

AGREEMENT BETWEEN

**CITY OF STEVENS POINT
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 484, AFL-CIO**

JANUARY 1, 2013 – DECEMBER 31, 2015

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AGREEMENT

This Agreement made and entered into by and between the City of Stevens Point, Wisconsin, hereinafter referred to as the "City", the Stevens Point, Wisconsin, Police and Fire Commission, hereinafter referred to as the "Commission", and International Association of Fire Fighters, Local 484, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the exclusive collective bargaining representative for the employees of the Fire Department, including: Captains, Lieutenants, Motor Pump Operators, Ambulance Personnel and Fire Fighters; and in the event new positions should be created within the Fire Department, the inclusion or exclusion of such employees from this collective bargaining agreement shall be determined by stipulation between the parties hereto; and if such agreement is not reached, the matter shall be referred to the Wisconsin Employment Relations Commission for decision.

ARTICLE 2 - MANAGEMENT RIGHTS

It is agreed that the right to operate and manage the Fire Department rests solely and exclusively with the City. The City shall not establish new work rules that are primarily related to wages, hours and/or conditions of employment unless such work rules are negotiated with and agreed to by the Union. The City agrees that it will not use these management rights to interfere with the rights established under this Agreement.

These management rights will not be used to discriminate against any rights of the Union in this Agreement. These management rights shall not displace those rights stated elsewhere in the Agreement, including rights arising under Article 21 or under applicable law. Provided, however, that other than the obligation to negotiate the impact of permissive subjects of bargaining, nothing in this Agreement will be construed as imposing an obligation upon the City to negotiate over new work rules concerning the above areas of discretion and policy which are not mandatory subjects of bargaining.

Inclusion of this section will not abrogate any of the existing authority of the City, Fire Chief or Police and Fire Commission under state or federal law, except as otherwise limited by other terms of the Agreement.

ARTICLE 3 - PROBATIONARY PERIOD

All new employees shall serve a probationary period of twelve (12) months from date of hire. A new employee who has not been afforded EMS training during his/her first twelve (12) months of employment may have his/her probationary period extended no more than a total of twenty-four (24) months to complete such training. In the event the employee becomes a permanent employee, his/her seniority and all other benefits under this contract shall accrue to the original date of hire, providing such employee was continuously employed by the City in the Stevens Point Fire Department.

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ARTICLE 4 - SENIORITY AND PROMOTIONS

- A. **Seniority** - Seniority is the length of service from date of hire. The Fire Department shall establish a seniority list on the relative length of service and it shall be brought up-to-date on January 1st of each year, and be posted at the Central Fire Station. Seniority of a member of the Fire Department shall not be reduced by time lost due to sick leave, military leave, or an authorized leave of absence.

- B. **Promotions to Captain** - In cases of promotions to Captain and Lieutenant, the Chief, prior to making his recommendations to the Police and Fire Commission, shall implement the following procedure:
 - 1. Performance evaluations will be conducted annually for all employees. All evaluations will be done using the form in Appendix "A".

 - 2. Notice of promotional process will be posted at least forty-five (45) days prior to the date of the promotional process beginning.

 - 3. Only employees with five (5) years of service in the Stevens Point Fire Department shall be eligible to take the test.

All Personnel who have had a minimum of forty-five (45) days experience as an Acting Motor Pump Operator within the past five (5) years or as a promoted Motor Pump Operator shall be eligible to take the test and be eligible for promotion when a vacancy occurs. In the event that no Motor Pump Operator or Acting Motor Pump Operator qualifies for a promotion pursuant to this article, the Chief may accept personnel with at least five (5) years full-time firefighting experience in the Stevens Point Fire Department as eligible for promotion.

- 4. Each candidate's final score will be calculated by taking the raw score for each measurement tool and adjusting the score based on the following weighting system: 25% to performance evaluation (last three (3) year's average), 20% to written examination, 30% to oral interview, and 15% to the Chief's interview based on a 100% system. Seniority shall be added on to the cumulative scores of each candidate with .5% for each full year of service in the bargaining unit up to a maximum of 10%. This weighting is based on a 100% possible weighted score. The candidates will be placed on a promotional eligibility list in rank order and the candidate with the highest cumulative weighted score will be promoted first, followed by the candidate with the next highest cumulative weighted score, and so on.
 - a. **Past Performance.** Each applicant shall be graded on the basis of his or her past three (3) years performance evaluations. Everyone will be measured using the performance evaluations from the same three (3) calendar years.

 - b. **Written Examination.** The test shall consist of one-hundred (100) multiple-choice questions. These shall be drawn from the IFSTA manuals designated by the Fire Chief, two (2) other fire service resource books designated by the Fire Chief, and the policies, procedures, rules and regulations of the Stevens Point Fire Department. An adequate number, but not less than three (3) copies each, of the IFSTA manuals and fire service resource books used to develop the test will be made available at each fire station for candidate use in preparing

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for the test.

- c. **Oral Examination.** Each applicant shall be interviewed individually and graded on a scale of one-hundred (100) percent. The candidates will be interviewed by a panel of 4 persons consisting of the following: one (1) member of Local 484 (Lieutenant or Captain Grade); one (1) Chief Officer of the Stevens Point Fire Department; and two (2) members (Lieutenant or higher including Chief Officers) of a surrounding full-time or full-time/combination fire department (currently Wausau, Weston, Wisconsin Rapids, Rib Mount, Plover or Marshfield). One interviewer of a surrounding full-time or full-time/combination department will be chosen by Local 484 and the other will be chosen by a Chief Officer of the Stevens Point Fire Department. A list of interview questions and/or scenarios will be provided to the Interview panel by the Stevens Point Fire Chief, and all candidates will be graded on the same questions. The score derived from all four (4) interviewers will be averaged to calculate the final score of each applicant in this area.
- d. **Chief's Interview.** Each applicant will be interviewed by the Fire Chief prior to the above oral examination. An applicant's interview will be scored, using a 15 point scale, by the Chief. Each applicant will be allowed to view his/her score after the eligibility list is published. If a candidate is given a score of less than three (3) points, the Chief will provide feedback to the candidate explaining why their score was low.

Scores, both cumulative and by category, with the exception of seniority, will be posted and identified by random code number assigned to each applicant for this promotion. The code number of each successful candidate will be shared with the Union.

