/she will advance to Step H. A firefighter initially hired at Step B shall remain in Step B until two (2) years of service are completed. He/she shall subsequently advance through the pay range as indicated above. A firefighter initially hired at Step C shall remain in Step C until three (3) years of service are completed. He/she shall subsequently advance through the pay range as indicated above.

13.04 An employee appointed or promoted to a rank higher than Firefighter will receive a salary increase to whichever step in the new rank is next above the employee's current salary. After ninety (90) days, the employee will advance to the next step in the salary range. After serving for twelve (12) months in that step, the employee will be eligible for the next step in the salary range. Subsequent steps, if any, will be achieved in twelve (12) month intervals until the maximum of the pay range has been achieved.

13.05 Any employee, including Paramedics effective January 1, 2001 assigned to and actually working on rescue squad duty for more than twelve (12) hours during a duty day shall receive an additional \$10.00 for such day. In the case of two employees assigned to and actually working twelve (12) hours each on rescue squad duty in the same duty day, then each employee shall receive an additional \$5.00 for the day.

13.06 Any Fire Fighter below the classification of Lieutenant who has fifteen (15) years or more of service shall be paid an additional amount of fifteen (\$15.00) dollars per month. Effective January 1, 2001 any Apparatus Operator below the classification of Lieutenant who has fifteen (15) years or more of service shall be paid an additional amount of twenty-five (\$25.00) dollars per month.

13.07 Effective December 31, 2003, the following shall be applied to any employee working out of their classification:

Any Fire Fighter temporarily assigned to perform the duties of Apparatus Operator shall be paid an additional five percent (5%) of top step Fire Fighter rate as per Section 13.02 of this agreement. Any Fire Fighter assigned to perform the duties of Lieutenant shall be paid an additional nine percent (9%) of top step Fire Fighter rate as per Section 13.02 of this agreement. Any Apparatus Operator temporarily assigned to perform the duties of Lieutenant shall be paid an additional five percent (5%) of top step Apparatus Operator rate as per Section 13.02 of this agreement. No employee will be assigned to a rank or rate of pay that is less than his/her regular classification or salary.

In the event of the absence of a Line Captain or House Captain for more than 30 consecutive calendar days, the Lieutenant(s) designated by the Fire Chief as the Officer in-charge during that absence shall be compensated an additional four percent (4%) of the top step Lieutenant rate as per Section 13.02 of this agreement. Such pay shall be retroactive to the first day of the Captain's absence.

In the event of the absence of an Battalion Chief, and a Captain on duty during that absence is temporarily assigned to perform the duties of the Battalion Chief, that Captain shall be paid an additional \$1.00 per hour for such assignment.

For the purpose of this section, persons working in another classification as a result of voluntary time trading by two employees will not be entitled to additional compensation under this section.

13.08 EMS Shift Coordinators will receive an amount equal to 2% of the top step FireFighter rate in addition to all other compensation to which they may otherwise be entitled.

Subject to Section 5.02, it is agreed that where possible, EMS Shift Coordinators shall perform their duties during the normal duty day while on a twenty-four (24) hour shift. The parties agree that, at the Fire Chief's discretion, EMS Shift Coordinators may be released from their assignments to fulfill their coordinator duties. If such release creates a staffing shortage, employees shall be called back, under Sections 7.01 and 7.06, to fill the vacancy created by the EMS Shift Coordinator.

It is agreed that there will be no overtime pay for the performance of EMS Shift Coordinator duties on off duty hours unless required by the FLSA or where the performance of EMS Shift Coordinator

duties on the coordinator's normal twenty-four (24) hour shift is not possible.

In the event an EMS Shift Coordinator ceases to function in that capacity at any time during the month, this additional monthly payment shall be prorated for the time the employee spent in the program. An EMS Shift Coordinator may be removed from this assignment at any time at the discretion of the Fire Chief after thirty (30) calendar days notice.

13.09 Employees assigned to act as Station Inspection Officers shall receive an additional payment of \$12 per month.

13.10 The Fire Chief may appoint a represented or non-represented employee to function as a Breathing Protection Specialist. The Breathing Protection Specialist may be removed from this appointment at any time at the discretion of the Fire Chief after a thirty (30) calendar day notice. Any employee so assigned shall receive an additional monthly payment equal to two percent (2%) of the current rate for the top step of the firefighter classification indicated in the labor agreement. In the event the Breathing Protection Specialist ceases this special assignment at anytime during the month, this premium pay shall be prorated.

13.11 Effective January 1, 2001, or as soon as possible thereafter, the City will institute a direct deposit system for all Kenosha Fire Department employees subject to the following:

- A. Each payday each employee's pay will be deposited into a savings or checking account that is accessible to the AUTOMATIC CLEARING HOUSE.
- B. The entire pay to which an employee is entitled is deposited each payday. The AUTOMATIC CLEARING HOUSE will disburse all deductions to the appropriate locations. All deductions now made for employees will be available under direct deposit.
- C. Each payday employees will receive an "advise notice" which will contain the same information that the check stub provides currently.

ARTICLE 14 – COST OF LIVING ADJUSTMENT

14.01 A cost of living adjustment shall be granted as described below to all full-time employees of the bargaining unit who are employed as of the effective date of each such adjustment.

- A. The Consumer Price Index, as used in this Article, shall refer to the Consumer Price Index for Urban Wage Earners and Clerical workers - United States, all items (1967-100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- B. During the life of the contract, a cost of living adjustment, if applicable, shall be made quarterly, with the first pay period beginning on or after each April 1, July 1, October 1 and January 1.
- C. Such cost of living adjustment shall be an amount equal to \$1.73 per month for each full .3 of a point change in the Consumer Price Index from November to February for the April adjustment, from February to May for the July adjustment, from May to August for the October adjustment, from August to November for the January adjustment, for all hours of actual work, provided, however, that such amount shall not exceed \$20.76 per month. Paid time off shall be considered as hours of actual work for purposes of this Article.
- D. The cost of living adjustment shall be made either up or down based on the changes listed above, but no decrease shall result in a reduction of the wage rates listed in Section 13.02 of this Agreement.
- E. The above cost of living adjustments shall be considered a fund separate from wages or salary and shall not be used to calculate salary, wages, overtime or other benefits or payments of any kind which are based on employee's compensation or wage rates.
- F. Effective December 31, 1986, the cost of living adjustment in the fund, rounded to the nearest dollar, shall be applied to and made a part of the base wage or salary for each classification and shall be eliminated from the fund.
- G. In the event that the Bureau of Labor Statistics does not issue the appropriate Index on or before the beginning of one of the pay periods referred to in paragraphs B and C, the adjustments listed above shall be made at the beginning of the first pay period after receipt of the Index. Continuance of the cost of living adjustment shall be contingent upon the availability of the Index in its present form, unless otherwise agreed upon by the parties. If the form or basis of calculating the applicable Index is changed, the parties agree to ask the Bureau of Labor Statistics to make available, for applicable periods during the term of this Agreement, an Index in the form and calculated on the same basis as the Index listed above. If the Bureau of Labor Statistics is unable or unwilling to supply the applicable Index described above, both parties shall negotiate a system by which the cost of living

adjustments will be maintained.

- H. No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month on the basis of which the adjustment shall have been determined.

14.02 It is understood and agreed that during the term of the contract, January 1, 2010 to and including December 31, 2010, Article 14 - Cost of Living Adjustment, shall be frozen, i.e., held inoperative, and shall not provide any pay adjustment.

ARTICLE 15 – PARAMEDIC PROGRAM

15.01 Seniority weighted 10% as previously discussed.

15.02 A Paramedic list shall be established by the Fire Chief. It will consist of the names of employees who are paramedic certified and participating in the department's Paramedic Program.

15.03 Paramedic Trainees shall serve a trial period beginning with their entrance into the training program and extending through the first 121 days worked after they are certified as a paramedic and participating in the Paramedic Program. This includes vacation and work reduction days. During this trial period, the Fire Chief may decide to drop an individual from the program without recourse to any grievance or appeal procedure or the employee may decide to drop out of the program with the Fire Chief having no right to discipline or discharge the individual if he/she were originally hired prior to the date of this agreement (1/1/03).

15.04 Employees originally hired prior to 1/1/03 who do not successfully complete paramedic training shall resume their normal duties and rank as if they had not participated in the Paramedic Program. As a condition of employment, persons hired after 1/1/03 may volunteer or shall, if requested by the Fire Chief, be required to enter into and successfully complete paramedic training, the trial period, and the three year commitment to retain certification as a paramedic. Any employee who volunteers for training and participation in the Fire Department's paramedic program, and is subsequently rejected for such training, shall not be required to take part in such training for the duration of their career. If it becomes necessary to require employees to attend paramedic training, and complete the trial and three year certification commitment periods, the

requirement shall be imposed by inverse seniority beginning with the least senior non-probationary employee. Failure to do so shall result in termination. If the Fire Chief does not require employees hired between 1/1/03 and 12/31/11 to start paramedic training within eight (8) years of his/her date of hire, this condition of employment shall no longer apply. If an employee hired between 1/1/03 and 12/31/11 is employed for more than eight (8) years of continuous service and thereafter enters the paramedic training program and fails to successfully complete the program, they too shall resume their normal duties and rank as if they had not participated in the Paramedic Program, and this condition shall not apply.

15.05 New hires who are certified as paramedics before being hired will maintain such certification for a period of four (4) years, beginning with their date of hire.

15.06 As a condition of passing their trial period, paramedics shall commit in writing that they shall maintain paramedic certification and status in the department's Paramedic Program for an additional three (3) year period. If the paramedic desires to terminate his/her participation in the Paramedic Program at the end of this commitment period, or anytime thereafter, he/she shall provide twelve (12) months written advance notice to the Fire Chief. The paramedic shall take and successfully complete required training during the notice period so that he/she shall keep current with new required medical practices or techniques. Employees assigned as paramedics who wish to exit the program during the commitment period may do so only with the approval of the Fire Chief. The decision of the Chief may be appealed to a review panel consisting of the Personnel Manager, Union President and Medical Directors. The decision of this panel may be appealed by the employee or the Fire Chief to the Police and Fire Commission.

15.07 Paramedic Trainees, during their period of classroom training, shall not be eligible for call-in under Section 7.04 and 7.05 of this agreement. This shall not limit their availability for emergency call back.

15.08 Any cost incurred for the re-certification of paramedics shall be the responsibility of the City. Personnel assigned to attend re-certification training while off duty shall be compensated at time and one-half for all time in training. Section 7.01 and 7.02 shall not apply. Failure to re-

certify as a paramedic during the commitment period or the notice period may result in disciplinary action up to and including termination.

15.09 Section 12.05 and 12.06 of this agreement shall not apply to employees participating in paramedic training including re-certification training.

15.10 Paramedic Trainees may be placed on a 40 hour per week schedule or on a fifty-two point thirty-two (52.32) hour per week schedule at the option of the Fire Chief.

15.11 In the event that the City places employees on a 40 hour schedule during Paramedic Trainee classroom training, there shall be no loss of pay. Paramedic Trainees shall be paid at the appropriate step and rate in Article 13 to which they would have been entitled had they not participated in the Paramedic Program.

15.12 During the classroom portion of the Paramedic class, employees not involved in the training will be given the option of taking those work reduction days that fall during said training at a time later in the year and consistent with the policy in effect at the time of this agreement. If this option is exercised, these postponed work reduction days will be treated as vacation days, but must be used before any regular vacation days and before the last work reduction cycle.

15.13 If Paramedic Trainees are prohibited from taking normally scheduled work reduction days, said days shall be purchased from them by the City at the straight time rate as identified in Article 13. If Paramedic Trainees are placed on a 40 hour schedule and that schedule dictates that he/she must take a scheduled holiday as per section 8.06, this holiday time shall be deducted hour for hour from any work reduction time he/she would have been eligible for had they been assigned to a fifty-two point thirty-two (52.32) hour schedule. Paramedic Trainees shall not schedule alternate vacation days to conflict with classroom or clinical training unless specifically approved by the Fire Chief.

15.14 For stations having 4 or more paramedics assigned on a shift, 2 paramedics shall be allowed off duty on work reduction or vacation per day.

For stations having 3 or less paramedics assigned on a shift, 1 paramedic shall be allowed off duty on work reduction day or vacation per day. However, if the B/C confirms and approves that additional paramedics are available city wide, an additional paramedic may be granted time off subject to adequate officer staffing.

Note: In practice, if a station has 4 or more meds assigned, they can submit 2 meds off on the vacation/comp form initially.

If a station has 3 or less meds assigned, they can submit 1 med off on the vacation/work reduction form initially, along with a fire wire requesting an additional med off. The B/C then confirms and approves city wide availability of additional meds. This can be done until city is down to 2 meds per med unit.

15.15 Kenosha Fire Department Rotation Policy for MED Unit Assignments.

- A. All EMT's assigned to MED units, and all Paramedics will rotate "off the squad" on a regular basis.
- B. This rotation policy shall be followed when it can be done within the needs of the department, including individual shift needs.
- C. Whenever possible, only 2 Paramedics will be assigned to a MED unit.
- D. The ranking officer on each shift at each MED station will develop the rotation to meet the needs of that shift. Rotation records will be kept by each individual shift.
- E. Unless there are extenuating circumstances, Officers and Apparatus Operators assigned to Fire Suppression units will not be rotated off those units except that Paramedic Officers and Paramedic Apparatus Operators will be rotated onto Med Units as part of the regular rotation practice.

15.16 Temporary Sabbatical Leave Policy.

- A. Personnel assigned to the paramedic program may request a temporary sabbatical leave of absence from normal paramedic duties.
- B. Requests shall be in writing to the Fire Chief indicating specific reasons for the temporary sabbatical leave request. The request shall specify the duration of the leave desired.
- C. All requests shall be reviewed and approved by a Committee composed of the Fire Chief, Union President and Medical Director.

- D. Paramedic program temporary sabbatical leave will be granted by the Committee according to the needs of the department and the needs of those individuals requesting temporary sabbatical leave.
- E. Paramedics who are on a temporary sabbatical leave will not receive paramedic special premium pay during the leave period.
- F. The length and frequency of temporary sabbatical leave shall be agreeable by all parties involved; but shall not exceed 90 calendar days at any one time. Whenever possible, the start of temporary sabbatical leave shall coincide with the beginning of a pay period.
- G. Paramedics accepting overtime while on temporary sabbatical leave will be assigned according to the needs of the department which may include assignment to a medical unit as a non-paramedic.
- H. Paramedic re-certification requirements will be maintained during the temporary sabbatical leave.
- I. Time on temporary sabbatical leave shall not be credited toward a paramedic's program commitment time.

15.17 At times a paramedic in the Kenosha Fire Department Paramedic program may complete his/her commitment period and, having given his/her twelve (12) month notice of intent to leave the paramedic program, finds that there are no openings on a fire suppression unit to which he/she can be transferred. This policy provides an option to the employee who meets the above stated criteria and opts not to wait for the next available opportunity for transfer to a fire suppression unit.

- A. A paramedic desiring an immediate transfer from a med unit to a fire suppression unit shall receive said transfer provided the following criteria are met:
 - 1. The paramedic must have completed his/her commitment period.
 - 2. The paramedic must have given his/her notice of intent to leave the program at least twelve (12) months prior to exercising this option.
 - 3. There can be no more than two (2) other employees who are availing themselves of this option.
- B. If the above criteria is met, an employee will be granted a transfer under the following terms and conditions:

1. If the employee holds a rank above that of Firefighter, he/she will accept an immediate voluntary demotion to the rank of Firefighter. The employee will then be assigned to a suppression unit as a Firefighter.
2. The rank and position vacated by the employee requesting the transfer shall be permanently filled according to the promotional lists in effect at the time.
3. The employee requesting the transfer and accepting the demotion shall be reinstated to his/her former rank as soon as the next opening at his/her former rank becomes available on a suppression unit. Said opening will not be filled from the promotional lists in effect at the time.
4. This transfer will not relieve the employee of taking his/her regular turn for rotation onto the med unit, if a med unit is assigned to the same station as the employee.
5. This demotion will not reduce the employee's seniority in their normal rank, nor will it exclude him/her from promotion beyond their normal rank.
6. Once exercising this option, the employee will not be reassigned to a med unit for a period of time at least equal to the time he/she has spent in the paramedic program.

ARTICLE 16 – EMT PROGRAM

16.01 All non-ambulance apparatus will be equipped with an automatic heart monitor/defibrillator. Training will be given to all certified EMTs. Only EMTs will be authorized to use the automatic monitor/defibrillators.