- 5. An eligibility list will be established consisting of all candidates with a cumulative score of more than 60%, or higher for the position the candidate applied for. The eligibility list will be used to fill vacancies occurring within twelve (12) months from the posting date of the promotional results.
 - 6. The promoted employee shall serve a probationary period of six (6) months. If this probationary period is not successfully completed or if the employee is not satisfied with the new position, he/she will be returned to his/her former position without loss in seniority or benefits. This probationary period shall also apply to departmental promotions outside the bargaining unit.
- C. **Appointment to MPO** - Appointment to MPO shall be made by seniority from among those employees who have accepted acting MPO assignments, and have not filed a waiver from acting MPO assignments in the previous twelve (12) months. Promoted MPO's shall serve a sixty (60) calendar day probation period with the same return rights outlined in Paragraph B.6 above.
- D. All acting assignments (Captain, Lieutenant and MPO) are to be made from the next lower rank by time in grade in that rank from on-duty personnel. Acting members shall have a minimum of four (4) years seniority before they are eligible to act as a Lieutenant or Captain. If there is no officer available from the on-duty crew, the senior officer in grade working overtime shall be the Captain. Any employee not wanting to accept an acting assignment (Captain, Lieutenant and MPO) shall submit an "Acting Assignment Waiver

Form^a to the Chief. Any employee who has submitted said waiver form may at any time advise the Chief that he/she wishes to accept acting assignments.

ARTICLE 5 - GRIEVANCE PROCEDURE

A grievance shall mean a dispute concerning the interpretation, application, or violation of this agreement and shall be handled as follows:

- A. **Subject Matter.** Only one subject matter shall be covered in any one grievance. However, this shall not prohibit one arbitrator from hearing successive grievances so long as each grievance hearing is completed before the next one begins.
- B. **Time Limitations.** The time limitations specified in this procedure may be extended by mutual consent of the parties.
- C. **Settlement of Grievances.** Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- D. **Steps in Procedure.**

Step 1. The employee, alone or with a Union steward, or a member of the grievance committee shall orally explain the grievance to and Assistant Chief as soon as possible, but in no event later than five (5) business days after he/she knew or should have known of the cause giving rise to the grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, except in cases involving immediate danger to the employee's health and safety. An Assistant Chief shall, within five (5) business days, orally inform the employee and the steward, member of the grievance committee, or Union representatives, where applicable of his/her decision.

Step 2. If the grievance is not settled at the first step, the grievance shall be reduced to writing and filed with the Chief within five (5) business days. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, if any, and the signature of the grievant and the date. The Chief shall meet informally with the employee, steward of grievance committee, and an Assistant Chief at a mutually agreeable time and, if the grievance is not resolved within five (5) business days, the grievant may proceed to the next step.

Step 3.

- (a) If the grievance is not settled at the second step, it may be presented to the Police and Fire Commission in writing within five (5) business days after hearing from the Chief. The meeting to discuss the grievance shall be held at a mutually agreeable time. Following this meeting, the Police and Fire Commission shall respond within ten (10) business days in writing.
- (b) If the determination of the Police and Fire Commission is that the subject matter of the grievance is not under its jurisdiction, the grievance may be presented to the Personnel Committee of the Common Council in writing within five (5) business days. The meeting to discuss the grievance shall be held at a mutually agreeable time. Following this meeting, the Personnel Committee shall respond within ten (10)

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business days in writing.

E. Arbitration.

1. **Time Limit.** If a satisfactory settlement is not reached in Step 3, the Union must notify the Police and Fire Commission or Personnel Committee, whichever is appropriate, in writing within thirty (30) calendar days that they intend to submit the grievance to the Wisconsin Employment Relations Commission for arbitration.
2. **Decision of the Arbitrator.** The decision of the Arbitrator shall be limited to the subject matter of the grievance. The Arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

ARTICLE 6 - FAIR SHARE

The City shall deduct a bi-weekly sum from the pay of employees within the bargaining unit as their proportionate share of the cost of collective bargaining process and contract administration. Such amount deducted shall be the bi-weekly dues uniformly required of all members of the unit as certified by the officers of the Union. Such deductions shall be made from the employee's pay in each month in which he has sufficient earnings to cover the same deductions. In the event that an employee shall not have sufficient earnings due him/her during the pay period when dues are normally withheld, no dues shall be withheld. The City shall have to deduct such dues when there are sufficient funds. Monies collected by the City shall be forwarded to the Union the same week they are deducted from the employee's pay. Changes in the amount of dues to be deducted shall be certified by the Union thirty (30) days before date of the change.

Save Harmless: The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City in fulfilling the obligations imposed on the City under this article.

ARTICLE 7 - HOURS OF WORK

The work week for all employees who perform firefighting duties shall be an average of not more than fifty-six (56) hours, computed over a period of one (1) calendar year. Each platoon shall work its fifty-six (56) hour week as follows: work one twenty-four (24) hour period, have one twenty-four (24) hour period off, work one twenty-four (24) hour period, have one twenty-four (24) hour period off, work one twenty-four (24) hour period, have four (4) consecutive twenty-four (24) hour periods off. A working day shall begin at 7:30 o'clock A.M. and shall end at 7:30 o'clock A.M. the following day.

New Recruits. New recruits shall be allowed an orientation period, Monday through Friday, for a period of not more than five (5) weeks. The working day shall begin at 8:00 o'clock A.M. and shall end at 4:30 o'clock P.M. Subject to prior notification, hours may be adjusted to allow for job-related training opportunities.

ARTICLE 8 - OVERTIME

All time worked, other than the normal duty day which is defined in Article 7 of this Agreement, shall be considered overtime. All compensation for overtime shall accrue at the double time rate, except as provided below. Employees shall have the option of payment (based on the 2912 hours/year rate) or compensatory time off for all hours on the books up to seventy-two (72).

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For all hours beyond seventy-two (72) the employee must take the payment.

Compensatory time of at least two (2) hours taken at the beginning or end of a tour of duty and scheduled at least forty eight (48) hours in advance cannot be canceled within the forty-eight (48) hours prior to the requested time off, unless otherwise mutually agreed upon.