16.02 All employees hired on and after September 21, 1988 shall obtain EMT status (or its equivalent as determined by the Fire Chief) within two (2) years of their date of employment and shall maintain such EMT status during the remainder of their employment with the City of Kenosha or be subject to discipline, including termination, by the Fire Chief. Paramedic Certification may be substituted for this requirement.

16.03 All other employees shall participate in on-duty EMT training at the discretion of the Chief and they will take the appropriate tests for certification; however, they will not be required to pass or maintain this certification.

16.04 In the event a non-represented employee returns to the bargaining unit, he/she will be obligated to achieve EMT (or its equivalent as determined by the Fire Chief) within two (2) years of the date he/she re-enters the bargaining unit. Such employees shall maintain such EMT status for the remainder of his/her employment with the City of Kenosha Fire Department. Paramedic certification may be substituted for this requirement.

16.05 The department will provide EMT-Refresher classes on a biannual basis to meet the state of Wisconsin re-certification requirements for EMT license renewal. These classes will be scheduled for January, February and March. Personnel will be scheduled to attend initial EMT Refresher class on-duty. Students are required to complete all course hours and content prior to receiving a certificate of completion.

The following conditions will apply for EMT re-certification:

- A. In the event that a student misses a module due to a vacation day, work reduction day, holiday, sick day, or trade, the Kenosha Fire Department will pay overtime for that student to attend one of the classes in the same week the missed module is scheduled (same module) or the makeup modules offered at the end of the classes.
- B. Students who are missing up to three hours (not more) may be allowed, with permission and guidance from the lead instructor, to do an equivalent amount of text work. (Example, a student who misses 3 hours of refresher class may be required to read 2-3 chapters in the textbook and then write a report.)
- C. All department offered EMT Refresher class requirements will be completed by May 1st. EMS Division Chief will make available to individuals who do not meet department makeup classes or deadline date a list of non-department sponsored EMT Refresher classes.
- D. Students who fail to comply with the above deadline will be required to seek another refresher on their own time and provide appropriate documentation of completion to Fire Administration.
- E. Unforeseeable situations will be dealt with by Fire Administration on a case-by-case basis. For example, extended sick leave, family emergency, vacation, etc.

ARTICLE 17 –HAZARDOUS INCIDENT RESPONSE TEAM (HIRT)

17.01 A Hazardous Incident Response Team (HIRT) list shall be established by the Fire Chief. Up to twenty-one (21) current volunteer employees shall have their names placed on that list on January 1, 1989. The Fire Chief shall select future members of the HIRT, determine the number on the HIRT, and maintain the list of HIRT members who shall be eligible for HIRT pay.

17.02 Employees attending the Lakeshore Technical College Hazardous Materials Technician Certification or Hazardous Materials Specialist Certification training program shall not be eligible for overtime during such training.

ARTICLE 18 – LONGEVITY

18.01 In addition to the compensation provided herein for the employees in the bargaining unit, the City shall pay each employee five dollars (\$5.00) per month after five (5) years of service; ten dollars (\$10.00) per month after ten (10) years of service; fifteen dollars (\$15.00) per month after fifteen (15) years of service; twenty dollars (\$20.00) per month after twenty (20) years of service; twenty-five dollars (\$25.00) per month after twenty-five (25) years of service.

18.02 Eligible employees shall begin receiving longevity pay effective the month following their anniversary date unless the anniversary date is the first of the month, in which case longevity shall be paid beginning with that month.

18.03 The monthly longevity pay shall be paid proportionately on each payday.

18.04 Employees hired on or after January 1, 1992 shall not be eligible for longevity payments.

ARTICLE 19 – PENSION

19.01 With respect to earnings paid on or after January 1, 1992 for firefighters covered by this agreement, the City of Kenosha shall pay to the Wisconsin Retirement System, in accordance with State Statutes, an amount equal to the full amount of the employee required contribution based upon the employee's gross earnings. This portion shall be available, as provided by State Statutes, to employees who terminate or are terminated from City employment.

ARTICLE 20 – INSURANCE

20.01 The City shall pay the full cost of the single or family contract for group health and dental insurance benefits substantially similar to or greater than the benefits now in effect described in the United Health Care Summary Plan Description in effect on January 1, 2007 and the Dental Associates level of benefits as of 01.01.2008, except for the following modifications:

1. Out of pocket maximum of \$800 per individual for \$20 in-networks co-pay.
 2. Lifetime Maximum (for year 2008 only) any usage incurred towards lifetime maximum will be reinstated a credit of up to a maximum of \$25,000.00 the 2009 year.
 3. Prescription drugs to include three tier program \$5/\$20/\$35 with all generics at a cost of \$5.00 (five).
- A. Employee Hospital Audit Bonus. The City will pay to an employee, an amount equal to 50% of the savings, up to a maximum of \$500 per year realized by an employee's discovery of an error or errors in hospital bills other than mathematical errors. If an employee detects an error, the employee is to notify the insurance carrier and substantiate the error and cooperate in the investigation thereof. Payment will be made when the City receives confirmation that the bill has been adjusted to correct the error.

Premium share of 5% of the cost of a monthly insurance premium. The contribution will be waived with the employee's participation in the 2011 Health Risk Appraisal. In future years, employee's shall only be required to pay the aforementioned insurance premiums if s/he does not participate in the HRA in the previous year. If the City does not offer the HRA program, all premium shares will be waived.

20.02 Retirees shall receive the same health and dental insurance benefits as active employees.

20.03 Any employee retiring prior to age sixty (60) shall have the privilege of retaining such health insurance coverage provided he/she shall so notify the Fire Chief thirty (30) days before his/her retirement date and provided further that each retiring employee who elects to continue said coverage shall pay the entire cost for such coverage and shall be billed directly by the insurance company.

20.04 Any employee retiring on or after January 1, 1974, shall have the privilege of retaining such health insurance, the premium cost up to the amounts specified in 20.01 being paid by the City from the first of the month following the retirees sixtieth (60th) birthday until either the retiree becomes eligible for other paid hospital-surgical insurance, becomes eligible for Medicare, or until the employee attains age sixty-five (65), whichever occurs first.

20.05

A. Any employee voluntarily retiring on or after January 1, 1976, upon reaching age fifty-five (55), shall have the privilege of retaining City hospital-surgical insurance, the premium cost up to the amounts specified in 20.01 being paid by the City from the first of the month following such employee's retirement until either the retiree becomes eligible for other paid hospital-surgical insurance, becomes eligible for Medicare or other government furnished hospital-surgical insurance.

B. Any employee voluntarily retiring on or after August 1, 1995 with fifteen (15) years of service, upon reaching the age of fifty-three (53) shall have the privilege of retaining City hospital-surgical insurance, the premium cost up to the amounts specified in 20.01 being paid by the City from the first month following such employees' retirement until either the retiree becomes eligible for other paid hospital-surgical insurance or becomes eligible for Medicare or other government furnished hospital-surgical insurance.

C. Employees voluntarily retiring on or after August 1, 1995, with less than 15 years shall be eligible for benefits under 20.05A.

20.06

A. Any retiree under 20.05A above who has reached the age of fifty-five (55) but not reached the age of sixty-five (65), who has become eligible for other hospital-surgical insurance and loses that eligibility, shall, upon written request to the City Human Resources Department be reinstated in the City's hospital-surgical insurance plan without a physical examination or waiting period. The premium cost, up to the amounts specified in 20.01, shall be paid by the City.

B. Any retiree under 20.05B, who has reached the age of fifty-three (53) but not reached the age of sixty-five (65), who has become eligible for other hospital-surgical insurance and loses that eligibility, shall, upon written request to the City Personnel Department be reinstated in the City's hospital-surgical insurance plan without a physical examination or waiting period. The premium cost up to the amounts specified in 20.01 shall be paid by the City.

20.07 The widow/widower of any employee who dies on or after January 1, 1972, shall have the privilege of retaining such health insurance coverage provided that each such widow/widower who elects to continue said coverage shall pay the entire cost for such coverage and shall be billed directly by the insurance company.

20.08 The widow/widower of any employee who dies on or after January 1, 1973, shall have the further privilege of retaining such health insurance coverage; such coverage to be paid for by the City, up to the amounts specified in 20.01, until said widow/widower remarries or until his/her deceased husband/wife would have attained the age of sixty (60) years.

20.09 Duty Disability. Effective January 1, 2004, employees in active service who commence receiving a duty disability retirement allowance (as defined in Section 40.65 of the Wisconsin State Statutes), shall be entitled to City paid health insurance so long as they continue to receive such duty disability retirement allowance and so long as they are under age 65. Such qualifying employee is only eligible for single health insurance coverage. The City will contribute an amount up to the subscriber cost for single enrollment in the least costly plan offered to City employees. Should the employee wish to enroll in a more expensive plan, the employee shall pay to the City the difference between the two plans. Such qualifying employee must not be eligible for health insurance benefits through his/her current employer.

In the event that an employee in active service should receive a final disability rating of 75% (body as a whole), said employee shall be eligible for City paid family health insurance subject to the same terms as identified in the preceding paragraph.

Families of employees who die in the line of duty shall be entitled to City paid family health insurance.

20.10 The City agrees to inform the insurance carrier of the active members' right to pay premiums directly to the company.

20.11 The City agrees to investigate all complaints of employees in regard to failure of the insurance carrier to make payments for the coverage provided in its policy with the City.

20.12 The City shall also provide and pay premiums for a term life insurance policy in the amount of the employee's annual salary rounded off to the next highest one thousand dollar (\$1,000.00), as currently in effect. As soon as possible after ratification of this agreement in 1995, the City will allow added participation in the State of Wisconsin Life Insurance program in the Supplemental and Additional Plans. The employee will make 100% of the contributions required under the Supplemental and Additional plans.

20.13 The City agrees to permit a member on leave of absence to continue in all the above insurance coverage for a period not to exceed one year, if he/she so elects. Premiums are to be paid by said member to the City on a monthly basis.

The City may request a Re-opener on health care for 2012. The Union will not unreasonably deny that request. Any agreement on terms renegotiated for health care must be subject to ratification by members of Local #414.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 Any violation of this Agreement or any supplement thereto shall be deemed subject to the grievance procedure as follows:

21.02 Step 1. Within ten (10) days of the occurrence of the grievance, the employee or employees and the Union shall present a statement of the same in writing to his/her Battalion Chief. No sooner than three (3) days nor later than five (5) days said officer will make his answer thereto in writing and provide copies to the grievant or grievants, the Union and the Chief.

21.03 Step 2. If the grievant, grievants, or the Union is not satisfied with the disposition of the grievance or dispute at Step 1, it shall be presented to the Chief in writing within five (5) days. The Chief shall schedule a meeting to be held within five (5) days of receipt of the written grievance which shall be attended by the grievant or grievants, up to two (2) on duty Union representatives, and the officer involved, if any. Within five (5) days after said meeting, the Chief shall make his/her answer in writing and provide copies to the grievant or grievants and the Union.

21.04 Step 3. If the grievant, grievants, or the Union is not satisfied with the disposition of the grievance or dispute at Step 2, it shall be appealed as follows:

A. If the subject matter of the grievance or dispute involves a subject over which the Board of Police and Fire commissioners has jurisdiction under Wisconsin Statutes, Section 62.13, it shall be appealed to the Board of Police and Fire Commissioners by filing written notice of the same with the Secretary of the Board within ten (10) days after receipt of the Chief's decision. The Board shall act upon the same at its next regular meeting or sooner if the Board should so decide. Before rendering its decision, the Board shall give reasonable notice and opportunity to be heard to all parties in interest. As soon thereafter as practicable, the Board shall reduce its decision to writing and provide copies to all parties in interest.

B. If the subject matter of the grievance or dispute involves a subject over which the Board of Police and Fire Commissioners does not have jurisdiction under Wisconsin Statutes Section 62.13, it shall be appealed to the Mayor or his/her designate by filing written notice of the same with him/her within ten (10) days after receipt of the Chief's decision. The Mayor or his/her designate shall hold a meeting with all parties in interest in attendance within seven (7) days thereafter. Within five (5) days of the said meeting, the Mayor or his/her designate will reduce his/her decision to writing and provide copies to all parties in interest.

21.05 Step 4. If any party is dissatisfied with either the Mayor's or his/her designate's disposition or the disposition of the Board of Police and Fire Commissioners at Step 3, said party may invoke final and binding arbitration of the grievance or dispute by serving written notice of intention to do so within fifteen (15) days following receipt of the written decision of either the Mayor or his/her designate, or the Board of Police and Fire Commissioners. The arbitrator shall then be selected by a joint written request to the Chairman of the Wisconsin Employment Relations Commission to appoint a member of his staff as arbitrator. After the arbitrator is appointed, the parties shall agree on a hearing date as soon as is mutually convenient. The arbitrator shall have jurisdiction to rule on the arbitrability of the dispute, to issue subpoenas, to define the questions involved, to make rulings on procedure and evidence according to the equities of the situation, and to render a decision on the merits which will be final and binding on the parties. The authority of the arbitrator shall be limited to the above and he/she shall have no authority to add to, detract from,

or amend the agreement. The costs and expenses, if any, of such arbitrations shall be shared equally by the City and the Union, except that each party shall pay its witness and attorney's expenses.

21.06 The purpose of the time limits in the foregoing paragraphs is to provide a procedure for dispute settlement that will be prompt and expeditious. However, where extenuating circumstances prevail, any of the said time limits may be modified or extended by written mutual agreement of the parties.

21.07 The parties agree that they will jointly compose a written grievance form to be used in processing grievances under this Article.

21.08 If any grievance or dispute shall originate directly from action of the Fire Department, the procedure may be commenced at Step 2 in paragraph 21.03 above. If any grievance or dispute shall originate directly from the action of the Mayor or the Board of Police and Fire Commissioners, the procedure may be commenced at Step 3 in paragraph 21.04 above. In either event, the officer involved under Step 1 and the Chief shall be given notice of the same exhibiting to them the written grievance form. Said officer and Chief shall admit notice of the same by initialing the appropriate space on the form.

ARTICLE 22 - UNION ACTIVITIES

22.01 All members of the Executive Board shall be allowed to attend up to fifteen (15) meetings per year called by the President while on duty and shall be responsive to call, provided, however, that the fifteen (15) meeting limitation shall not apply to joint collective bargaining sessions with the City.

The Union agrees that to qualify as a meeting to which Executive Board members are allowed to attend while on duty, the Union will give the following advance notice of such meeting:

- A. No later than 9:00 A.M. of a work day for a meeting to be scheduled after 5:00 P.M. of that work day, and
- B. No later than 7:00 P.M. of the previous work day for a meeting to be scheduled between 7:00 A.M. and 5:00 P.M. of a work day.

Provided, however, that in the case of an emergency, a shorter advance notice can be given by the Union. If there is a dispute over whether an emergency exists, the City will determine whether a replacement is needed and if a replacement is determined to be needed, the City will use the procedure contained in Section 7.05 of the contract and the Executive Board member(s) will not be allowed to attend the meeting until the replacement(s) is on duty. The City agrees to initially pay the replacement(s) for their replacement work, and if the situation is later determined not to be an emergency, the Union will reimburse the City for the gross amount paid to the replacements.

22.02 If the President is not available to conduct the meeting, the same condition shall prevail with the Vice President, Secretary-Treasurer, or any Board member heading the Union while the officers are absent.

22.03 All members of the Union holding office as a Board Member or of a State office shall be allowed one (1) day off duty, with pay, to attend the school for worker's seminar, the Wisconsin Fire Fighters Convention, the International Fire Fighters Convention; any special convention called for the purpose of fire fighting advancement and legislation, or any school, symposium, seminar, conference, or meeting, or Firefighter's funeral as an official Union representative.

22.04 Any Union member elected as a delegate to the aforementioned seminars and conventions shall be extended the same privileges as a member of the Executive Board or State office holder.

22.05 Absences in accordance with Section 22.03 and 22.04 above shall be granted subject to the following provisions:

- A. The Chief shall have sole discretion in granting such time off.
- B. Total time off shall not exceed eight (8) workdays per calendar year.
- C. Such time off shall not be granted if it shall cause any employee to work overtime as a result or will necessitate payment of call-in pay.

ARTICLE 23 - EDUCATIONAL BENEFITS

23.01 Additional compensation shall be paid to members of the Union completing the following

requirements:

- A. Any firefighter who has completed the first half of the Fire Technology course in a recognized institution, with a minimum of thirty-three (33) credits, shall receive an additional fifteen dollars (\$15) per month pay increase.
- B. Any firefighter who has completed the entire course and has received an Associate Degree shall be entitled to an additional twenty dollars (\$20) per month pay increase, over and above the pay increase provided for completion of the first half of the course.
- C. Any new firefighter hired who complies with either the first or second provisions above shall not receive any additional pay until they had completed their probationary period.
- D. No pay increase granted pursuant to this provision shall be allowed until the firefighter has supplied the department with satisfactory proof of the number of credits, or the Associate Degree above referred to. No tuition or compensatory time will be granted for attending school.
- E. The provision of this Article 23.01 shall not apply to employees hired on or after January 1, 1989. Employees hired prior to January 1, 1989 may waive forever their right for pay under this Article 23.01. Such employees, and all employees hired on or after January 1, 1989, shall be eligible for the City Tuition Reimbursement Plan attached as Appendix "A."