- A. **Emergency Call Back Pay:** Employees called back to work for emergency purposes shall receive a minimum of two (2) hours pay at the double time overtime rate. This shall not apply to shift extensions.
- B. **Off-Duty Ambulance Runs:** Pay based on 100% Fire Fighter Paramedic annual salary (2080 hours/year). Paid at time and one-half with three (3) hours minimum for each off-duty ambulance run. An employee reporting to work no sooner than twenty (20) minutes before scheduled time of an off-duty ambulance run, will receive pay at time and one-half with three (3) hours minimum if off-duty ambulance run is canceled.
- C. **Training:** Pay based on annual salary and 2080 hours/year.
 Voluntary training paid at straight time.
 Mandatory training paid at time and one-half.
- D. **Court Appearances:** (Job related only)
 1. When a fire fighter is required to appear in court on his/her regular off-duty time, he/she shall be compensated at his/her overtime rate of pay for all court time with a minimum of three (3) hours at the fire fighter's overtime rate of pay.
 2. Court time shall be defined as follows: Any pretrial, preliminary trial, trial, mental hearing, juvenile hearing, pretrial conference with City Attorney, District Attorney, including showing of video tapes and signing of complaints or any other judicial function. The normal witness fees for court appearances shall be turned over to the City Treasurer.
 3. If a trial is canceled any time during the day of the scheduled trial, the fire fighter shall be entitled to court time.

ARTICLE 9 – SCHEDULED TIME OFF

- A.

After one (1) year of service	3 work days
After two (2) years of service	6 work days
After seven (7) years of service	9 work days
After thirteen (13) years of service	12 work days
After twenty (20) years of service	15 work days
After twenty-five (25) years of service	18 work days
After thirty (30) years of service	21 work days (effective 1/1/2011)
- B. **Definitions:**
 - * **Selecting Member(s):** All members represented by this bargaining agreement as per Article 1, Recognition.
 - * **Full Swing:** The three (3) assigned working days, which fall within each nine (9) day cycle in accordance with Article 7, Hours of Work.

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- * **Single Day(s):** A consecutive twenty-four (24) hour work period as per Article 7, Hours of Work.
 - * **Initial Scheduling:** Scheduled time off selected from December 1st to February 1st, or the extended deadline; whichever is greater.
 - * **Earned Time:** Vacation swing(s), Single vacation day(s), Holiday(s), Bonus Sick day(s), and Compensatory Time.
 - * **Float or Floated:** Earned time not selected during the initial scheduling period and is held on the record "The Books" for future use.

Time Frame

The Fire Chief will distribute an unencumbered vacation selection calendar by December 1st of each calendar year to each shift and selecting member(s) shall select their vacations on said calendar by February 1st, unless the deadline for vacation selection is extended by the mutual agreement of the union and the Fire Chief.

Number of Selecting Members Allowed OFF

During the initial scheduling, two (2) selecting members of a shift shall be allowed any combination of earned time off. After February 1st, two (2) selecting members of a shift shall be allowed off in any combination of earned time, Sick, Worker's Compensation, family medical leave, funeral leave, school/training, crew shortage, crew change, jury duty, paid leave of absence and paid administrative leave.

Order of Selection Rotation

Choice(s) of earned time off during initial scheduling shall start with the bargaining members of each shift by seniority as per Article 4 A., Seniority and Promotions.

Priority of Earned Time Off

Earned time off shall be selected in accordance with the following categories, listed in order of highest priority:

1. Vacation, full swings followed by individual vacation day(s)
2. Holiday(s)
3. Bonus Sick Day(s)
4. Compensatory Time, full 24 hour days
5. Partial compensatory time less than 24 hours

Bumping and Cancellation

Compensatory time of less than twenty-four (24) hours may be bumped by any form of earned time equivalent to twenty-four (24) hours.

All Vacation day(s) and Holiday(s) cannot be bumped or cancelled unless mutually agreed upon by the selecting member and the chief.

Bonus sick days and Compensatory time of at least two (2) hours taken at the beginning or end of a tour of duty, that are scheduled at least forty-eight (48) hours in advance cannot be cancelled within the forty-eight (48) hours prior to the requested time off, unless mutually agreed upon.

Vacation Selection

During initial scheduling each selecting member of a shift shall select two (2); three (3)

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day swings of vacation time. During successive vacation selection rotations of the initial scheduling each selecting member shall select one (1), three (3) day "swing" of vacation time off until all vacation time has been selected.

Those selecting members who have more than two (2) swings of vacation may elect to use their last swing of vacation time as single days off. Single vacation day(s) shall be made by rotation and after all other selecting members have selected their vacation swings. Single vacation day(s) may be floated. Vacation day(s) chosen after February 1st shall be on first come first serve basis.

Holiday Selection

During initial scheduling, selecting members who wish to use their holiday(s) as time off shall select those holiday(s) in rotation. Selecting members shall select one (1) holiday per rotation until each member has selected all of the holiday(s) they wish as time off. The remaining days may be floated and later selected as single days or converted to cash in accordance with Article 10, Holidays. Holidays must be converted to cash for payment on no later than the last payday of the year. Holiday(s) chosen after February 1st shall be on first come first serve basis.

Bonus Sick Days

During initial scheduling selecting members who wish to use their bonus sick day(s) as time off shall select those bonus sick day(s) in rotation. Selecting members may choose to float any or all of these days. If selected as time off, it shall be in accordance with Article 13 B., Sick Leave. Bonus Sick days chosen after February 1st shall be on first come first serve basis.

24-Hours Compensatory Time

During initial scheduling selecting members who wish to use their compensatory time in twenty-four (24) hour blocks as time off shall select those twenty-four (24) hour blocks of compensatory time in rotation. Twenty-four (24) hour blocks chosen after February 1st shall be on first come first serve basis.

Partial Compensatory Time

Partial compensatory time less than twenty-four (24) hours shall be selected after the initial scheduling of twenty-four (24) hour blocks of compensatory time has been completed. After February 1st, partial compensatory time shall be on first come first serve basis.

Blocking Time Off of the Available Calendar

The Fire Chief shall distribute an unencumbered vacation calendar prior to February 1st or the extended vacation selection deadline; whichever is later. After February 1st, or the extended vacation selection deadline, whichever is later, the Fire Chief may block time in order to send selecting members to school or conduct training.