ARTICLE 24 - LEAVES OF ABSENCE INCLUDING ILLNESS, EMERGENCY, BIRTH DEATH AND EDUCATIONAL LEAVE AND HEALTH LEAVE

24.01

A. All employees subject to this Agreement shall have unlimited sick leave. In the event that said sickness exceeds six (6) continuous months, a review may be held by the Administration and the Executive Board of the Kenosha Professional Fire Fighters Union. In the event that said sickness exceeds twelve (12) continuous months, a review will be held by the Administration and the Executive Board of the Kenosha Professional Fire Fighters Union. It will be the Administration's responsibility to see that the sick leave shall not be abused. A physician's statement substantiating any claim of illness or injury extending beyond two (2) consecutive working days must be submitted by the employee to the Administration upon return to work. Employees shall not work for any other employer on days they would normally be on-duty for the Fire Department. Sick

leave may not be used for absence resulting from illness or injury incurred in volunteer firefighting or emergency medical services activities performed for a unit of government other than the City of Kenosha or private non-profit agency. Sick leave used for absence resulting from illness or injury incurred in supplemental employment shall be reduced by any worker's compensation payments related to such illness or injury, provided, however, sick leave pay shall not be withheld due to any delay in receipt of worker's compensation benefits and in such event full sick pay shall be paid and the employee shall be required to reimburse the City to the full extent of any benefits thereafter received.

Appendix B, The Attendance Monitoring and Control Policy and the Productivity Incentive Program for Full Time Employees of the City of Kenosha Fire Represented by the IAFF, Local 414 are attached hereto and made part of this contract.

B. Sick leave shall be divided into three (3) terms:

Short Term (1 or 2 workdays of duration)

Long Term (3 to 5 workdays of duration)

Extended Term (more than 5 workdays of duration)

Notwithstanding the provisions of Appendix B of the labor agreement, employees using Short Term sick leave shall not be required to document their illness or injury. Notwithstanding the provisions of Appendix B of the labor agreement, employees returning to work from Long Term sick leave must provide a physician's statement substantiating the claim of illness or injury and clearing them to return to work.

Employees on Extended Term sick leave shall, at the direction of the Fire Chief or his/her designate, provide a physician's statement covering the following information:

1. The nature of the condition being treated.
2. The dates that the employee was incapacitated and unable to work because of this condition.
3. Dates and frequency of treatment.
4. Anticipated duration of treatment.
5. How does this condition prevent the employee from working?
6. Name(s) of the treating medical/psychological practitioners.
7. Is the condition permanent or temporary in nature?

The above information must be provided within three weeks of the beginning of the sick leave. Nothing herein shall restrict the Fire Administration's ability to ask additional questions of the employee's physician as the situation may warrant. The City of Kenosha reserves the right to send an employee to a City appointed physician.

24.02 Illness in the immediate family shall constitute a valid reason for immediate leave of up to one (1) day per illness, under the following conditions:

- A. A member of the immediate family is ill and it is required that the employee be present to care for the member.
- B. A member of the immediate family is ill and it is required that the employee be present to care for another member of the immediate family who lives in the same household as the ill member, e.g.:
 - 1. Spouse is ill and the employee's presence is required to care for the welfare and safety of the children.(NOTE: This paragraph will also apply if an employee's ex-spouse is ill and it is required for the employee to be present to care for the employee's child who lives in the same household as the ex-spouse.)
- C. A member of the immediate family is undergoing major surgery or high risk examinations or treatments.
- D. A member of the immediate family is seriously ill and the attending physician has notified the immediate family to be in attendance. As used in this section, the term "immediate family" shall mean husband, wife, child, stepchild, parent, mother-in-law, father-in-law, brother or sister of the employee. A member of the immediate family does not have to reside in the same household except as indicated in paragraph B above. The employee shall notify his immediate supervisor of the situation and the approximate time of return to work.

24.03

- A. Emergency leave shall be allowed by the immediate supervisor with the provision that the employee returns as soon as possible after the situation is corrected. This leave shall not extend beyond the workday during which the emergency arises. For the purposes of this section, an emergency will be defined as follows:

1. A serious situation or occurrence that happens unexpectedly and demands immediate action.

2. A condition of urgent need for action or assistance.

B. Guidelines for Granting Emergency Leave.

When considering the release of personnel, which would require the placing of a unit out of service, the Officer shall contact the Duty Chief with the following information:

1. The nature of request. *The nature of the request shall be tested against the definitions of an emergency listed in section 24.03A of the labor agreement.*

2. The need for immediate release as opposed to waiting for relief.

If it is determined by the Duty Chief that the employee's leave will be delayed until he/she can be relieved, the Duty Chief will provide such relief within one hour. To accommodate this time limit, the Duty Chief may deviate from the call in order established for less than 24 hour overtime.

24.04 Birth of an employee's child shall constitute a valid reason for immediate leave of up to one full work day if the birth takes place during the employee's shift or a reasonable period prior to the start of the employee's shift. The employee shall notify his/her immediate supervisor of the situation and the approximate time he/she will be able to return to work. It is expected that the employee will return to work as soon as the situation permits.

24.05 Death of a member of an employee's immediate family will result in the employee receiving one (1) day of funeral leave. This day will take precedence over any previously scheduled time off and will be applied to the regularly scheduled duty day closest to the actual day of the funeral. The following relatives will be considered immediate family: husband, wife, child, stepchild, parent, stepparent, sister, brother, stepsister, stepbrother, mother-in-law, father-in-law, grandparent of the employee, grandchild of the employee.

24.06 An employee may request a leave of absence without pay for health or education purposes. The request for a leave of absence shall be executed in triplicate by the employee requesting such leave. A governing board consisting of the Fire Chief, President of the Union and the City Personnel Director shall rule on all requests for leaves and shall attempt to settle any dispute

concerning the rules and procedures of this article.

24.07 The following rules shall apply to educational leaves:

- A. An employee shall request in writing at least sixty (60) days prior to start of leave - in triplicate - one copy to each member of the governing board, dated correctly, stating when leave would start, when leave would end and reason for leave.
- B. Not more than three (3) employees will be allowed a leave of absence at one time.
- C. In no event shall a leave last longer than one (1) year.
- D. In the event of a waiting list, an employee who has already had a leave will not be eligible for another leave until three (3) years have passed since termination of prior leave.
- E. Leaves shall be granted on a first come, first served basis. In the event more than three (3) employees request leave on the same day, the three (3) with the highest departmental seniority shall have precedence.
- F. A leave for education shall be granted only if the employee wishes to attend school on a full-time basis. An employee returning home from a leave for education shall submit proof of completing full-time work at a recognized institution. Failure of any employee to report at the expiration of the leave shall be grounds for dismissal.

24.08 The following rules shall apply to leaves for health purposes:

A leave of absence for health purposes may be granted to an employee upon request. However, such leave shall be granted only in the event that either such employee or a member of his/her immediate family is required, by a doctor of medicine, to move from this community for health purposes. Request for such leave shall be substantiated by a proper medical certificate and if granted, shall be without pay and shall not be for more than one (1) year at a time.

24.09 An employee returning from a leave of absence shall assume the same position and rate of pay he/she held at the time of his/her leave. The City shall have the right to make temporary appointments and/or promotions during such absence and to rescind same upon the employee exercising his/her rights under this section.

24.10 An employee on leave of absence shall not accrue departmental seniority.

24.11 Military Leave:

Leaves of absence for military service will be granted to regular employees with permanent tenure in accordance with Section 17.035 of the Wisconsin Statutes.

Any employee with permanent tenure, called into military service for other than normal reserve training, shall be paid in full to the date he/she leaves his/her City position or job and, in addition, shall receive in compensation for unused vacation and sick leave a sum equal to one month's wage or salary.

The City agrees to comply with Wisconsin Retirement Fund rules relative to employees on Military Leave of Absence.

24.12 An employee with permanent tenure who is elected to the Kenosha Unified School Board or the Kenosha County Board shall be allowed to attend regular meetings of such Board while on duty without loss of pay provided that such time off shall not be granted if it shall cause any employee to work overtime as a result or will necessitate payment of call-in pay.

24.13 Any absence not covered by Article 24 of the Agreement shall be classified in one of two categories: justifiable or unjustifiable. In the case of a justifiable absence, the absent employee will pay back to the City a period of time equal to the time the employee was absent from work. The employee will pay back such time at the City's convenience, provided that the employee will not be required to pay back such time on a holiday, or on a day immediately prior to or after the employee's scheduled time off. Unjustified absence will be addressed through the normal disciplinary process. Disputes as to whether an absence is justified or unjustified will be subject to the grievance procedure of Article 21 of this Agreement and such decision shall be binding on the Fire Chief, employee and union in any subsequent proceeding held before the Police and Fire Commission.

This Article of the Agreement will continue to regulate absences of personnel. In defining the scope of this Article, the parties and any arbitrators who are to decide any disputes related to leaves of absences will look to the language of this Article and the provisions contained within Article 4 of the Agreement.

The recognition of the categories of "justifiable" and "unjustifiable" absences is not to detract from

employee absence leave rights as defined elsewhere in this Article and Article 4 of this Agreement. Absences related to automobile or public transportation problems; pre-trial incarceration; or court appearances when the employee is the defendant, plaintiff, or a witness in a case not related to his/her employment will be considered justifiable absences. Other than the above, the determination of justifiable or unjustifiable absences will be determined on a case-by-case basis.

ARTICLE 25 - CLOTHING ALLOWANCE

25.01 The City shall pay in full the clothing replacement costs for all uniformed personnel.

25.02 Each new employee will furnish the initial outlay of uniforms at his/her own cost.

ARTICLE 26 - BENEFICIARY'S PAY

26.01 The designated beneficiary or estate of any employee killed in the line of duty shall receive a lump sum equivalent to one (1) year's regular pay of such deceased employee's pay in addition to any and all compensation to which his/her estate may be otherwise entitled.

26.02 Every employee shall execute a beneficiary form supplied by the City designating a specific beneficiary, or beneficiaries.

ARTICLE 27 - SAFETY

27.01 No employee subject to the terms of this agreement shall be compelled to obey an order, which shall create an unreasonable risk to his/her health, safety or life. The term "unreasonable risk" as used herein shall include only such risks as are not regular incidents of the job of firefighter.

ARTICLE 28 - NO OTHER AGREEMENT

28.01 The City agrees not to enter into any other agreement, written or verbal with any bargaining unit personnel, individually or collectively, which in any way conflicts with the provisions of this agreement.

ARTICLE 29 - SAVINGS CLAUSE AND WAIVERS

29.01 Any section of this agreement invalidated by law does not invalidate the remainder of this agreement.

29.02 The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions and waiver must be agreed upon by the City and the Union.

ARTICLE 30 – ORDINANCES AND RESOLUTIONS

30.01 The Ordinances of the City of Kenosha which apply to Fire Department Personnel are incorporated herein by reference to have the same force as if set forth in full. The Rules and Regulations of the Fire Department are incorporated herein by reference and made a part of this contract and attached hereto, designated as Supplement No. 1.

30.02 Neither party shall terminate or modify any terms of this Agreement or conditions of employment of the employees subject to this Agreement during its term, unless mutually agreed to.

30.03 Any Resolution relating to fire fighting personnel, the terms of which are not covered by this Agreement, shall be null and void.

ARTICLE 31 - FAIR LABOR STANDARDS ACT

31.01 In the event any State or Federal law is passed during the term of this contract which required additional payments for hours worked in excess of an average work week which is less than the present fifty-two point thirty-two (52.32) hours per week, this contract may be reopened to revise this contract so that the City is not liable for any additional wage payments for its regular work week. During such negotiations, the City has the option of reducing the number of work hours in each twenty-seven (27) day work period so as to avoid any overtime payments required by such law, but shall not reduce monthly pay.

31.02

A. On or about November 15th of each year, beginning November 15, 1995, each employee shall be assigned a work reduction allotment of eight (8) twenty-four (24) hour days to be applied in the next calendar year. Six (6) of these work reduction days will be taken in the same manner that compensatory days under Section 8.01 were taken, and the remaining two (2) work reduction days will be treated as vacation days, provided however, that each employee is required to cover at least three (3) twenty-seven (27) day work periods per calendar year with a minimum of one (1) twenty-four hour vacation or work reduction day.

B. This work reduction allotment shall be considered a compensatory time account applied to any compensatory time accrued as a result of the application of the Fair Labor Standards Act, and shall be based upon the actual compensatory time earned by an employee working two hundred-sixteen (216) hours in ten point fifty-two (10.52) twenty-seven (27) day work periods. As the work reduction allotment of one hundred ninety-two (192) hours is larger than the actual compensatory time that could be earned by an employee working two hundred-sixteen (216) hours in ten point fifty-two (10.52) twenty-seven (27) day work periods, it is intended to fully satisfy the requirements of the Fair Labor Standards Act.

C. In the event the United States Department of Labor, the State of Wisconsin, or any court of competent jurisdiction determines that an employee is entitled to additional overtime compensation in excess of that provided for in paragraph "A" above for work hours between two hundred-four (204) and two hundred-sixteen (216) hours in the various twenty-seven (27) day work periods during a calendar year, and such determination would be binding on the City of Kenosha, this Section 30.02 will immediately be null and void; the provisions of Section 8.01 of the Agreement between the parties will immediately be put into effect and any work reduction days already taken in the calendar year shall be considered as compensatory days in lieu of holidays for that year; and the parties will enter into negotiations at the written request of either party to attempt to negotiate a substitute for this Section 31.02.

ARTICLE 32 – PROMOTIONS

32.01 Promotion to Captain will be open to all current Kenosha Fire Department Lieutenants with ten (10) years as a member of the Kenosha Fire Department and one (1) year on line in the rank of Lieutenant immediately prior to participating in the promotional examination process.

- A. Component Parts of Promotional Examination Process and their weights as follows:
1. Seniority 35%
 2. Written Test; subject matter commensurate with Municipal fire and EMS service operations 15%
 3. Oral Evaluation 20%
 4. Performance Evaluation -Completed prior to the written test and oral evaluation. The Performance Evaluation will give consideration given to the following: 20%
 - a. An objective review of past performance appraisals comprised of the employee's previous five (5) evaluations (10%)
 - b. Evaluation by Battalion Chief(s) and supervising Lieutenant/Captain with Candidate present. (10%)
 5. Education (an employee must currently possess the following for an individual percent credit to be given) 10%
 - a. EMT-P certification and KFD Paramedic Program participation (2%)
 - b. Certification as Fire Officer I (1%)
 - c. Associate Degree Fire or Paramedic related field (3%)
 - d. Bacalaureate Degree (4%)

32.02 Promotion to Lieutenant will be open to all personnel with ten (10) full years of experience serving with the Kenosha Fire Department, including one (1) year on line in the rank of a Firefighter or Apparatus Operator immediately prior to participating in the promotional examination process.

- A. Component Parts of Promotional Examination Process and their weights as follows:
1. Seniority 35%
 2. Written Test; subject matter commensurate with Municipal fire and EMS service operations 15%
 3. Oral Evaluation 20%
 4. Performance Evaluation -Completed prior to the written test and oral evaluation. The Performance Evaluation will give consideration given to the following: 20%
 - a. An objective review of past performance appraisals comprised of the employee's previous five (5) evaluations (10%)
 - b. Evaluation by Battalion Chief(s) and supervising Lieutenant/Captain with Candidate present. (10%)
 5. Education (an employee must currently possess the following for an individual percent credit to be given) 10%
 - a. EMT-P certification and KFP Paramedic Program participation (2%)
 - b. Certification as Fire Officer I (1%)
 - c. Associate Degree Fire or Paramedic related field (3%)
 - d. Baccalaureate Degree (4%)

32.03 Promotion to Apparatus Operator will be by seniority. Minimum qualifications will be set for all firefighters assigned to the position of Apparatus Operator; including working out of class assignments. The highest seniority employee who meets or exceeds the following minimum qualifications will be promoted when the position opens:

- A. Operates the pump proficiently
- B. Operates the Aerial Ladder proficiently
- C. Operates the Med Unit proficiently
- D. Working knowledge of City streets
- E. Drive the apparatus proficiently
- F. Knowledge of preventative maintenance
- G. State of Wisconsin certification Fire Apparatus Driver Operator, if the Fire Department chooses to offer the course.

32.04 The following miscellaneous items will be applied in the promotional procedure:

- A. Testing will occur in September or October for Captain and Lieutenant; subject to 120 day notice; anytime for Special Assignment- Paramedic, subject to 60 day notice..
- B. If the Fire Department chooses to require the State of Wisconsin Fire Apparatus Driver Operator Certification, it will offer the State of Wisconsin Fire Apparatus Driver Operator Certification Course to all members of the Bargaining Unit to ensure all employees are Wisconsin State Certified Apparatus Driver Operators.
- C. The Promotional List will become active on January 1st following the testing. The list will be active for two years.
- D. Seniority will be calculated up to the first day that the list becomes active. (January 1st following the testing process)
- E. Seniority, Oral Evaluation and the Performance Evaluation will be graded on the curve (the highest scorer in each category will receive the maximum points). The written exam will be set at 70% as passing. Candidates receiving a 70 % and above will then be graded on a curve. Education points will be awarded to those that provide transcripts or proof of certification.
- F. Scores of individuals who do not complete all components of the testing process will not be considered when calculating the curve.
- G. If an individual holds a special assignment, that assignment's department head (e.g. Hazmat, Paramedic, Fire Investigator) may be called upon as an informational resource for the Department Evaluation.
- H. Validated tests will be used for the written components.
- I. If at all possible, the oral panel will consist entirely of fire service professionals from outside of the Kenosha Fire Department.
- J. All promotions are subject to approval by the Board of Police and Fire Commissioners. No candidate will be offered a promotion without first receiving the prior approval of the Board.

32.05 Individuals that leave the Bargaining Unit to accept a non-represented position, then return to the Bargaining Unit, must accumulate one (1) year of service in the position they held prior to leaving the Bargaining Unit before becoming eligible to take out an application for promotion. Individuals can not return to the Bargaining Unit unless a position they currently held, or lower position is open. For purposes of seniority in relation to promotions, an employee's seniority time spent outside the Bargaining Unit will not count in the employee's seniority ranking in the Promotional Procedure.

32.06 In the interest of securing the largest possible pool of candidates for promotion to officer, the Union and the City agree to the following in regards to an officer certification course:

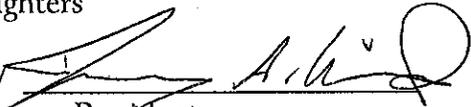
- A. Beginning in May 2006, the City of Kenosha Fire Department will offer to members of the Bargaining Unit the State of Wisconsin State Certified Fire Officer Course.
- B. This course will be provided the year prior to promotional procedure application postings.
- C. The course will be offered to any interested Bargaining Member on Mondays, so as not to conflict with Department Organized Modular Training, and will be presented in two (2) three (3) hour blocks of instruction; in the morning 0900 – 1200 and in the afternoon 1330 –B. If the Fire Department chooses to require the State of Wisconsin Fire Apparatus Driver Operator Certification, it will offer the State of Wisconsin Fire Apparatus Driver Operator Certification Course to all members of the Bargaining Unit to ensure all employees are Wisconsin State Certified Apparatus Driver Operators.
- D. Fire Administration will pool on duty personnel to ensure having a minimum of front line apparatus on second call status, thus enabling the largest number of interested personnel the possibility to attend full blocks of instruction. (NOTE: The number of front line apparatus on second call status will follow the same pattern used in normal modular training.)
- E. Off duty personnel will attend the course without the benefit of overtime.
- F. The course will be open to twenty five (25) students with the enrollment based upon seniority and the employee's need to meet the minimum requirement for promotion.

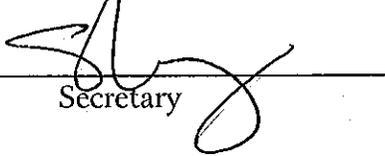
ARTICLE 33 - DURATION OF AGREEMENT

33.01 This Agreement shall be in full force and effect from January 1, 2011 to December 31, 2012, inclusive, and shall continue from year to year thereafter unless written notice of the desire to cancel, amend or terminate is served by either party upon the other at least ninety (90) days prior to the date of expiration.

Approved this 16TH day of MARCH, 2011

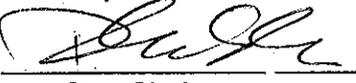
Local 414, Kenosha Firefighters
International Association of Fire
Fighters

/s/ 
President


Secretary

City of Kenosha

/s/ 
Mayor

/s/ 
City Clerk

APPENDIX A - TUITION AID PROGRAM
GUIDELINES AND POLICIES

PURPOSE

The improvement of employees' knowledge and skills for the continued growth of the employee and to better City services. The purpose of the Tuition Aid Program is to help employees reach their career potential by providing financial assistance on a voluntary basis for those who wish to take job-related educational courses.

ELIGIBILITY

Actively employed regular, full-time employees who have passed their initial probationary period with the City and are not eligible for other City sponsored programs providing reimbursement or compensation for attending or having attended school.

APPROVED COURSE WORK

Tuition Aid benefits are available for courses meeting one of the following criteria:

1. Courses which are directly related to the employee's current job and would improve their skills on the job.
2. Courses which will prepare an employee for a promotion to an existing position with the city for which an adequate number of qualified current employees are not available.
3. Courses taken to complete the requirements for a grammar school certificate or a high school diploma.
4. Courses taken to complete requirements for a four-year Bachelor's Degree or graduate degree.
5. Courses taken to complete requirements for a two-year Associate Degree program or one-year Diploma program provided (a) the overall program is either directly related to the employee's current job and would improve their skills on the job or it would prepare an employee for a promotion to an existing position with the City for which an adequate number of qualified current employees is not available, and (b) the employee has already completed at least 18 credits of course work toward the

Associate Degree or Diploma which meet the criteria for reimbursement under 1 or 2 on the preceding page.

In order to be eligible under this program, the school offering the course must be accredited by one of the following agencies:

1. North Central Association of College and Secondary Schools.
2. Distance Education and Training Council.
3. Wisconsin-Technical College System Board.

POLICY

Reimbursement will be made only after satisfactory completion of the course(s). This is interpreted as at least a grade of “C” or an equivalent marking or, if the course is ungraded, satisfactory evidence of completion. The City will pay 80% of educational costs up to a maximum of \$1500.00 per calendar year.

Costs covered under this program include tuition, books, materials, lab fees, matriculation and other miscellaneous fees incurred in the process of taking a course(s).

Employees eligible for other forms of educational assistance (e.g. Veteran’s Educational Program, Scholarships, etc.) must first exhaust that financial aid before applying for benefits under the City Tuition Aid Program.

APPLICATION AND REFUND PROCEDURE

Employees should obtain a Tuition Aid Request form from their supervisor, complete it and return it to their supervisor as far in advance as possible before the close of registration for the course(s).

This request must be approved by the employee’s supervisor, department head and be forwarded to the Personnel Office for final authorization and recording.

After the authorization is given, the employee should register and pay the appropriate costs for tuition and fees.

When the course(s) are completed, a copy of the grade report, along with the receipts for tuition and fees paid, should be submitted to the Personnel Office for processing and refund. This must be done by the employee within 30 days of notification of satisfactory completion of the course(s).

STIPULATIONS

1. All courses must be taken during other than employee's regular work hours unless vacation or compensatory time is used and department approval has been given.
2. There should be a reasonable assurance that the employee intends to remain an active City employee for at least one year after completion of course work in order to qualify for tuition assistance at public expense.
3. Employees on Worker's Compensation shall remain eligible for the Tuition Aid Program.
4. Reimbursement will not be made to an employee who was discharged or voluntarily terminates employment with the City before completion of a course(s) enrolled in.
5. Reimbursement will not be made to an employee who withdraws from a course(s) due to personal reasons.
6. If an employee is laid off for reasons beyond their control, subsequent to the approval enrollment, eligibility for aid will continue through satisfactory completion of the course(s) currently enrolled in.

ADMINISTRATION OF THE PROGRAM

Any disputes relating to the interpretation and administration of the Tuition Aid Program will be decided upon by a committee comprised of the City Administrator, Personnel Supervisor and Finance Director.

APPENDIX B - ATTENDANCE MONITORING & CONTROL POLICY

Section I - Statement of Policy

Fire Department personnel are entitled to paid leave when they sustain an injury or illness which interferes with their ability to safely, effectively, equitably and efficiently perform their duties. Given the fact that injuries or illness can occur without warning, leave necessitated by these factors is commonly unscheduled.

Both parties recognize that unscheduled leave disrupts the operation of the Department in that it makes it difficult to effectively assign personnel. In order to deliver service to the community in a timely and efficient manner, it is recognized that it is essential for the Department to maintain a stable workforce.

The parties further recognize that when an injured or ill employee reports for work it has a disruptive effect on the Department's operations. Attendance by an employee who suffers from a contagious illness subjects the employees, co-workers and the public to the risk of infection.

It is the responsibility of employees to make themselves available for work on a regular basis. Employees are relieved of this responsibility when illness or injury prevents them from performing their duties in a safe, effective and efficient manner.

This policy is established as the means by which the usage of sick leave will be monitored and how abuse of this benefit will be dealt with by the management of the Fire Department and the City of Kenosha.

This policy pertains to all employees who work a twenty-four (24) hour day.

Section II - Calling In

Any employee unable to report for their regular tour of duty because of injury, illness or other circumstances beyond their control will report their absence to a fire officer at the station to which they are expected to report for work. This report should be made at least one (1) hour prior to the beginning of their tour. Employees are encouraged to report an absence the evening prior to their

duty day if practical.

Employees are directed to notify a fire officer in the station at which they are next expected to work of their intention to return to work from sick leave. This notification should be given as soon as practical so as to allow for effective staffing.

Section III - Attendance Monitoring

In order for sick leave abuse to be controlled, it is necessary that the attendance of all employees be monitored.

A. - Responsibility for Monitoring

The Fire Chief is responsible for the monitoring of attendance in the Fire Department. The Chief may delegate this responsibility to management personnel.

B. - Monitoring Periods

Beginning on January 1, 1996, the attendance of all employees of the Fire Department will be analyzed once every four (4) months. Each analysis shall consider only the previous twelve (12) months.

C. - Monitoring Procedure

The Fire Chief or his/her designate will review the sick leave utilization of all employees covered by this policy at the times and for the periods described above. Each individual's sick leave utilization shall be compared to the following criteria to determine if there is probable cause to suspect sick leave abuse:

Benchmark Criteria #1

1. Employee has had more than four (4) occurrences of sick leave in the period.
2. Employee has had two (2) or more occurrences of sick leave on the day immediately before or immediately after a work reduction day (See Section 8.01).
3. Employee has had two (2) or more occurrences of sick leave after exhausting all work reduction days and vacation days.
4. Employee is known to engage in off-duty activities inconsistent with that which would be engaged in by a reasonably prudent, similarly situated ill or injured person.
5. Two (2) occurrences of sick leave with less than twenty-four (24) hours of actual work between them.

Section IV - Determining Abuse

A. - Initial Interview

All employees whose sick leave utilization meets or exceeds any of the above criteria will be interviewed (while on duty) by the Chief or his/her designated analyst. The employee will be given one week notice of said interview so as to prepare and/or obtain any documents he/she might offer to alleviate any suspicion of sick leave abuse and to notify the Union. Up to two (2) union representatives will be allowed to attend the interview.

The interviewer will ask the employee to explain the circumstances under which the employee utilized the suspected sick days. Any absence explained to the satisfaction of the interviewer will be dropped from consideration in the instant review and subsequent reviews. Satisfactory explanations will include but not be limited to a doctor's excuse or office visit, a duty injury or emergency room treatment. The reasonableness of the explanation will be subject to the grievance procedure with management bearing the burden to prove that the absences were not legitimate.

If, after the elimination of satisfactorily explained absences, there remains a situation whereby one of the above defined criteria continues to be met, the employee will be notified that he/she has been determined to have abused sick leave.

Section V - Disciplinary Steps

If an employee is proven to have abused sick leave by matching the criteria above, the following steps will be followed as a means of progressive discipline.

A. - Verbal Warning

In the first instance in which an employee is proven to have abused sick leave, he/she shall receive a verbal warning that such abuse will not be tolerated and will be notified of the steps which will be taken, according to this policy, if his/her sick leave abuse continues. A confidential record of this warning will be kept in that employee's Fire Department personnel file. When the employee has worked twelve (12) months without exceeding any of the benchmarks in Section III of this policy, the record of the verbal warning will be removed from his/her file. Once the record of a verbal warning is removed from a file, any subsequent

case of abuse will be treated as a first offense and be dealt with by issuing another verbal warning.

Once an employee receives a verbal warning, his/her attendance will be reviewed again after six (6) months. At this time, the employee's sick leave utilization from the time of the verbal warning will be compared to the following benchmarks:

Benchmark Criteria #2

1. Employee has had more than two (2) occurrences of sick leave in the period.
2. Employee has had one (1) or more occurrences of sick leave on the day immediately before or immediately after a work reduction day. (See Section 8 .01)
3. Employee has had one (1) or more occurrences of sick leave after exhausting all work reduction days and vacation days.
4. Employee is known to engage in off-duty activities inconsistent with that which would be engaged in by a reasonably prudent, similarly situated ill or injured person.
5. Two (2) occurrences of sick leave with less than twenty-four (24) hours of actual work between them.

Should the employee's sick leave utilization match or exceed any of the benchmark criteria #2, he/she will be interviewed (while on duty) by the Chief or his/her designated analyst. The employee will be given one week notice of said interview so as to prepare and/or obtain any documents he/she might offer to alleviate any suspicion of sick leave abuse and to notify the Union. Up to two (2) union representatives will be allowed to attend the interview.

The interviewer will ask the employee to explain the circumstances under which the employee utilized the suspected sick days. Any absence explained to the satisfaction of the interviewer will be dropped from consideration in the instant review and subsequent reviews. Satisfactory explanations will include but not be limited to a doctors excuse or office visit, a duty injury, or emergency room treatment. The reasonableness of the explanation will be subject to the grievance procedure with management bearing the burden to prove that the absences were not legitimate.

If, after the elimination of satisfactorily explained absences, there remains a situation whereby one

of the above defined criteria continues to be met, the employ ee will be notified that he/she has been determined to have continually abused sick leave.

B. Written Warning

If an employee has a record of a verbal warning in his/her personnel folder and he/she has been shown to be a continual sick leave abuser under Section V, A of this policy, he/she will be issued a written disciplinary warning. This warning shall inform the employee that such abuse will not be tolerated and he/she will be notified of the steps that will be taken according to this policy if his/her sick leave abuse continues. A copy of this warning will be placed in the employee's Fire Department personnel file and will remain there for a period of three (3) years.

During the three year period after issuing a written warning, the employee's sick leave utilization will be checked every six (6) months and compared to the benchmark criteria #2. Should the employee's sick leave utilization match or exceed any of the benchmark criteria #2, he/she will be interviewed (while on duty) by the Chief or his/her designated analyst. The employee will be given one week notice of said interview so as to prepare and/or obtain any documents he/she might offer to alleviate any suspicion of sick leave abuse and to notify the Union. Up to two (2) Union representatives will be allowed to attend the interview.

The interviewer will ask the employee to explain the circumstances under which the employee utilized the suspected sick days. Any absence explained to the satisfaction of the interviewer will be dropped from consideration in the instant review and subsequent reviews. Satisfactory explanations will include but not be limited to a doctor's excuse or office visit, a duty injury or emergency room treatment. The reasonableness of the explanation will be subject to the grievance procedure with management bearing the burden to prove that the absences were not legitimate.

If, after the elimination of satisfactorily explained absences, there remains a situation whereby one of the benchmark criteria #2 continues to be met or exceeded, the employee will be notified that he/she has been determined to have continually abused sick leave.

If no further abuse is found during the three year period starting on the date of the issuance of the written warning, the warning letter will be removed from the employee's file and that employee's attendance will draw no more scrutiny than that of other non-abusing employees.

C. - Unpaid Sick Leave

Should an employee continue to abuse sick leave as defined in this policy after a written warning is issued, he/she will not be compensated for sick time for a period of one year. After that time, the employee will again be eligible for paid sick leave and monitoring of his/her sick leave utilization will be compared to the benchmark criteria #1. If any of the criteria is met or exceeded, he/she will be subject to further discipline in accordance with Section 62.13 Wis. Stat.

If none of the benchmark criteria #1 is met or exceeded, the employee's attendance will be monitored as if he/she had just been given the written reprimand.