Vacation Changes

The selecting member will be allowed to retain their original vacation dates regardless of personnel changes between crews. If transferred to a different crew, the selecting member may choose at their option a new vacation if less than two (2) selecting members are off on the day(s) selected or the day is not blocked.

If a selecting member(s) choose(s) to change his/her vacation picks after Initial

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Scheduling has been completed, they must first get approval from the Fire Chief and may choose new vacation dates if less than two (2) selecting members are off on the day(s) selected or the day is not blocked.

If unusual circumstances fail to allow an employee to take their remaining vacation within the year, a request by the employee must be provided in writing to the Fire Chief for approval to carry vacation over to be scheduled and used within the first six (6) months of the ensuing year, or it is automatically cancelled.

ARTICLE 10 - HOLIDAYS

Employees shall receive paid holidays to be compensated with ten (10) twenty-four (24) hour periods off. Holidays may be compensated for by pay at the normal hourly rate or by time off, the choice to be made by the employee if the schedule permits. The Chief will post the holiday schedule before January 1st of each year.

A full year's holiday time shall be credited to the employee on January 1 of each year and need not be earned to be taken in time off or pay, provided that if the employee leaves the Fire Department during the year, any unearned time or pay taken shall be deducted from the employee's final pay, based on one (1) holiday for every 36 calendar days.

Holidays for Recruits. Holidays for new recruits will be calculated on the basis of one (1) holiday for every thirty-six (36) calendar days of employment after completion of the orientation period.

ARTICLE 11 - LEAVE OF ABSENCE

The City may grant a leave of absence. Fringe benefits shall continue at the employee's discretion during the unpaid leave of absence; however, the employee shall reimburse the City for the entire cost of benefits during the leave of absence if the employee desires such benefits. Final approval of the leave of absence is subject to the approval of the Police and Fire Commission.

ARTICLE 12 - BEREAVEMENT LEAVE

- A. **Immediate Family.** An employee shall be granted a bereavement leave of four (4) consecutive calendar days, one day of which must be the day of the visitation or memorial service or funeral or burial, upon the death of a spouse, child, step/adopted child, parent, parent-in-law, step/adoptive parent, brother, sister, grandchild, brother-in-law, or sister-in-law. (Brother-in-law and sister-in-law shall be defined as the spouse of an employee's brother or sister and/or the brother or sister of an employee's spouse.)
- B. **Non-Immediate Family.** An employee shall be granted a bereavement leave of one (1) calendar day, the day of the visitation or memorial service or funeral or burial, upon the death of a relative, not a member of the immediate family. Included would be the grandparent of the employee, the grandparent of the employee's spouse, aunt, uncle, niece, nephew, daughter-in-law, or son-in-law of the employee.
- C. **Verification of Attendance.** Verification of attendance (using the Bereavement Leave Verification Form) shall be obtained from the funeral director, or a person acting as such, for non-immediate family members as defined above, and returned to the Fire Department

upon returning to work.

ARTICLE 13 - SICK LEAVE

- A. **Use.** Sick leave shall be allowed when, due to sickness or injury, the employee is unable to perform the duties of employment. The employee shall notify the department of his/her intent to take sick leave at least thirty (30) minutes prior to the regular work day if such notice is at all possible. Sick leave must be accumulated before it can be used. Probationary employees are eligible to use sick leave after six (6) months of employment.

Return-to-Work Certification. A return-to-work certification, signed by a Medical Doctor, Osteopath, Podiatrist, Nurse Practitioner, Chiropractor, or Dentist, shall be required for any use of sick leave of three (3) consecutive work days. It must state that the employee is recovered and able to return to full-duty status.

- B. **Accrual.** Employees shall accrue one day (24 hours) of sick leave per full month of employment with no limit on accumulation. Each year, employees will be allowed to carry over one half of the prior year's unused balance, plus three (3) days (i.e. if the employee uses two days of sick leave in a given year, eight (8) days will be carried over).

Employees who do not use sick leave from January through June each year shall earn one (1) bonus day; employees who do not use sick leave from July through December each year shall earn one (1) bonus day. An employee serving an entire calendar year (January through December) without using sick leave shall earn one (1) additional bonus day for the twelve (12) months without using sick leave. If an employee continues for an additional six (6) month period without using sick leave, the employee shall earn bonus days on the basis of two (2) days for each consecutive six (6) months (January through June and July through December) without using a sick day. (i.e. if the employee earns three (3) bonus days and designates them as sick days, the employee carries forward twelve (12) days; if the employee earns four (4) bonus days and designates them as sick days, the employee carries forward thirteen (13) days

Employees have the option of allocating the bonus day as either a sick day or a compensatory day. If it is a compensatory day earned prior to January 1, 2011, the employee will have one (1) year from the date it was earned in which to use it or it will be lost. If it is a compensatory day earned after January 1, 2011, the employee will have two (2) years from the date it was earned in which to use it or it will be lost. The request for this bonus day off will be handled the same as compensatory time. Once the choice has been designated, it cannot be changed.

The amount of each employee's sick days shall be posted at Headquarters Fire Station before March 15 of each year.

For the purpose of Accrued Sick Leave Credit, as outlined in D below, a maximum of sixty-two (62) sick days shall be converted to monetary value for insurance purposes.

- C. **Partial Sick Days.** Employees who take less than twelve (12) hours of sick leave in one day shall have one-half (1/2) day deducted from their balance. Employees who use twelve (12) hours or more of sick leave in one day shall have a full day deducted from their balance.
- D. **Accrued Sick Leave Credit.** All employees covered by this agreement who actually retire

from City service through the Wisconsin Retirement System at whatever age the State designates as the minimum retirement age, or retires due to disability and apply for a retirement annuity from the Wisconsin Retirement Fund shall be entitled to the following:

1. Those who are covered by the City Health Insurance Plan will have one hundred percent (100%) of their accumulated sick leave credits (a maximum of sixty-two (62) days at the time of retirement) converted to a monetary value (the number of days of accumulated sick leave times normal daily rate of pay received immediately prior to retirement), which would be available to the employee as a credit to pay the hospital and surgical insurance cost (full premium) as may be charged such employee and dependents by the company carrying the City's group hospital and surgical insurance.
2. Those employees not covered by the City Health Insurance Plan for the twenty-four (24) months immediately preceding their retirement would have seventy-five percent (75%) of their accumulated sick leave credits (a maximum of sixty-two (62) days at the time of retirement) converted to a monetary value (the number of days of accumulated sick leave times normal daily rate of pay received immediately prior to retirement) and paid to the employee in cash, less appropriate State and Federal taxes.