If no further abuse is found during the three year period starting on the date of issuance of the written warning, the warning letter will be removed from the employee's file and that employee's attendance will draw no more scrutiny than that of other non-abusing employees.

APPENDIX C - EMS DUE PROCESS RIGHTS

The Kenosha Fire Department (KFD); Local No. 414, IAFF (Union); and the Medical Director of the Kenosha Fire Department Emergency Medical Services System (Medical Director) recognize that EMT-Ps and EMTs are allowed to perform the duties associated with these certifications only with the support and under the direction of the system medical director. The people holding these certifications are compensated for their level of certification, provided they are able to use their certification to the benefit of the employer. They therefore have an interest in seeing that they are not unjustly denied the support and direction of the medical director, and thereby the compensation they enjoy. This policy is meant to provide a means by which the employees legitimate right to continued medical support for their certification can be determined.

This policy is not meant to discourage the resolution of problems through informal means. On the contrary, the parties wish to foster an environment of open and candid communications between the medical director and the providers of Emergency Medical Services (EMS).

To accomplish the aforementioned goals, the following policy is established:

1. In dealing with complaints lodged against a member of the Kenosha Fire Department (KFD), the person against whom a complaint is lodged shall be advised of the nature of the complaint and the person lodging the complaint before any investigation is done. If the complaint is made in writing, a signed copy shall be furnished to the employee.
2. Employees are entitled to Union representation at any time they wish and they shall not be denied this representation, if requested, under any circumstances. Union representatives will be appointed by the Union.
3. In the event the Medical Director of the KFD EMS System decides on a course of action that will affect the wages, hours, or conditions of employment of an employee, the employee may choose to have the Medical Director's decision reviewed, at a hearing by an impartial panel. This panel shall consist of five (5) persons selected as follows:
 - Two persons selected by the Medical Director, one of who will be a physician who is board certified in emergency medicine by the American College of Emergency Physicians. This physician will neither be involved in the incident nor professionally associated with the Medical Director.
 - Two persons selected by the employee, neither of whom are assigned to the employee's station or who were involved in any incident that may have given rise to the instant complaint.
 - One member of the Wisconsin Employment Relations Commission staff, who shall serve as a voting chairperson of the panel. This person's role will be to conduct the hearing, to rule on the admissibility of evidence, and to advise the other members of the weight that is appropriately given to the evidence that is admitted.
 - The ruling of this panel, as determined by a majority vote, will be final and binding on all Parties involved. The panel will have the power to modify the course of action proposed by the Medical Director. The panel will make every effort to deliver its ruling at the end of the

hearing, after a reasonable time for deliberation. This ruling will later be summarized in writing and provided to the parties.

4. Discipline of EMT-Ps and EMTs will be based on just cause standards and will follow progressive steps.

This document will be affixed to and made part of the labor agreement between Local No. 414, IAFF and the City of Kenosha.

Agreed to this date: Apr. 19, 1996

Richard Thomas
Richard Thomas, Fire Chief
Kenosha Fire Department

M. G. Manske MD
Michael Manske, MD
Medical Director, Kenosha Fire Department EMS System

Matt Loewen
Matt Loewen, President
Local No. 414, IAFF

SUPPLEMENT NO. 1

RULES AND REGULATIONS OF THE FIRE DEPARTMENT

All sworn personnel who may be employed in the Fire Department shall be subject to such rules and regulations and shall perform such duties as may be prescribed for, or required of them by the Chief of the Fire Department, with the approval of the Mayor or the Common Council and not inconsistent with the State Statutes.

I. FIRE CHIEF

The Chief shall command and direct the overall activities of the Fire Department, within the authorities of Wisconsin Statute, Wisconsin Administrative Rule, City of Kenosha Ordinance, lawful orders and directives, to enable the City of Kenosha to provide effective fire prevention, fire suppression, emergency medical service, and public information and education services for the citizens of the City of Kenosha. The Chief shall report directly to the Mayor.

The Chief shall have the custody of all Fire Department apparatus and equipment, buildings, tools, etc., and shall inspect or cause to be inspected the same at regular intervals.

The Chief shall investigate or cause to be investigated the cause of each fire in the City of Kenosha brought to his/her attention and shall keep a correct record of the same at his/her office.

Department personnel shall be outfitted and wear the regulation uniform as designated by the Chief. The Chief shall from time to time, by directive, indicate the uniform to be worn.

Station Officers will be held responsible for the condition of their uniforms and those of subordinates under their command.

The Chief shall have the authority to transfer or assign any personnel under his/her command to duty at any point in the Fire Department as he/she sees fit.

II. DEPUTY FIRE CHIEF

The deputy Chief shall be next in rank to the Fire Chief and shall command and direct the overall activities of the Fire Department. The Deputy Chief shall relieve the Fire Chief of much of the day to day administrative, technical, and supervisory detail work of the department by assisting and directing fire suppression, emergency medical services, fire prevention, training and maintenance. The Deputy Chief shall follow the directions from the Fire Chief. In the absence of the Fire Chief, the Deputy Chief may take over all the authority of the Fire Chief.

The Deputy Chief shall have direct supervision over all staff members. The Deputy Chief shall set directives, goals and objectives for staff to follow through on.

The Deputy Chief shall administer policies and procedures for all functions of the department, personnel, employee relations, staffing, recordkeeping, fiscal control, research and development, and training.

The Deputy Chief shall, when requested, respond expeditiously to emergency scenes.

III. BATTALION CHIEFS

The Battalion Chiefs shall be next in rank to the Deputy Fire Chief. They, or their designates, shall serve as the shift commanders and respond to all emergency calls specified in policy and procedures. They shall serve as Incident Commander at emergency scenes and plan, lead, organize, and control all aspects of emergency response.

The Battalion Chiefs shall be the direct superiors to the House Captains and Captains on their respective shifts. In the absence of the Deputy Chief or Fire Chief, they may be assigned to operate in that capacity. They shall carry out the essential job duties and responsibilities as cased in their internal directives and, as needed, other duties as directed by the Deputy Chief and/or Fire Chief.

IV. DIVISION CHIEF OF THE FIRE PREVENTION BUREAU

Under the direct supervision of the Deputy Fire Chief, the Division Chief of the Fire Prevention plans, leads, organizes, and controls all aspects of the Kenosha Fire Department's Fire Prevention

Bureau. The Division Chief directs employees in all areas of fire prevention, fire safety inspections, fire investigations and ensures that all Fire Prevention Bureau activities meet or exceed all state and local laws. The Division Chief administers and directs all activities pertinent to fire prevention, administers direct supervision of the Fire Prevention Bureau staff and may direct line personnel in the area of fire prevention. The Division Chief of the Fire Prevention shall respond expeditiously to emergency scenes to provide assistance with incident command as needed. The Division Chief oversees day to day control of the Fire Prevention Bureau.

V. ASSISTANT DIVISION CHIEF OF THE FIRE PREVENTION BUREAU

Under the direction of the Division Chief of Fire Prevention Bureau, the Assistant Division Chief of the Fire Prevention Bureau is responsible for technical and specialized work in fire investigations, inspections and prevention. The Assistant Division Chief of the Fire Prevention Bureau ranks next in line to the Division Chief of the Fire Prevention Bureau. The Assistant Division Chief is to assist the Division Chief in the day to day operations of the Fire Prevention Bureau. The Assistant Division Chief will provide support to the Division Chief for any other goal or objectives defined by the Kenosha Fire Department. The Assistant Division Chief of the Fire Prevention Bureau shall respond expeditiously to emergency scenes to provide assistance with incident command as needed. In the absence of the Fire Prevention Bureau Division Chief, this person would function in the capacity of the Division Chief.

VI. FIRE PREVENTION BUREAU INSPECTOR

Under the direction of the Division Chief of the Fire Prevention Bureau, the Inspector is responsible for technical and specialized work in fire investigations, inspections and prevention. The Inspector rank will be next in line to the Assistant Division Chief for the Fire Prevention Bureau. The duties of the Inspector include but are not limited to responsibility for field enforcement of local and state fire safety codes, laws and ordinances; conducting the investigation of all fires; and the management of the Fire Investigation Team and the line level Inspection Officers. The Inspector will oversee the inspection of residential, commercial, and industrial properties for the detection and removal of fire hazard and may direct line personnel in all areas of fire prevention. The Inspector shall respond expeditiously to emergency scenes to provide assistance with incident command as needed. The Inspector will provide support to the Division

Chief for any other goals or objectives defined by the Kenosha Fire Department.

VII. EMERGENCY MEDICAL SERVICE DIVISION CHIEF

Under the direct supervision of the Deputy Chief, the Emergency Medical Service (EMS) Division Chief is responsible for directing all functions of the EMS Administration and Operations. This should include but limited to planning, organizing, budgeting, expenditures, policy formulation, training, communications, as well as the billing services for the Division of Emergency Medical Services. The EMS Division Chief shall perform all other duties as required of the position and directed by the Fire Chief or his/her designee. The EMS Division Chief shall have direct supervision of the Assistant EMS Division Chief.

The EMS Division Chief shall act under the Incident Management System established by the Fire Chief. The EMS Division Chief shall respond expeditiously to emergency scenes to provide assistance with incident command as needed.

VIII. ASSISTANT EMERGENCY MEDICAL SERVICES DIVISION CHIEF

The Assistant Emergency Medical Services (EMS) Division Chief shall perform duties as directed by the EMS Division Chief. In the absence of the EMS Division Chief, this person would automatically function in the capacity of the City of Kenosha Fire Department's EMS Division Chief. The Assistant EMS Division Chief shall assist the division in planning, coordinating, organizing, budgeting, policy formulation, training, communication, risk management, and quality improvement. The Assistant EMS Division Chief shall maintain a working knowledge of all departmental policies and procedures.

The Assistant EMS Division Chief shall perform all other duties as required of the position and directed by the EMS Division Chief or his/her designee.

The Assistant EMS Division Chief shall act under the Incident Management System established by the Fire Chief. The Assistant EMS Division Chief shall respond expeditiously to emergency scenes to provide assistance with incident command as needed.

IX. DIVISION CHIEF OF TRAINING AND SAFETY

Under the direct supervision of the Deputy Fire Chief, the Division Chief of Training shall plan, lead, organize, maintain, and control all aspects of the Kenosha Fire Department's Training Division. The Division Chief of Training shall serve as the department's Health and Safety Officer (HSO), the Incident Safety Officer (ISO) and as an educational advocate for all Fire Department personnel. The Division Chief of Training will be the direct supervisor of all Kenosha Fire Department instructors, research and recommend modifications to department standard operating guidelines and procedures, and research new equipment and trends with consideration toward appropriating and training. The Division Chief of Training will facilitate Post-Incident-Analysis, investigate duty-related injuries, prepare strategic plans and advise the Deputy Fire Chief on future department needs. The Division Chief of Training may serve as KFD delegate to many city, county and state committees and teams. When needed, the Division Chief of Training shall respond expeditiously to emergency scenes to provide assistance as the ISO.

X. HOUSE CAPTAINS

House Captains or any personnel of the Fire Department acting in their capacity shall be the ranking officer in the fire station to which they are assigned. House Captains shall coordinate the activities of other officers and personnel assigned to their station to provide consistent and effective management, operation, and control of their subordinate personnel, station, and equipment.

House Captains shall perform all duties required of Captain.

XI. CAPTAINS

The Captains or any personnel of the Department acting in their capacity shall have command and control of subordinate personnel. They shall have full control of company quarters and shall be held responsible for the maintenance of discipline in their prescribed sphere of authority. It shall be their duty to preserve order and discipline at all times and to require and enforce compliance with rules, regulations and orders of the Department and higher ranking officers.

They shall be at their quarters at all times, except when on regular leave of absence, at fires or

emergencies, or absent on Department business. They shall always have in quarters a sufficient number of personnel to properly man the apparatus and shall be ready and prepared to perform efficient duty whenever it is required.

They shall have full control over their apparatus, buildings, and all other property therein, and will be held responsible for the same. They shall have their quarters ready for public inspection at any reasonable hour of the day. It shall be their duty to see that the apparatus and equipment committed to their care are in good condition and repair, ready for immediate use at all times. They shall keep an accurate account of all property entrusted to their care. Each year, in the month of January, they shall inventory all apparatus, equipment, furniture, supplies and appliances within their jurisdiction and forward a copy to the Office of the Fire Chief.

They shall promptly report to the commanding officer upon arriving at a fire or emergency scene. In the absence of a higher ranking officer, they shall assume command until his/her arrival. If the fire or emergency has assumed serious proportions, they shall utilize appropriate resources and direct all operations until a higher ranking officer arrives or the fire or emergency has been extinguished or resolved.

They shall report to the Office of the Fire Chief without delay all accidents, collisions, etc., resulting in loss of life or injury to persons, or damage to property, however slight, or other unusual or extraordinary occurrence of any nature, whether happening to personnel or apparatus and equipment of the Fire Department at any time or place, or to any person or property of any kind in connection with the operation of the Fire Department while proceeding to, working at, or returning from fire or emergency scenes, ambulance-rescue calls or any other detail work performed by any personnel, together with such other information as may be pertinent. The names of all witnesses, both Fire Department Personnel and citizens should in all cases be given.

They shall report to the Office of the Fire Chief or the Fire Prevention Bureau all matters concerning any and all dangerous buildings or conditions that may come to their attention at fires or otherwise.

If, after returning from a fire or emergency scene, or Ambulance-Rescue call, any article, tool or equipment belonging to their company is missing, they shall report the same as directed by the Office of the Fire Chief. They shall also report any articles belonging to other companies that may be in their possession and cause to return the same as soon as possible.

They shall permit the trading of duty time for themselves and their subordinates within the following guidelines, policies and procedures contained in ARTICLE 11.

Nothing in this policy shall be construed to limit the discretion of the Fire Chief with regard to matters affecting the public health, safety, or general welfare.

They shall cooperate in every manner with the Fire Prevention Bureau in assigning personnel to Fire Prevention Activities.

Inspection reports shall be reviewed by the Captain after each inspection is completed before being submitted to the Fire Prevention Bureau.

They shall observe and inspect all services, repairs, alterations, painting, etc. that are performed in their respective stations and ascertain whether they are completed according to specifications, and forward a report to the Office of the Fire Chief.

They shall test all of the hose in their quarters each year and forward a report of condition and inventory of the same to the Office of the Fire Chief each year on the forms provided.

They shall not permit any loitering in any Fire Department buildings.

They shall assign the personnel in their quarters to various duties for maintaining and keeping clean, various sections of their quarters.

They shall post all orders and communications on the bulletin board for a period of at least thirty days and then place the same on file for future reference by personnel of the Fire Department.

They shall see that the Flag of the United States of America is displayed on company quarters on the national holidays and/or whenever ordered by the Office of the Fire Chief.

They shall prepare such forms as are provided for the purpose of recording full particulars of all fire, emergency, and rescue runs made by apparatus in their station. They shall keep all books or records as the Chief may from time to time require.

XII. LIEUTENANTS

They shall have command and control of the apparatus, and personnel, to which they are assigned. In the absence of the Captain, they shall assume command and fulfill all the orders, regulations and duties of the Captain.

They shall be responsible for the duties and assignments given them by the Captain.

They shall notify the Captain of the necessity for any repairs, alterations or changes of their equipment or for necessary supplies.

They shall make and sign any and all reports or forms that may be prescribed by their superior officers.

XIII. APPARATUS OPERATORS

Apparatus Operators shall be directly responsible for the care, maintenance and working condition of their assigned unit or apparatus.

They shall hold a valid motor vehicle operator's license of the State of Wisconsin, and shall be familiar with all rules and regulations governing emergency apparatus of the City of Kenosha and the State of Wisconsin.

They shall familiarize themselves with the operation of their apparatus and equipment and other specialized equipment so as to be able to properly use and operate this equipment at any time they are ordered to do so by a Fire Officer.

They shall report to the Fire Officer in charge of their equipment the necessity of any changes, repairs or alterations to their apparatus or equipment.

They shall familiarize themselves with the location of streets, schools, hospitals, nursing homes, industrial complexes and shopping areas, so as to respond promptly and efficiently when answering an alarm or emergency.

They shall, at the scene of a fire or emergency, note the conditions of hydrants used, variations in water pressure, length of time pumping and layout of hose and report the same to the Fire Officer in charge of their equipment; complete the daily apparatus inspection and equipment inspection and record the same on the forms provided.

They shall start and test all apparatus engines and pumps upon the orders of their supervisors at suitable intervals consistent with proper maintenance practices of motor truck operation.

XIV. FIREFIGHTER

Firefighters shall perform any and all duties that the Chief or their superior officers may direct. They shall familiarize themselves with the rules and regulations of the Fire Department and shall obey all orders and commands.