If a determination by the appropriate Government Agency to lower the above time frame of twenty-four (24) months, the lower figure will be used in D.2 above.

In the event it should be determined that D.1 and 2 are both taxable events, the Accrued Sick Leave Credit language above will revert to the language used in the 1995-1996 labor agreement.

Should an employee die while still employed by the City, the applicable benefit would apply to the employee's spouse. In the event the retired employee is covered by the Health Insurance Plan and he/she precedes his/her spouse in death and there remains at that time a balance to his/her credit, such balance shall be used to purchase such insurance for the surviving spouse so long as the spouse is alive and there remains a balance in the fund. The City's obligation shall cease when the monetary value of said account is depleted or both are deceased.

Post Employment Health Plan (PEHP) - Effective January 1, 2005, the City agrees to establish a Post Employment Health Plan (PEHP) in accordance with applicable sections of the Internal Revenue Service Code with the City paying the administration fees. Employees will be required to "convert" accrued sick leave, unused vacation, unused holiday(s) and compensatory time into their individual PEHP account. All employees covered by this Agreement who actually retire or resign from City service at the age of 50 or over or retire due to disability, shall be entitled to the following:

1. Employees shall have one hundred percent (100%) of their unused vacation, unused holiday(s), unused compensatory time and unused sick leave credits (maximum of 62 days) converted to a monetary value (i.e. 100% of the hours of accumulated sick leave, maximum of 62 days, times normal hourly rate of pay received immediately prior to retirement) and said monetary amount, not subject to state or federal taxes, shall be deposited into the employee's individual PEHP account.
2. Employees shall retain the option to participate in the City's group hospital and surgical insurance by paying the hospital and surgical insurance cost (full premium) as may be

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charged such employee and dependents by the company carrying the City's group hospital and surgical insurance.

3. Should the employee die while still employed by the City, the above applicable benefit would apply to the employee's spouse.

- E. **Sick Leave Donation.** Employees who have a minimum of 1488 hours of sick leave accrued will be allowed to donate sick leave to other employees who are in need of additional sick leave with the approval of the Chief, on a case-by-case basis. Such approval will not be unreasonably denied or withheld.

ARTICLE 14 - FAMILY EMERGENCY LEAVE

In the event of serious illness or serious injury in the employee's immediate family, absence up to a maximum of one (1) day in a calendar year shall be allowed without loss of pay. The employee's immediate family shall include a parent, spouse, or dependent child. Such leave time shall not be paid if an employee is on vacation, sick leave, holiday, or normal days off.

ARTICLE 15 - LONGEVITY

- | | | |
|----|------------------------------|-------------------|
| A. | After five (5) years | \$15.00 per month |
| | After ten (10) years | \$25.00 per month |
| | After fifteen (15) years | \$35.00 per month |
| | After twenty (20) years | \$45.00 per month |
| | After twenty-five (25) years | \$55.00 per month |

Longevity payments shall commence after the anniversary date of hire.

ARTICLE 16 - INSURANCE

- A. **Medical.** The City will pay ninety percent (90%) of the single and family health insurance premium and the employees will pay ten percent (10%) of the single and family monthly health insurance premium.

Employees are also eligible to participate in the Group Life Insurance Program.

- B. **Income Continuation Insurance.** The City shall offer a Disability Income Protection Policy offered through the State of Wisconsin. The City shall pay the statutorily required premium for the base coverage.

- C. **Flexible Spending Account.** The City shall offer a pre-tax flexible spending account.

ARTICLE 17 - RETIREMENT

Employees of this bargaining unit shall be covered under the State of Wisconsin Retirement Fund (WRS), with the City continuing to pay the employee share of the contribution to WRS until and through April 30, 2014. Effective on and after May 1, 2014 and through December 31, 2014, employees shall contribute 3.5 percent of wages toward the employee-required amount of contributions that apply to protected services employees, such contributions to be made through pre-tax payroll deductions. Effective January 1, 2015, employees shall contribute the full amount of the employee-required amount of contribution to WRS, through pre-tax payroll deductions. The City shall continue to pay the full share of the employer-required contributions

to WRS for each employee.

ARTICLE 18 - UNIFORM ALLOWANCE

- A. All turnout gear (helmet, turnout coat, bunker boots and pants, gloves and protective hoods) and any part of the uniform without a size shall be provided for members of the Union by the City.
- B. The City shall provide each member of the Union, upon request by the Union, by January 31st of each year, an allowance of three hundred fifty dollars (\$350) per annum. On January 1, 2003 an additional one hundred dollars (\$100); on January 1, 2004 an additional one hundred seventy five (\$275; effective 1/1/2010) is available on a calendar year basis upon the submission of receipts to the Chief, substantiating the purchase of approved uniform pieces. Reimbursements will be in increments no less than twenty-five dollars (\$25), with the exception of the last payment.
- C. New fire fighters shall receive an initial issue as is required for full uniforming of the fire fighter. Employees who do not successfully complete the probationary period shall reimburse the City for the cost of the initial issue uniform. Uniform allowance shall not be received until after one full calendar year of service, except for employees hired prior to July 1st, who will receive their uniform allowance the following January.
- D. A fire fighter's uniform damaged beyond repair in the line of duty shall be replaced with the City paying the full cost of such replacement. Such cost shall not be charged against the annual maintenance allowance. The City shall reimburse the employee the full cost for the replacement of prescription eyeglasses if lost or damaged in the line of duty. The City shall also reimburse the employee up to thirty-five dollars (\$35) for the replacement of watches lost or damaged in the line of duty and up to fifteen dollars (\$15) for sunglasses lost or damaged in the line of duty.

ARTICLE 19 - SALARIES*

A. **Wages.** The following shall be the schedule of monthly wages to the members of the Stevens Point Fire Department covered by this contract for 2013-2015. The members shall be paid bi-weekly.

	Monthly		
	<u>01/01/2013</u>	<u>05/01/2014</u>	<u>01/01/2015</u>
Captain 2 – NRP	5,419.88	5,609.58	5,847.99
Captain 2 – I	5,339.79	5,526.68	5,761.56
Captain 2 – EMT	5,260.87	5,445.00	5,676.41
Captain 1 – NRP	5,262.02	5,446.19	5,677.65
Captain 1 – I	5,184.26	5,365.71	5,593.75
Captain 1 – EMT	5,107.64	5,286.41	5,511.08
Lieutenant 2	5,108.76	5,287.57	5,512.29
Lieutenant 1	5,033.26	5,209.42	5,430.82

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MPO - NRP	4,886.66	5,057.69	5,272.64
MPO - 1	4,767.66	4,934.53	5,144.25
MPO - EMT	4,706.94	4,871.68	5,078.73
Firefighter - NRP (100%)	4,673.61	4,837.19	5,042.77
Firefighter - I (100%)	4,554.64	4,714.05	4,914.40
Firefighter - NRP (2 year) Firefighter - NRP	4,450.63	4,606.40	4,802.17
(1 year) Firefighter - NRP	4,227.66	4,375.63	4,561.59
(start)	4,004.70	4,144.86	4,321.02

* Effective 1/1/1999, the EMT-I Incentive Pay, EMT-Defib Incentive Pay, EMT-I ET Incentive Pay, and First Response Ambulance Pay were deleted and rolled into the base rate.

B. **Captain and Lieutenant** - After serving 5 years as a Captain or Lieutenant at Pay Grade 1, that Captain or Lieutenant will advance to Pay Grade 2.

C. **Lead Paramedic**. (Deleted effective January 1, 2010)

D. **Recruit Salaries**. A recruit beginning employment in the Stevens Point Fire Department shall start at the start rate of the job for which he/she has been hired. After one (1) year of service, he/she shall receive the 1 year rate of the job for his/her classification. After two (2) years of service, he/she shall receive the 2 year rate of the job for his/her classification.

After three (3) years of service, he/she shall receive one hundred percent (100%) of the job rate for his/her classification. The Police and Fire Commission, at its discretion, may start new employees above the start rate with documentation of relevant experience.

E. **Acting Assignment Pay**. Any fire fighter or officer who is assigned the duties of a superior position, and who performs these duties satisfactorily for at least twenty-two (22) hours in a normal tour of duty, shall receive the pay grade consistent with the superior position.

F. **Instructor Pay**. The Steven Point Fire Department will retain a sufficient number of State Certified Fire and EMS Instructors for the purposes of accomplishing the mission of the Department. The selection and number of instructors will be decided by the Chief of the Department and will be reevaluated annually. Service as an Instructor shall be on a voluntary basis. Compensation:

Those members of the Department who are appointed by the Chief, instruct for a minimum of 40 hours during the course of the year will be compensated \$600.00. The tracking of the hours taught while on-duty will be the responsibility of the employee with verification by any of the chiefs.

Those members of the Department who are appointed by the Chief for instruction while off-duty for any amount of time will be compensated with

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overtime (Article 8, Section C. Overtime) for the hours of instruction. Instruction overtime shall be logged into the normal overtime tracker.

Examples of training courses that would be compensated either off-duty or on-duty are PALS, ACLS, technical rescue, Fire Officer, Fire Inspector and CPR but not limited to. There might be other courses that could be compensated but shall have approval by the chief or their designee.

The Stevens Point Fire Department will reimburse the employee for their State Fire or EMS Certification per Article 28 – Continuing Education.

Definitions:

State Certified Instructor: Wisconsin State Technical College Emergency Services Instructor 1 certification required (NFPA 1041) (a/k/a Fire Instructor I) and State of Wisconsin Instructor II certification required for EMS.

Limitations:

Instruction shall be conducted indoors if temperatures are below 32 degrees Fahrenheit, the exception would be ice and water rescue, which shall be conducted at temperatures above 10 degrees Fahrenheit. Training in an environment above 90 degrees Fahrenheit will be postponed or moved to a different location.

ARTICLE 20 - UNION ACTIVITY

Personnel at Fire Station #2 will be allowed to move up to Headquarters Fire Station at least three (3) times per year, provided an appropriate request is made by Union Officers to the Chief prior to the meeting.

ARTICLE 21 - EXISTING RIGHTS

The rights of all members of the Union primarily related to wages, hours and conditions of employment (i.e. mandatory subjects of bargaining) and the City existing at the time of the execution of this contract shall in no way be modified or abrogated and all privileges, benefits, and rights primarily related to wages, hours and conditions of employment (i.e. mandatory subjects of bargaining) enjoyed by the Union and the City which are not specifically mentioned or abridged in this agreement, are automatically a part of this agreement.

ARTICLE 22 - RESIDENCY

Unrestricted within the boundaries of Portage County.

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2013 and shall remain in full force and effect through December 31, 2015. This Agreement is subject to renegotiation for the year of 2016; and all renegotiated terms and conditions of this agreement as may be agreed upon at any time in the future shall not be effective until January 1, 2016.

ARTICLE 24 - BARGAINING PROCEDURE

On or before September 1, 2015, the Union and the City shall meet and exchange proposals at that time.

ARTICLE 25 - SAFETY

Mutual Cooperation: The City and the Union shall cooperate in a continuing effort to eliminate accidents and health hazards by promoting health and safety education, by being alert to hazardous conditions, and by encouraging all employees to work in a safe manner.

Safety Committee: The City will establish a safety committee composed of representatives from all departments in the City. The Union agrees to participate in the formulation of safety policy by Union representation on the City Safety Committee. The function of the Safety Committee shall be to advise the City concerning occupational safety and health matters. In the discharge of its function, the Safety Committee shall review existing practices and rules relating to occupational safety and health; suggest changes in existing practices and rules; review accidents and recommend corrective actions and preventative measures.

ARTICLE 26 - EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement agree not to discriminate against any employee because of race, color, creed, sex, religion, national origin, handicap, veteran, union status, marital status, age or sexual orientation as provided by applicable federal and state statutes.

When words herein are used in the masculine (e.g., he, his, him) they shall include the feminine (e.g., she, her).