XV. FIRE DUTY

All personnel of the Fire Department when responding to or working at the scene of a fire or emergency shall be attired in turn-out coat, boots, helmet and mittens or gloves, and other appropriate attire or equipment as directed or required for safe, recognized operational effectiveness.

The ranking Officer present shall have command at a fire or emergency. The Officer first arriving shall assume command until the arrival of a higher ranking officer, but in no case shall an acting Officer remain in command after the arrival of a regular Officer of the same rank or higher rank.

The orders of the Officer in command at a fire or emergency shall be promptly obeyed by all personnel on duty at such fire or emergency. Such orders shall not create an unreasonable risk to the health, safety or life of Fire Department personnel.

XVI. GENERAL RULES

All officers shall promptly report in writing to the Chief any incompetency, unfitness for duty, neglect of duty, disobedience of orders, insubordination or the violation of any rule, regulation or order of the Chief coming to their knowledge. In their report, they shall state the name of the offender, time and place of the offense, its nature, the names of persons by whom such facts can be proven and any other essential information. This requirement is mandatory and a report must be made even though another report may have been made by another officer. However, before any action is taken relative to the above, both the complainant and the complained against and witnesses shall be interviewed together by the Chief and/or the Battalion Chief.

All officers shall perform such other duties as may be required of them from time to time by the Chief.

All personnel of the Fire Department shall be furnished a copy of these rules and regulations and shall be knowledgeable about the wording and intent of the contents.

In matters of general conduct, not within the scope of department rules, personnel shall be governed by the ordinary rules of good behavior observed by law abiding citizens.

Officers shall be just, dignified and firm in their dealings with subordinates, being careful to refrain from violent, abusive or immoderate language in giving orders and directions, as well as in conversations with them.

Officers shall promptly report, with sustained charges, any transgression of law, ordinance, rule or orders.

Any personnel assigned to act in a superior position shall be obeyed with the same promptness as a regularly appointed officer.

No information relative to the business, or affairs of the Fire Department, shall be furnished to any person not connected therewith unless authorized by the Chief. No personnel of the Fire

Department shall make any false report regarding other personnel either as to any offense, or business of the department, which shall tend to create disturbance or to bring any personnel of the Fire Department into discredit.

No personnel shall loan, sell or give away any property of the Fire Department. Personnel shall carefully avoid any waste of gasoline, oil or other materials or supplies. No personnel shall appropriate or use for his/her own purposes or the purposes of another, not in the promotion of business of the department any gasoline, oil, supplies or equipment of the department. Personnel using private vehicles for the promotion of Fire Department business shall requisition all automotive supplies and services by properly filling out the necessary forms provided and forwarding the same to the office of the Fire Chief within 24 hours.

Beds shall not be occupied between the hours of 6:45 A.M. and 9:00 P.M. In case of fatigue or illness, personnel shall obtain permission to go to bed at any time during the day.

Transfers of personnel from platoon to platoon and from station to station shall be made upon orders of the Chief, and whenever possible, with five (5) days notice to the personnel to be transferred. Application for transfer shall be in writing on forms provided.

No beer or intoxicating beverages shall be permitted or consumed in or about the fire stations or other premises occupied by the Fire Department, nor shall any gambling with cards or dice for money, liquor or any article of value be permitted while on duty.

The use of any controlled substance by any member of the Fire Department is prohibited.

Heterosexual or homosexual acts performed while on duty are expressly prohibited.

Fire Department telephones shall be limited to Fire Department use only. Permission for private use shall be granted in emergency cases only.

Personnel are required to observe all safety precautions on the job at all times, such as being aware

of hazards, consideration of fellow workers, thinking before acting and to report any and all unsafe conditions to their commanding officers immediately.

Personnel shall report for their regular tour of duty no later than 7:15 A.M.

Company officers shall report to the platoon commander whenever any personnel is taken ill or injured while on duty and is relieved of duty for a valid reason.

Any member unable to report for their regular tour of duty because of illness, injury or other circumstances beyond their control, shall notify the fire officer in charge in the fire station he is assigned before 6:15 A.M. of the duty day.

Personnel of the Fire Department shall not deliver addresses at a public gathering as a representative of the department, nor shall they under any circumstances, as a representative of the department, make statements for publication concerning the plans, policies or affairs of the administration of the Fire Department unless duly authorized to do so by the Chief.

Personnel of the Fire Department shall not engage in any political or religious discussion to the detriment of discipline. Participation in political activities while on duty is prohibited.

Personnel of the Fire Department shall not engage in any contest or solicit votes for presents or prizes offered to personnel of the department for securing or receiving votes; neither shall they permit the use of their photograph or names for advertising purposes, or by testimonial, recommendation, or by any other means, participate in any advertising scheme or enterprise in uniform, and/or pertaining to the Fire Department, except by permission of the Fire Chief.

Whenever any personnel of the Fire Department retires, resigns or is discharged, or by any way vacates his/her position, he/she shall surrender to the Fire Chief all property in his/her possession belonging to the Fire Department. In case of death of any personnel of the Fire Department, the Chief or his/her designated representative will obtain his/her badges and all other department property that he/she possessed, and make proper disposition of it.

Personnel of the Fire Department shall reside within a radius equal to the approximate distance to the Walworth/Kenosha County line north to the "Milwaukee" area. Residency shall include the following areas: Kenosha County, Racine County except for the Town of Waterford (the Village of Waterford is acceptable), Franklin, Oak Creek, and South Milwaukee. The residency radius will not extend into Illinois (reference map on the last page of this contract). Any man/woman appointed to the department and not residing within the aforementioned area upon appointment must do so prior to the completion of the probationary period.

Personnel of the Fire Department are required to abide by the City Ordinance regulating part time employment.

Any personnel of the Fire Department violating any of the foregoing rules and regulations may be suspended, reduced in rank or removed in the manner provided by Section 62.13 of the Wisconsin Statutes.

Officers shall, under no circumstances, exceed their authority in giving orders, and a superior giving such orders will, in the case of harmful results, be liable to the extent of the prescribed penalties; and the subordinate member, acting in obedience to such order, will be protected, as far as may be, against any penalty prescribed in these rules by the Fire Chief, provided that no collusion to commit a wrong existed between the parties, and that the order thus erroneously given was not palpably wrong to a person of ordinary judgment.

MEMORANDUM OF UNDERSTANDING

CROSS STAFFING OF UNITS AT STATION #7

During the term of the 2004 – 2006 Contract, notwithstanding other provisions in the contract, at Station #7, one (1) four (4) person crew will be assigned to an in-service engine, an in-service rescue unit and a P-19 at the same time to maintain minimum staffing for said apparatus. The seven employees per shift assigned to Station #7 as identified on the most current "computer and employee number" department roster, while the above cross-staffing situation is in effect, shall receive 1% of the Top Step of a Firefighter as indicated in Section 13.02 for each full month so assigned. In the event, after all time off is accounted for, there is sufficient manpower available to man Engine Seven, one three (3) person crew will man Engine Seven and one three (3) person crew will man Med. Seven. The third person to man Engine Seven, and limited only to manning Engine Seven, will be a person assigned from the four (4) person crew of Med. Seven. This staffing will thus enable Station Seven to respond to emergency calls with two (2) apparatus staffed each with three (3) personnel. When department wide staffing dictates there is not sufficient manpower, the cross staffing will revert to a minimum of four (4) personnel on Med. Seven. Once the staffing in Station #7 no longer requires assignment of one crew to three pieces of equipment, the 1% payment shall be discontinued. For vacation purposes only, one (1) three (3) person crew will be assigned to Engine # 7.

This agreement shall be considered non-precedential by both parties for this or any other purpose.

This MOU will sunset on December 31, 2006.

Dated this 17 day of March 2004

IAFF

CITY

Alan Horgan
President

[Signature]
Mayor

[Signature]
Secretary

[Signature]
City Clerk

PRODUCTIVITY INCENTIVE PROGRAM FOR FULL-TIME EMPLOYEES OF THE CITY OF KENOSHA REPRESENTED BY THE IAFF, LOCAL 414

Effective January 1, 2004:

To increase productivity, the productivity incentive program is established for the City of Kenosha:

1. Each employee who is credited with at least 960 total "regularly scheduled work hours" during a four calendar month period shall receive a payment of \$125. The payment shall be paid as soon as possible after the end of each four month period.
2. An employee shall be credited with a "regularly assigned duty day (24 hrs.)" for purposes of this Productivity Incentive Program when he or she (a) performs a 24 hour duty day of "regularly scheduled work" for the City of Kenosha (b) utilizes an hour or more of approved time for jury duty or approved departmental leave or (c) utilizes a 24 hour duty of approved time off for required reserve military training (not exceeding 10 working days per year), funeral leave, work reduction days, vacation and holidays.
3. An employee assigned to a 40 hour workweek as an EMS Shift Coordinator will not be penalized under this program.

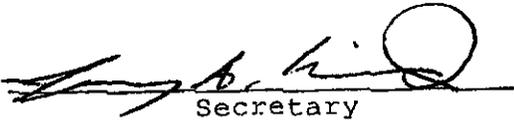
When an employee who is scheduled to work because of a time trade calls in sick, the person he/she is working for shall be marked as "TS" (sick) on the Attendance Report. A Sick Leave Form will be filled out under the name of the person actually calling in sick. The person who believed he/she was covered by the trade will not be penalized under this program.

This Appendix shall expire at the close of business on December 31, 2006.

FOR THE UNION



President

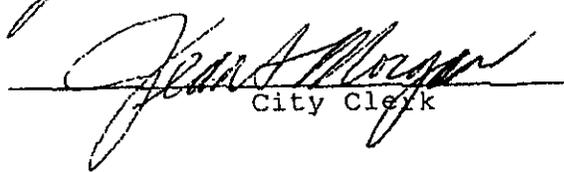


Secretary

FOR THE CITY



Mayor



City Clerk

CHEMICAL SCREENING POLICY FOR FIRE DEPARTMENT PERSONNEL

DECEMBER 12, 1988

POLICY

Effective January 1, 1989 except for Paramedics or Paramedic Trainee applicants for whom this policy shall be effective on December 19, 1988

SUBJECT: Chemical Screening

TO: All Fire Department Personnel

PURPOSE:

The Administration of this department recognizes that throughout today's society, the use and abuse of alcohol, narcotics, drugs, and prohibited controlled substances is widespread. As such, it is deemed only appropriate that the department be concerned with these issues within its workplace. The concern here is the employee who reports for duty or while on duty is under the influence of these substances. The employee is entrusted with the duty to protect the community as well as their use of Fire Department vehicles and equipment and may be required to serve as a paramedic and have access to controlled and/or addictive substances, and in brief be exposed or expose others to all instances of safety risks. For the purpose of this policy, the department's concerns are such that it is of paramount public interest to protect the public by ensuring that its firefighters and Paramedic personnel are fit for duty.

OBJECTIVES:

An employee's being under the influence of chemicals while in the workplace cannot only affect him/her individually, but the citizens he/she serves as well as his/her peers who may depend upon their assistance at a moments notice. The impact here is broad in scope and carries with it possible civil and criminal liability for the individual, as well as civil liability for the department and the City of Kenosha. It is our posture that positions of "firefighter" and "Paramedic" mandate that they have a high degree of alertness and physical and mental capabilities at all times. As such, the safety of the public and other employees within the workplace outweighs individual interests to refuse chemical testing based upon probable cause.

The intent of this policy and the testing stated herein are not simply to identify an employee with a problem(s) as it relates to this subject matter, but to correct the problem

constructively. This theme is carried in the policy at the Entry Level, in the Paramedic Assignment and in situations of probable cause. The Department and the community should have comfort in knowing that the employee is free from elements that would not only affect his/her work, but his/her interaction with groups, some in life or death judgments. These factors in conjunction with "Testing based upon probable cause" are seen as a viable tool in not only dealing with this subject matter, but in strengthening the entire Fire Department.

It is for these reasons that the Administration views chemical screening as an integral part of its concerns for the public we serve and its employees. However, it also recognizes the individuals' reasonable expectation of privacy from unreasonable intrusions by his/her employer. In balancing these two issues, it is our intent to act in these matters only based upon "probable cause" for all employees. The exceptions to the preceding statement are covered under Entry Level Screening and Paramedic Assignment.

The Union and the City agree that the enforcement of this policy shall not be the responsibility of Local 414 members and, to the extent that such members are serving in the capacity of Acting Battalion Chief, policy enforcement shall inure to non-bargaining unit supervisory personnel.

DEFINITIONS OF TERMS USED:

Administration/Employer: Fire Department Supervisor representing the City of Kenosha.

Union: Local #414 International Association of Fire Fighters.

Chemicals: As used within this policy and related reports or documents are narcotics, prescribed and non—prescribed drugs, prohibited controlled substances, and alcohol, i.e., amphetamines, barbiturates, cocaine, THC (marijuana), alcohol (ethyl), opiates (codeine, morphine, heroin), PCP to name a few, but it is not meant to be all inclusive or exhaustive. Inclusive of the foregoing is Chapter 161 of the Wisconsin State Statutes for definition purposes.

Confirmed Positive Test: Is a second screening method of the blood/urine specimen as defined under Screening & Confirmation Procedures of the initial positive test to confirm the presence of a chemical substance(s) within that employee's specimen.

Employee: Denotes Fire Department Personnel as applicable under circumstances prevailing at the time.

Initial Screening Test: Is the initial screening method of a blood/urine specimen as defined under Screening & Confirmation Procedures to detect the presence of chemicals within the specimen.

Notice: Is the issuance of a copy of this policy to the employee for "Probable Cause" and

"Paramedic Assignment" testing, or written notice provided to each "Entry Level" candidate at time of application for employment.

Firefighter: Covers all ranks of personnel represented by Local #414.

Paramedic Assignment: In this policy includes Paramedic Trainees and Paramedics.

Probable Cause: A basis upon which employees will be required to undergo a chemical screening. Probable cause shall be based on objective facts that the employee is using or is under the influence of a chemical in the workplace based upon the observations and investigation of one (1) supervisor who has completed supervisor awareness training as set forth in this policy. (It is the Administration's position that performance is affected by an individual being under the influence of chemical substances within the workplace.)

Supervisor: Fire Department personnel with the rank of Battalion Chief including acting Battalion Chiefs.

Without Notice: Is where the employee is aware testing can occur, but would be unaware of his/her possible test until the request would be made of him/her by a supervisor as provided by this policy.

Workplace: Is any location where an employee may be assigned to and/or be while acting in his/her official capacity during his/her tour of duty or as an agent of this department.

ENTRY LEVEL SCREENING: (Administered with Notice)

All candidates for employment shall be required to submit to a screening of his/her blood or urine as part of the employment screening process. Any applicant refusing to submit or having a confirmed positive test for non-prescribed illegal drugs or prohibited controlled substances may be disqualified immediately. Random screenings shall be required of all new employees during the period of probation and prior to the completion of the probationary period and shall be conducted on duty time. A subsequent screening shall be required of all new employees prior to the completion of his/her probationary period. Refusals or confirmed positive tests may invoke immediate dismissal from the department. (See Form C/s 87-1)

SPECIAL ASSIGNMENT: (Administered without Notice)

Fire Department personnel who volunteer for assignment to the Paramedic Program as Paramedic Trainees shall voluntarily submit to a chemical screening at the direction of the Fire Chief during the selection process before beginning training. If they do not voluntarily submit to this chemical screening, they will not be further considered for the Paramedic Program. Paramedics shall voluntarily submit to a chemical screening prior to entering the Paramedic Program. If they do not voluntarily submit to a chemical screening, they will not be further considered for the Paramedic Program. Fire Department personnel initially hired to the Fire Department after September 21, 1988 and who are required by the Fire Chief to

enter and successfully complete Paramedic training shall also voluntarily submit to a chemical screening during the selection process before beginning training. All personnel initially hired to the Fire Department after September 21, 1988 will be required to sign a statement that if they are required by the Fire Chief to enter and successfully complete Paramedic training, they will voluntarily submit to a chemical screening during the selection process before beginning training. In the event that an employee who was initially hired to the Fire Department after September 21, 1988 who is required by the Fire Chief to enter and successfully complete Paramedic training refuses to voluntarily submit to a chemical screening during the selection process before beginning training, such employee will be considered to have voluntarily resigned from the Fire Department as of the date of such refusal to submit to such chemical screening. This is to maintain the integrity of the Paramedic Program, its Personnel, and the department as a whole. Prior to accepting a special assignment as a Paramedic Trainee or Paramedic, an employee shall execute a written agreement (see Form C/S 87-2) stating that he/she consents to any medical, physical, psychiatric, psychological, or other testing as it relates to use/abuse of any chemicals, including urine and/or blood for drug or narcotic substances where probable cause exists as related to his/her duties within this Program. This agreement will expire upon completion of the Paramedic Assignment and only used where actual concern for the employee's well-being exists while assigned to this Program.