ARTICLE 27 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 28 - CONTINUING EDUCATION

The City shall pay for the cost of tuition and books for courses taken by a member of the Organization at an accredited college, university or VTAE school, subject to the following provisions:

1. Payments will be made only after a grade of C or better has been achieved. (Pass/Fail courses will require approval from the Chief.)
2. Courses taken in the fire science program, required prerequisites for fire science program and approved electives in the fire science program. Any other courses shall require authorization from the Chief.
3. The Fire Chief or his designee shall be notified of the employee's intent to enroll in the course prior to registration.
4. Continuing education shall not interfere with the employee's ability to perform the duties of his job.

Employees will be reimbursed \$10.00 per credit hour earned in January and July of each year for the preceding six (6) months. Each course must be pre-approved by the Chief or his/her designee and must be related to the employee's profession with the Stevens Point Fire Department. Employee will be required to successfully complete the course with a grade of "C"

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or better and will be required to provide a transcript or other official documentation from the college or university, prior to being reimbursed. Only one reimbursement will be made for each course.

ARTICLE 29 - DRUG TESTING

The collectively bargained agreement on drug testing, as agreed to by the parties, shall be considered part of this Collective Bargaining Agreement and shall be attached hereto.

ARTICLE 30 - PARAMEDIC STATUS/TRAINING

1. **Future Paramedic Training**
Present employees who were not included in the initial paramedic training may apply for training at a later date. (Initial paramedic training program refers to the paramedic training program attended by the first group of Stevens Point Fire Fighters who became Paramedics.) Present employees will be considered for paramedic training, based upon a recommendation of the Fire Chief and/or the Police and Fire Commission. All prospective paramedics will be given an asset test through Mid-State Technical College to determine applicant's strengths and weaknesses. All members entering the program will sign an MSTC release allowing the Chief and/or Medical Director to review their progress, test results, and evaluations.
2. **Initial Training Program pay (Initial Training Program Participants Only)**
Off-duty initial training will be compensated at the voluntary training rate as described in Article 8 C, minus \$5 per hour. All compensation from the paramedic training program will be paid out over a two (2) year period by paying 50% of the total hours accumulated in January 1999 and the other 50% in January of 2000, however, the City retains the right to accelerate the pay back period.
 - a. Employee acknowledges that all initial training sessions related to the paramedic program are voluntary on the part of the employee when held outside working hours;
 - b. Employee acknowledges that attendance at initial training was not required by employer and employees' present working conditions or continued employment would not be adversely affected if the employee did not attend;
 - c. Employee acknowledges that they were not performing any productive paramedic work during attendance at the initial training sessions; and
 - d. Employee therefore understands and acknowledges that time during this training is not subject to the Fair Labor Standards Act.
3. **Exam Fees**
The City will pay the fees required for taking the National Registry exam two (2) times. If an employee does not become Nationally Registered the second time, they will pay the fees and expenses for any additional exams taken.
4. **Terminating Paramedic Status**
Employees who are EMT-P's will maintain their EMT-P status until such time as they can be replaced by another EMT-P, provided the Department is able to maintain a staff of fifteen (15) EMT-P's. If more than one (1) EMT-P wishes to quit the program, preference will be made on the basis of seniority. Exceptions to the number of paramedics will be made on a case by case basis. In the case of an EMT-P leaving the program, the employee will be required to maintain an EMT-I certification.

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- 5. **Terminating Employment**
Employees who receive paramedic training at Department expense and who voluntarily terminate their employment within three (3) years of completion of the training agree to reimburse the City for the cost of training, to be prorated on the basis of thirty-six (36) months. Training cost includes tuition, books, and instructor fees (instructor fees not to exceed \$1,200).

- 6. **New Employees**
New employees will be paramedics or will be required to complete paramedic training as a condition of employment, including national registry. If they are not paramedics, they will be enrolled in training at the earliest opportunity. Any employee hired after November 1, 1997 will maintain EMT-P status and failure to maintain EMT-P status will constitute just cause for termination of employment. For the purpose of employees attending paramedic training only, employees may be scheduled on an 8-hour day, 40-hour week, to accommodate the training schedule. (This does not supersede Article 7, Hours of Work, and does not apply to refresher paramedic training.)

- 7. **National Registry Pay**
Any employee that was in the initial paramedic training program will, upon achieving National Registry - Paramedic, receive NRP rate of pay from the date that employee initially performed as a paramedic.

ARTICLE 31 - LAYOFF / RECALLS

Any layoffs or recalls shall proceed in a manner consistent with Wisconsin State Statute 62.13(5m).

ARTICLE 32 - CONSOLIDATION / MERGER

Should the City of Stevens Point decide to proceed with a new method for providing fire and EMS protection to the citizens of Stevens Point through consolidation, merger, or combination of services with another municipality or fire protection district, the City will honor the wages and benefits section of the current collective bargaining agreement with Local 484 until the adoption of a successor collective bargaining agreement is in place with the new employer. The City will allow the Union to be involved in the discussions to form a new consolidated, merged, or combination service, to the extent required to facilitate the process of negotiating a new collective bargaining agreement. With respect to other matters, the City will remain open to discussing the concerns of Local 484 as the process unfolds. This agreement does not apply to the City's current plan to enter into an Automatic Aid plan known as "METRO" with the Villages of Plover and Whiting.

ARTICLE 33 - CONFIRMATION OF AGREEMENT

It is certified and confirmed by the parties hereto that this Agreement has been approved and confirmed by the Common Council and Police and Fire Commission of the City of Stevens Point, Wisconsin, and International Association of Fire Fighters, Local 484, AFL-CIO.

IN WITNESS WHEREOF, this Agreement has been signed at the City of Stevens Point,

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STEVENS POINT FIRE DEPARTMENT
PERFORMANCE EVALUATION

W/AD

APPENDIX A

Employee: _____

Date: _____

Evaluators: _____

Review: Annual Probationary Other

(Circle appropriate score and total at bottom.)