Refusals or confirmed positive tests for non-prescribed illegal drugs, abused prescribed drugs, or prohibited controlled substances may require the removal of the employee from the Paramedic Assignment and shall be dealt with as prescribed by the Fire Chief in accordance with the other provisions within this Policy.

TESTING BASED UPON PROBABLE CAUSE:(Administered without Notice)

The observing supervisor shall consider, but not be limited to the following factors in making a determination whether or not probable cause exists:

- A) Obvious impairment, odor of intoxicants, speech, and appearance
- B) Performance problems, acts and/or omissions
- C) Change in behavior or loss of judgment
- D) Accident or injury prone

Prior to proceeding under this section, the supervisor is advised that no third party observations or claims shall warrant the supervisor to immediately proceed with testing of an employee. Any employee can enact this process through a non-involved supervisor where the employee has a reasonable basis to believe that another employee is illegally using drugs/narcotics or is or has been under the influence of a chemical while in the workplace. ONLY the personal observations and/or investigation of a supervisor shall collectively warrant a testing. This statement is aimed at supervisors who gain knowledge of an employee "possibly" being under the influence of a chemical while in the workplace from

another employee or citizen. All observations and the investigation shall be documented by the supervisor on the Supervisory Report "Chemical Testing Based Upon Probable Cause." Immediately prior to any testing based upon probable cause, the supervisor shall issue to the employee a written advisory (See Form C/S 87—3) stating the requested test is based upon causes briefly defined therein. The involved employee shall sign and date said advisory as will requesting supervisor, the latter providing copy of same to the investigated employee. Supervisors and employees alike are reminded that unusual behavior on the part of another person can be caused by a number of reasons totally unrelated to chemical influence in the workplace. Some examples are personal problems or those involving the employee's family, medical condition/reasons, job stress or related problems, and financial problems.

Screening shall occur only when a supervisor determines that probable cause exists that an employee is using or under the influence of a chemical in the workplace. Probable cause shall require the employee to submit to a chemical analysis of his/her blood and/or urine at the department or a medical site as selected by the Kenosha Fire Department. (All blood shall be drawn at a medical site). If required, the employee shall sign a consent form for the purpose of obtaining the specimen of blood, urine or breath, and the release of the results to the Kenosha Fire Department, namely the Fire Chief or a designated Battalion Chief. By signing the consent form, the employee does not waive any claims or cause of action on his/her part as permitted by law or contract agreement currently in effect.

Refusal to provide the required specimen(s) will constitute a presumption of being under the influence of a chemical by the involved employee who may be subject to dismissal or action as prescribed by the Fire Chief. The previous statement applies to all employees. It is recognized that under certain conditions an employee may be unable to provide a urine specimen. Under these conditions, the supervisor shall wait a reasonable time, but not to exceed one (1) hour and attempt to obtain a urine specimen again. Should the employee still be unable to provide a urine specimen, the supervisor may terminate that effort and proceed to obtain a blood specimen. Results shall be based upon that specimen alone. All specimens obtained shall be immediately sealed/labeled/initialed/date and time affixed in the presence of the tested employee. All test results shall remain the property of the City of Kenosha Fire Department, who shall be responsible for all costs incurred for required tests.

Where an employee is relieved of duty under the provisions of this policy, the supervisors taking said action shall also be responsible to convey the employee to his/her residence or release them to a responsible party after taking said action.

In the event an employee desires to have his/her specimen of blood and/or urine re-tested because of a positive test, they shall do so at his/her own expense at a laboratory of his/her choice. However, they shall have access to only one-half of the remaining portion of the specimen in the custody of the Department's testing facility. **THERE SHALL BE NO EXCEPTIONS TO THE FOREGOING PROVISION.** Release for re-testing requires written notice to the Fire Chief, who shall authorize the testing facility of the Department to release a portion to the laboratory of the employee's choice. Said employee shall be responsible for his/her chain of evidence and all costs involved in the transfer of specimen by the City's

laboratory.

PRESCRIPTION AND NON-PRESCRIPTION DRUGS/MEDICATION:

Employees who are required to take prescribed medication shall notify their immediate supervisors of the medication prescribed and the nature of his/her illness or injury. This information shall be held confidential by the immediate supervisor(s) of that employee. Any statutory defined illegal use or possession of drugs/narcotics by an employee will not be tolerated and may result in termination proceedings. Any employee required to take a chemical screening shall advise or note upon the testing form that he/she is or has taken within the past 72 hours prescription or non-prescription medication, if this is a fact. THIS INFORMATION SHALL BE PROVIDED PRIOR TO ANY TEST OR SCREENING PROCESS. WRITTEN VERIFICATION OF LAWFUL POSSESSION/USE AS RECOMMENDED BY A DOCTOR OR THE MANUFACTURER SUPPLIED THE EMPLOYER WITHIN 48 HOURS AFTER TESTING. It is for this reason that all employees are encouraged to keep a record of any medication he/she may be using during the course of two years. The Administration shall require its employees who are tested to provide evidence within 48 hours that all prescription medication was lawfully obtained through a person authorized by law. Any employee using another person's prescription medication shall be deemed to have illegal possession if the substance is controlled by law, and subject to disciplinary proceedings as prescribed by the Fire Chief.

If the employee is using medication in accordance with the prescription given by his/her physician or in the manner prescribed by the manufacturer in the case of non-prescription drugs, there shall be no disciplinary action by the department. However, the involved employee may be withheld from the workplace until such time as he/she presents the department with written documentation that he/she consulted his/her physician, who has corrected his/her prescribed medication or non-prescribed medication being used to resolve the impairment problem. This section pertains only to cases of a confirmed positive test of an employee relevant to chemicals as defined under Definitions.

BLOOD AND/OR URINE SPECIMENS:

All blood specimens shall be drawn in a medically approved manner by a trained, qualified person under medically approved conditions. All urine specimens shall be obtained in a manner that provides integrity of the specimen, concern for the employee, and under conditions that will not subject the employee to adverse reactions by their peers or other employees. Only sterile vials provided by the department's laboratory for urine or as provided by the medical facility for blood shall be used for specimens. (Supervisors - see Chemical Screening Requisition Form C/S 87-4]). All test specimens obtained shall be witnessed by a supervisor requiring same unless the employee is of a sex different than that of the supervisor. In that case, the supervisor shall have a person of the same sex as the involved employee witness same. This may be a department supervisor or a medical person chosen by the department supervisor. The supervisor shall retain the specimen until it is turned over to the testing facility by an approved method. All supervisors or those witnessing the obtaining of the specimen shall immediately seal, label, and initial the vial(s)

including the date/time of the specimen(s) in the presence of the tested employee, who shall be identified by a code number only. This information shall be made part of the supervisors' reports in this matter.

The Administration of this department is prepared to defend its procedures and tests utilized by expert testimony if needed. Employees electing to have a re-test of his/her specimen are strongly urged to be prepared to also present expert testimony on his/her re-test and procedures if needed.

SPECIMEN AMOUNTS REQUIRED:

A minimum of 60 MILLILITERS OF URINE and/or a minimum of 20 MILLILITERS OF BLOOD shall be required for Chemical Screenings from each involved employee. These requirements will afford sufficient amounts of the specimen for Department testing and that of an employee should he/she desire a re-test.

BLOOD SPECIMEN FOR ALCOHOL:

The supervisor may in "chemical testing based upon probable cause" utilize a blood test in his/her investigation. Should this device be used, the supervisor shall document the results within his/her final report. All testings done shall be in accordance with accepted procedures. Levels of .05% or more by weight of alcohol in the employee's blood while on duty is conclusive evidence of a positive test of being under the influence of alcohol. If the supervisor does not use a blood test in his determination that an employee is under the influence of alcohol, the employee may request that a blood test be administered, at the employee's expense, provided however that if the blood test indicates a level of less than .05% by weight of alcohol in the employee's blood, then the City will pay for the blood test.

APPROVED SPECIMEN FORWARDING:

All sealed and labeled BLOOD and/or URINE SPECIMENS obtained under this policy shall be conveyed to the approved laboratory by the supervisor or as designated by the Fire Chief if laboratory is local or transported via the U.S. Postal Service under certified mail, bonded courier, or laboratory courier service if not local. A receipt shall be required from any service used for specimen conveyance to the laboratory. To insure confidentiality of the tests (screenings), any and all labeling of a urine or blood specimen shall include the employee's number only. (Also see Form C/S 87-4)

APPROVED TESTING FACILITY:

The facility utilized by the Kenosha Fire Department shall be required to perform all required testing as directed herein by trained technicians. Furthermore, said facility shall provide a secure area to accommodate all specimens of blood and urine submitted to them for analysis. This requirement is to maintain the integrity of not only the specimens, but also the program in general. The secure area shall have the appropriate security against

theft and fire. All of the foregoing shall be subject to the approval by the department's and Union's selected authorized representatives, knowledgeable in the areas of chemical screening as selected by the Fire Chief and the Union. Neither side can arbitrarily withhold approval of site. The currently approved testing facility shall be posted for all personnel. Any changes thereof shall warrant a corrected notice to be posted immediately.

The Kenosha Fire Department shall retain the right to inspect said facility at any time to ascertain compliance with its established requirements, the integrity of the testing process, methods of testing, and the credentials of technicians utilized in the testing process. This includes the department submitting test samples from time to time of a known factor to ascertain the quality of analysis. The rights expressed in this paragraph also apply to the Union, who shall be responsible for all costs incurred by them.

SCREENING AND CONFIRMATION PROCEDURES:

The following procedures shall be used for screening and confirmation by the department's laboratory. All initial and confirmation tests shall be at the expense of the department.

ALL INITIAL SCREENINGS of urine or blood shall be done by ENZYME MULTIPLIED IMMUNOASSAY (EMIT PANELS) and (TLC)-THIN SLAYER CHROMATOGRAPHY or COMPARABLE TESTS. ALL INITIAL POSITIVE SCREENINGS shall be CONFIRMED by GC (GAS CHROMATOGRAPHY) and MS (MASS SPECTROMETRY). No positive results shall be reported until confirmed,

Any fire personnel having a confirmed positive screening may file a request to have an additional test conducted at his/her expense, and at a laboratory of his/her choice. The request for an additional test shall be filed in writing with the Fire Chief within three (3) working days excluding Saturdays, Sundays and Holidays after the employee was advised his/her test was positive and include the name of the laboratory selected by his/her for the re—test. The sealed specimen will be transmitted from the City's laboratory to the laboratory as specified by the requesting involved employee at his/her expense. A written copy of said employee's re—test results shall be provided to the Fire Chief by the employee within five (5) working days excluding Saturdays, Sundays and Holidays after the specimen was turned over to the employee's selected laboratory.

CHEMICAL SCREENING RESULTS: (CONFIDENTIAL)

All correspondence from any laboratory or medical facility addressed to the Fire Chief shall be immediately forwarded to that office and shall only be opened by the Fire Chief.

All chemical screening results shall be confidential, with dissemination limited to those with an official need to know within the department, or Personnel Department, and as required in counseling and/or treatment in the "after care" procedures of this policy.

NEGATIVE TEST RESULTS:

When an employee has been the subject of a chemical screening under the provisions of this policy and his/her test results were negative, the employee may within 60 days of being advised of the results, have the results and related documents expunged from their personnel file. This shall require the employee to submit a written request to the Fire Chief, which will be honored. The Fire Chief will then forward the test result notice to said employee.

SPECIMEN RETENTION:

All confirmed positive specimens based upon laboratory analysis, according to prescribed guidelines, shall be retained for identification purposes at the City's authorized laboratory for a period of six (6) months unless said laboratory is notified by the Fire Chief in writing authorizing otherwise. Employees who have a separate test conducted at a laboratory of his/her choice and expense shall also be required to retain their specimen for six (6) months. All negative specimens shall be disposed of immediately.

EMPLOYEE ASSISTANCE: (EAP)

The department will upon confirmation of a positive chemical test result of an employee on duty, immediately suspend him/her and attempt to assist the employee by referring him/her to our established Employee Assistance Program for further assessment and/or referral to appropriate counseling or treatment. In those instances where, the employee fails to utilize the assistance to overcome his/her problem(s) and/or fails to make reasonable progress in counseling or treatment within a reasonable period of time as determined by the EAP staff and/or treatment personnel and/or continues to perform in a substandard manner, and/or continues being under the influence of chemicals in the workplace, shall be considered a safety hazard to the department, public and coworkers. This shall result in corrective disciplinary action up to and including termination against the employee.

Any and all assistance rendered under this program shall be closely monitored. This shall include:

- 1) Further assessment of the employee by competent persons.
- 2) Treatment of the employee by a recognized facility or person.
- 3) Employee signs a consent to release information to the Fire Chief and the Personnel Manager on their progress in treatment. (CONFIDENTIAL)
- 4) Process of aftercare treatment with possible random screen for a period of up to one (1) year after initial treatment. Random screening under these conditions can occur up to twice a month. This is to ascertain compliance with said treatment and objectives of the department relevant to this issue. This is the ONLY policy provision for random screening.

DEPARTMENT ACTIONS:

While the department through its Administration seeks to identify and assist those employees that have a chemical related problem, it must not lose sight of the safety risks involved in employing these individuals. Disciplinary action may be taken against any employee found to be under the influence or in possession of chemicals within the workplace not in compliance with the Rules and Regulations. However, the extent to which discipline is applied will depend on the factors indicated below, which will be considered by the Fire Chief in prescribing a disposition of the matter.

- A. Type of violation
- B. Severity
- C. Prior violations of like nature
- D. Prior service record
- E. Willful defiance/ignorance/carelessness

Severity of violation may invoke "Dismissal" at any point, regardless of the number of prior violations of a like nature.

On any Administrative action applied, EAP counseling and follow-up may be part of the action imposed by the Fire Chief.

When an employee refuses to submit to Chemical Screening based upon "Probable Cause," the Fire Chief shall be immediately notified. If warranted by existing factors, the supervisor conducting said investigation and testing may relieve the employee from duty. This will be with pay, pending review by the Fire Chief of the investigation and of the employee's refusal to submit to a screening.

In situations where the Fire Chief is seeking dismissal of an employee or has suspended the employee, the provisions of Wisconsin State Statute 62.13 apply. In addition, where fire personnel contest the procedures used in this policy, a hearing held before the Police & Fire Commission.

TRAINING OF SUPERVISORS:

It is the desire of this Administration to further enhance supervisory capabilities as related to detection in this policy. As such, each supervisor will be required to participate in an ongoing comprehensive chemical abuse identification training program.

The comprehensive training will be conducted by qualified medical and legal people in the following areas, with updates as warranted, but at least annually, to reinforce the training by changes in the medical, legal or other issues as they relate to chemical screening of employees:

MEDICAL

1. Understanding Chemical use/abuse
 - a. Impairing characteristics
 - b. Threat to safety of other employees and public
 - c. Prescription and non-prescription drugs/medication
 1. Most/least abused substances
 - d. Controlled substances (legal/illegal)
 1. Most/least abused substances
 - e. Duration of chemicals/alcohol in body
 1. Chemical metabolism and half-life
 2. Subject's physical condition
 3. Route and frequency of ingestion
2. Physical/behavioral/emotional symptoms of chemical use/abuse

LEGAL

1. Legal considerations
 - a. Constitutional overview
 1. Fourth Amendment
 2. Privacy interests
 3. Employer's interests
 4. 5th Amendment - Administrative matters
5th Amendment - Criminal matters
 - b. Civil liability
 1. Municipal — safety of public/peers
 2. That of involved employee
 3. That of supervisors
 - c. Potential for corruption
 1. Loss of public trust
 - d. Impeachable witness and the chemical abusing/using firefighter

HOLD HARMLESS:

The City shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this drug and alcohol testing policy. The Union shall be held harmless for the violation of any employee rights arising from the administration of the drug testing program.

This policy and the provisions stated herein supersede all past practices of this department as they relate to fitness for duty testing which now includes chemical screening for Entry Level Candidates.

MICHAEL A MASSEY
Fire Chief

SUPERVISORY REPORT - CHEMICAL TESTING BASED UPON PROBABLE CAUSE

Supervisor initiating: _____ RANK: _____
Employee: (identify by employee number only) _____ Shift/Station: _____
Suspicions prompted by: Personal Observation _____ Another _____
Person _____

Describe in detail your initial suspicions which promoted investigation, or as reported to you, including dates and times: _____

Based upon the facts above, an investigation was commenced ___/___/20___ at _____ AM/PM

BACKGROUND:

Has the employee been injured/sick in the recent past? YES NO If yes, nature of same including dates, etc. _____

What medication, if any, did the employee advise supervision he/she was taking prior to this? _____

Did employee have a Return to Work Form when returning? YES NO Any restrictions? Describe: _____

What medication was mentioned/prescribed on form? _____

Were any cautions/side-effects noted? YES NO If so, describe _____

Has the employee ever acted or been observed in this condition before? If so, describe circumstances and dates (if no, mark NA) _____

SUPPORTIVE FACTS - TESTING BASED UPON PROBABLE CAUSE

Involved employee's actions, conduct, appearance and performance as observed and checked herein by their Supervisor(s) may warrant a testing with the Supervisors final opinion and findings documented at the end of this report. The sections herein are seen as symptoms, of which, may indicate chemical influence. Check the appropriate items listed and include other supportive facts in the narrative.

PHYSICAL SYMPTOMS

Shakiness _____ Confusion _____ Physical Agitation/Hyperactivity _____
Drowsiness _____ Enlarged Pupils _____ Constrictive Pupils _____
Bloodshot Eyes _____ Slurred Speech _____ Physical Clumsiness _____
Nausea/Vomiting _____ Fainting _____ Blackouts _____
Poor Balance _____ Poor Coordination _____ Trouble Walking _____
Eyes non-reactive to light changes _____ Dryness of mouth _____
Odor of Intoxicants on breath: Strong _____ Moderate _____ Weak _____ None apparent _____
Decreased energy level _____ Excessive Sweating _____
Finger to Nose Test: Right _____
Left: _____
If utilized: Blood Test Results: _____

BEHAVIORAL SYMPTOMS

_____ Frequently late for duty
_____ Fails to notify the department when late or absent
_____ Argumentative
_____ Avoids Supervisors/other employees
_____ Poor Concentration
_____ Inability to do assignments when known to be familiar with them in the past
_____ Interpersonal conflicts with other employees
_____ Abusive language or actions toward supervisor/fellow workers/citizens
_____ Stealing or vandalism of department or employee property
_____ Frequent unexplained absences from duty post or assignment
_____ Lack of preparation for duty or assignments
_____ Unwillingness to change duties or work assignments
_____ Physical fighting/violence with employees/citizens
_____ Inconsistent/spasmodic quality/quantity of work
_____ Increased or Excessive Sick Leave
_____ Deterioration of physical or grooming habits
_____ Pre-Occupation with personal matters
_____ Forgetfulness
_____ Difficulty in understanding
_____ Falling behind in work
_____ Poor judgment
_____ Take needless risks
_____ Decline in personal safety habits
_____ Does not complete assignments
_____ Strange or bizarre behavior/mannerism
_____ Inability to respond appropriately in difficult situations
_____ Deterioration in work performance
_____ Decreased interest in assignments or duties
_____ Difficulty in understanding assignment/tasks previously performed

EMOTIONAL SYMPTOMS

Increased sensitivity to real or imagined criticism _____
Over reactive to situations previously handled in an effective manner _____
Rapid or unpredictable fluctuations in moods _____
Increased excitement _____
Increased irritability _____
Appears in depressed state _____
Paranoia _____
Frequent angry response to supervisors/employees/citizens _____

INVESTIGATIVE CONCLUSION

It is the conclusion of the investigating supervisor in this matter, that said employee (number) _____, (shall) (shall not) be required to submit to a testing for chemicals of their blood/urine. If required, said specimen was/is to be obtained on ___/___/19 at ___:___ AM/PM - Location: _____

REFUSAL: YES ___ NO ___ EMPLOYEE ADVISORY ISSUED & ATTACHED: _____

Employee relieved of their duties: Yes/No Conveyed to their residence: Yes/No Employee released to responsible party: _____

This was a case of obvious impairment and immediate action was required by supervision based on the following circumstances: _____

In regard to the above action, was the Fire Chief advised or notified? YES/NO NOTIFICATION MADE BY: _____ Date: _____ TIME: _____

Was the involved employee referred to any professional person (doctor) in this matter, including EAP? YES/NO If YES, describe to who, when, and the circumstances involved;

Comments or statements made by the involved employee in this matter that were not indicated in the previous narrative? _____

There are additional reports in this matter relating to the issues herein and said employee that were investigated by others? YES / NO Reports are attached: YES / NO Attached reports relate to: ACCIDENT INJURY DEATH INCIDENT OTHER: _____

Final remarks: _____

SIGNED: _____ RANK: _____ COMPLETION DATE: ___/___/20 TIME: _____

REVIEWED BY: Fire Chief _____ DATE: _____

**APPLICANT CONSENT FORM
FITNESS-FOR-DUTY EXAMINATION
AND CHEMICAL SCREENING**

POSITION APPLIED FOR: FIREFIGHTER _____

APPLICANT'S NAME: _____
PRINT or TYPE

As part of the application process, I understand that safety, security, efficiency and integrity are of paramount importance to this department's mission. As part of my job responsibilities, I will be entrusted with the duty to protect the community through the use of fire department vehicles and equipment and may be required to serve as a paramedic and have access to controlled and/or addictive substances. The employee is further required to make decisions regarding the use of such vehicles, equipment and medical supplies including controlled and/or addictive substances. I understand that to help assure that I will be able to carry out such duties, I will be required to participate in an initial, pre-employment fitness for duty examination including chemical analysis of samples of my urine or blood. This initial examination, as well as other routine exams, will be conducted to help ensure the safety of the public and all other employees within the workplace.

I understand that if the chemical test is a confirmed positive and results indicate that I have been consuming any alcohol, non-prescribed or illegal drugs, or prohibited controlled substances that I may be disqualified from employment with the Kenosha Fire Department.

I further understand and consent that should I become an employee of the Kenosha Fire Department and as a condition of my successful completion of my probationary period, as a successful applicant for assignment to paramedic training or paramedic duty, I will participate and pass an additional chemical screening prior to acceptance in these positions in accordance with current department policy.

I acknowledge that I fully understand and consent to the above conditions.

Signature of Applicant: _____

Date: ___/___/20__.

Notary Public:

Notary Public: _____ DATE: ___/___/20__

*****THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR APPLICATION*****
FORM C/S 87-1

**SPECIAL ASSIGNMENT — PARAMEDIC TRAINEE OR PARAMEDIC
CHEMICAL SCREENING AGREEMENT**

NAME. _____ RANK: _____ EMPLOYEE NO. _____
PLEASE PRINT

As a condition of acceptance as a Paramedic Trainee or Paramedic of this department, I understand and agree to submit to a chemical screening of my urine/blood. The purpose of the chemical screening is to detect the presence of illegal drugs/narcotics, use of prescribed drugs without a prescription, or the abuse of any over-the-counter drug. This is to maintain the integrity of this unit, its personnel, and that of the department as a whole.

All confirmed positive tests shall be dealt with as prescribed by current policy on this subject matter by the Fire Chief.

I further consent to any medical, physical, psychiatric, psychological or other testing as it relates to the use/abuse of chemicals as deemed warranted by the Fire Chief or his/her authorized designee "Based upon Probable Cause" relating to my duties within this unit.

NOTICE TO FIREFIGHTER BY DEPARTMENT ADMINISTRATION:

This Administration recognizes that in accepting this position and its duties, you will be exposed to a varying life style, persons with illnesses or injuries who depend upon your skills for protection of life and limb, varying degrees of chemical availability, and their use/abuse which could have an effect upon you.

This is to advise you, that should you during your tenure in the Paramedic Program become involved in the use/abuse of any chemicals because of your duties, this should be reported to your immediate supervisor as soon as possible. You are further advised that assistance is available through this department's resources in dealing with chemical problems you may incur. However, attempts to conceal chemical use/abuse or illegal activity not in accordance with existing laws, current policies, or Rules & Regulations of this department could subject you to disciplinary action being taken against you, or as prescribed by the Fire Chief.

I, do hereby acknowledge that I have read this agreement and understand and agree to its terms.

Signed: _____

Date: _____ Time: _____ AM/PM

WITNESSED BY: _____ Rank: _____ Date: ___/___/20___

_____ Rank: _____ Date: ___/___/20___

FORM C/S 87-2

**CHEMICAL TESTING BASED UPON PROBABLE CAUSE
ADVISORY TO EMPLOYEE**

DATE: ___/___/20___ TIME: _____ AM/PM

LOCATION WHERE SPECIMEN OBTAINED: _____

EMPLOYEE'S NAME: _____ EMPLOYEE NUMBER: _____

POSITION/RANK: _____

Be advised that you are hereby ordered to submit to chemical screening of your blood/urine based upon the following brief explanation of facts that the below signed supervisor is of the opinion that indicates you are under the influence of or using chemical substance(s) while in the workplace:

Applicable for Administrative matters only, if "crime" involved or prosecution will be sought by Supervisors/Department, this would change to a "Request" or as statutory requirements dictate.

Cause in this matter is based upon the following: _____

Be further advised that should you "refuse" to submit to a Chemical Screening of your blood or urine as based upon the above factors you may be subject to immediate suspension with pay pending a review by the Fire Chief of your refusal and our investigation. The Fire Chief retains the right of final review in this matter.

I, acknowledge by my signature, that I have read the above and (consent) (refuse) to submit to a chemical screening of my blood and/or urine. I further understand a copy of this advisory shall be supplied to me immediately upon my signing this form.

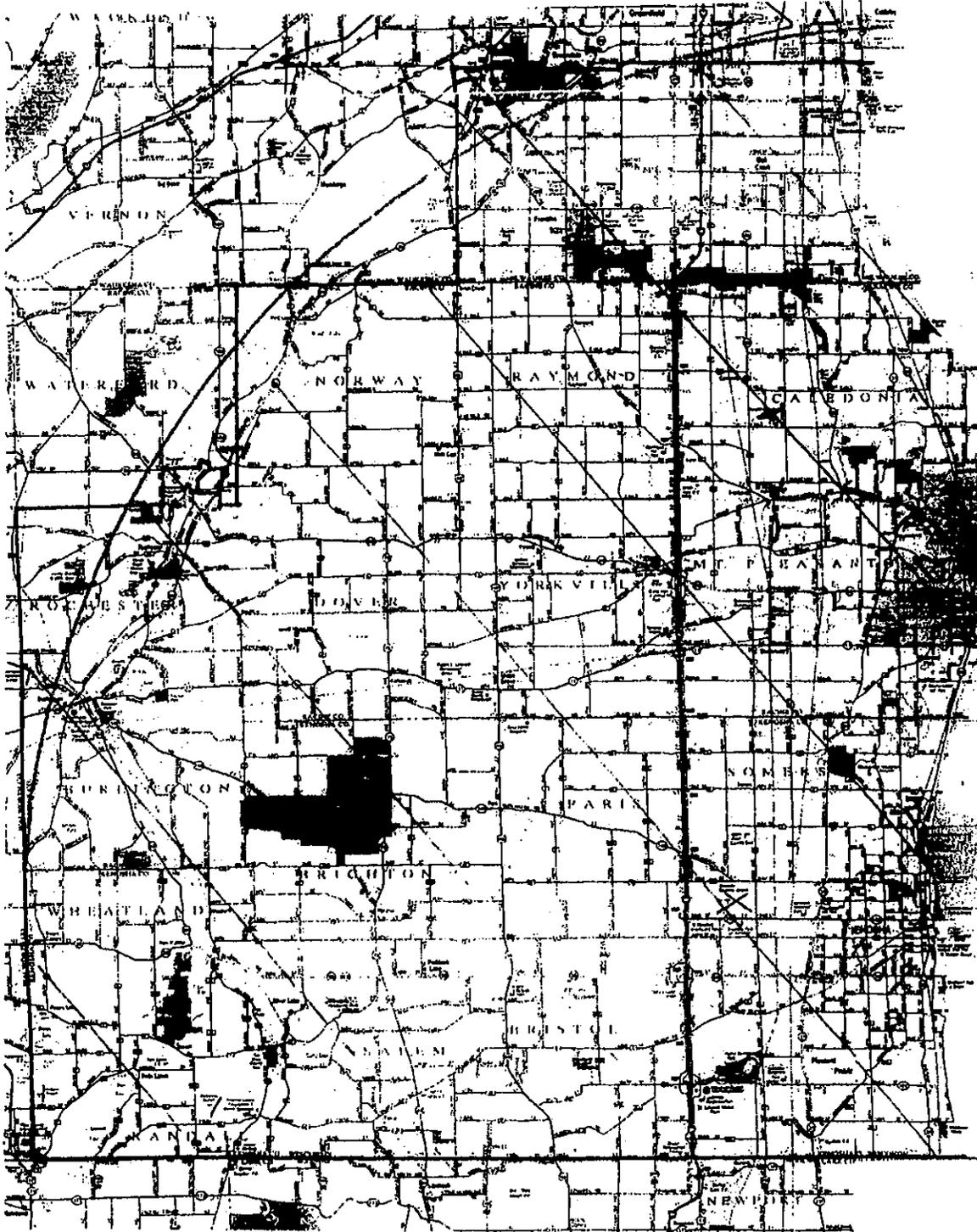
Signature: _____ RANK/POSITION _____

Date: ___/___/20___ TIME: ___:___ AM/PM

SUPERVISOR MAKING ADVISORY: _____
RANK: _____

ORIGINAL - DEPARTMENT FILE
COPY - INVOLVED FIREFIGHTER
FORM C/S 87-3

CHEMICAL SCREENING REQUISITION FORM
EVIDENTIARY ESCORT



Name of Laboratory: _____
Address: _____ City: _____ State: _____
Telephone Number: () - _____

Memorandum of Understanding

EMS Refresher Education

During the term from July 1st, 2010 – June 30th, 2011, notwithstanding other provisions in the contract, the following shall apply as it relates to EMS refresher education.

It is understood that the newly redesigned EMS education curriculum, allows for students to make choices in how they participate in the required training. It is through mutual understanding of the parties to provide for the highest quality education in a manner that is cost efficient. Therefore the following shall apply.

1. Students have the option to attend EMS education for the required curriculum on duty or off duty. This may be accomplished by a combination of either option and it is incumbent upon the Fire Administration to track all hours needed by students in order to complete the required training within the specified guidelines.
2. Personnel attending the EMS training on the off-duty days will be compensated at the OT rate, of Step D Firefighter for hours attended.
 - A. The above rate will increase each year commensurate with the annual percentage raise as defined in the labor agreement.
3. Personnel who choose to attend the training while on duty will not be subject to emergency call.
 - A. Personnel called to "back-fill" for students attending class will be hired as outlined in Article 7, section 7.06
4. Personnel attending both on and off-duty shall be afforded a noontime meal break of no more than 60 minutes.
5. At no time shall this training create a situation that effects the minimum staffing levels as defined in the labor agreement.
6. Qualified Teaching Assistants who are hired to provide the education in the above program shall enjoy an equalization of opportunity whenever possible. Those employees hired as Teaching Assistants shall be compensated in accordance with section 2 of this agreement.
7. Once personnel have signed up for a class that time in class will be treated just like any other regularly scheduled work hours and the work rules as defined in the CBA will apply.

For the Union

For the City

Date:

Date:

List all individuals by code number assigned them whose blood/urine specimens are being submitted. Test codes for the below areas shall be prefixed by the letters shown, and followed by the current numerical code system provided each supervisor. Supervisors see coding sheet in assigning code to employee.

- (FA) FIREFIGHTER APPLICANTS
- (PC) PROBABLE CAUSE TESTING
- (PA) ASSIGNMENT TO PARAMEDIC PROGRAM

The Supervisor shall personally observe the specimen being drawn or given by the employee. After which the specimen shall be sealed and the Supervisor(s) shall affix their initials, date and time of specimen. Included in the reports on this matter, shall be the name, title, address, and date of birth of the technician involved in obtaining said specimen. (See Policy - Page 5 — Blood and/or Urine Specimens)

BLOOD and/or URINE SCREENING REQUEST FOR:

TEST CODE CURRENT PRESCRIBED / NON PRESCRIBED MEDS SPECM. DATE
SUPVR. BY

1. _____
2. _____
3. _____
4. _____
5. _____

Supervisor obtaining Specimen: _____ RANK: _____

Received from the above by: _____ DATE: _____ TIME: _____

Received from the above by: _____ DATE: _____ TIME: _____

Received from the above by: _____ DATE: _____ TIME: _____

Received from the above by: _____ DATE: _____ TIME: _____

RECEIVED AT THE LAB BY: _____ DATE: _____ TIME: _____

SEAL BROKEN BY: _____ DATE: _____ TIME: _____

FORM C/S 87-4

A RESIDENCY MAP