1. ABILITY TO APPRAISE EMS SITUATIONS (Ability to reach sound decisions, to handle usual situations, foresight.)	Excellent 10 9	Above Average 8 7	Appraisal Accurate & Promptly Reached 6 5	Slow & Incorrect Conclusions 4 3	Lacking 2 1
2. PROFICIENCY IN EMS SKILLS AND EQUIPMENT USE	Excellent 10 9	Knows All Aspects & Proper Use of Equip. 8 7	Average Skills & Equip. Knowledge 6 5	Needs Help With Equip. 4 3	Definitely Needs More Training 2 1
3. ABILITY TO EXPRESS HIMSELF/HERSELF ORALLY AND IN WRITING	Excellent 10 9	Good 8 7	Average 6 5	Fair 4 3	Poor 2 1
4. INITIATIVE (Resourcefulness, aggressiveness, ability to see things to do. Desire to do his/her share of work.)	Unusually Good 10 9	Energetic & Resourceful 8 7	Fairly Progressive 6 5	Routine Worker 4 3	Little or None 2 1
5. ABILITY TO LEARN (Quickness to learn & retain new ideas.)	Superior 10 9	With Ease 8 7	Average 6 5	Slow 4 3	Dull 2 1
6. SELF-IMPROVEMENT (Desire, Effort, Interest in Work)	Aggressively Seeks Means of Self-Improvement 10 9	Alert for Means of Self-Improvement 8 7	Reasonably Alert 6 5	Limited Effort 4 3	Little or No Effort 2 1
7. DEPENDABILITY (Reliability, punctuality, etc.)	Absolutely Dependable 10 9	Trustworthy 8 7	Reliable 6 5	Usually Reliable 4 3	Unreliable 2 1
8. COOPERATIVENESS & TEAMWORK (Ability to get along with instructors & co-workers, willingness to cooperate, loyalty.)	Outstandingly Cooperative 10 9	Cooperative 8 7	Indifferent 6 5	Difficult to Handle 4 3	Obstructive 2 1
9. ABILITY TO FOLLOW INSTRUCTIONS (Supervision required after instruction & attitude toward criticism.)	Exceptional 10 9	More than Average Ability 8 7	Usually Adequate 6 5	Requires Close Supervision 4 3	Definitely Lacking in Ability 2 1
10. SKILL IN USE OF FIREFIGHTER TOOLS	Expert 10 9	Very Skillful 8 7	Satisfactory 6 5	Not Skillful 4 3	Awkward 2 1
11. RELATIONSHIP WITH OTHER EMPLOYEES (Fair mindedness and how he/she is accepted by others of the group.)	"Tops" 10 9	Above Average 8 7	Satisfactory 6 5	Relationship Often Tense 4 3	Decidedly Poor 2 1
12. ABILITY TO APPRAISE FIREGROUND SITUATIONS (Ability to reach sound decisions, to handle usual situations, foresight.)	Exceptional 10 9	Good Firefighting Sense 8 7	Appraisal Accurate & Promptly Reached 6 5	Slow & Often Inaccurate Conclusions 4 3	Lacking 2 1
13. WILLINGNESS TO ACCEPT RESPONSIBILITY	Accepts & Handles 10 9	More Willing than Average 8 7	Usually Willing 6 5	"Passes the Buck" 4 3	Unwilling 2 1
14. QUANTITY OF WORK (Amount of work accomplished and speed of doing it.)	Very High 10 9	High 8 7	Average 6 5	Low Output 4 3	Very Low Output 2 1
15. QUALITY OF WORK (Accuracy & thoroughness; consider non-firefighter duties also.)	Highest Quality 10 9	Good Quality 8 7	Passable 6 5	Careless 4 3	Many Errors 2 1
16. LEADERSHIP (Consider ability to supervise.)	Respected by All 10 9	Usually Commands Respect 8 7	Adequate 6 5	Can, But Doesn't 4 3	Cannot Lead 2 1
17. PERFORMANCE IN TRAINING (Consider desire for further training in addition to performance during initial dept. training.)	Excellent 10 9	Good 8 7	Fair 6 5	Poor 4 3	Very Poor 2 1
18. SAFETY (Consider approach to safety for self and for other department employees.)	Quick to Detect & Correct Unsafe Conditions 10 9	Aware of Safety Measures & Follows Them 8 7	Observes Ordinary Measures 6 5	Makes Token Effort 4 3	Disregards Safety 2 1
19. APPEARANCE	Sets Excellent Example 10 9	Dress & Appearance Very Neat & Trim 8 7	Neat at all Times 6 5	Satisfactory at Inspection 4 3	Unacceptable 2 1
20. ABILITY TO APPEAR BEFORE THE PUBLIC	Gives Outstanding Presentations 10 9	Volunteers Often 8 7	Will do so When Asked 6 5	Does so Only With Another 4 3	Shies Away from Public Assemblies 2 1

TOTAL SCORE: _____

(W:Form Performance Evaluation Form)

Wisconsin this 29th day of July, 2014.

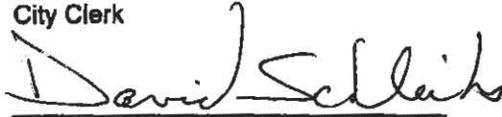
CITY OF STEVENS POINT



Andrew J. Halverson
Mayor



John Moe
City Clerk

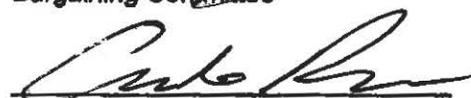


Dave Schleihs, President
Police and Fire Commission

**STEVENS POINT FIRE FIGHTERS
IAFF LOCAL 484**



Jb Moody,
Bargaining Committee



Armando Ramon
Bargaining Committee



Mark Kitowski
Bargaining Committee



Tate Roselius
Bargaining Committee



Tracy Aldrich
Bargaining Committee



Justin Thomson, President



Frank Minervini, Secretary



APPENDIX B

Stevens Point Fire Department
Modified Duty Policy

1. In Order to assist SPFD personnel to transition from an injury/illness back to full-duty status, modified duty will be offered. This will allow the employee to ease back into the flow of department operations without responding to emergency calls. Then, after this transitional period, and upon clearance from the treating physician, the employee will be allowed to return to full-duty status.
2. All SPFD employees can return to modified duty whether due to injuries/illness suffered on or off-duty. However, preference for modified duty assignments will be given to those employees returning from a work-related injury.
3. In order to return to modified duty, the employee must provide a return to duty slip to the Fire Chief or designee clearly outlining any restriction from his/her treating physician.
4. The City will retain the right to have another physician re-evaluate an employee for disposition to return to modified duty or full duty at the City's expense.
5. Modified duty work assignments will consist of work within the Fire Department and will be assigned by an Assistant Chief or the Chief with oversight by the Shift Commander. Work assignments during modified duty will remain within the Fire Department and will be department related work activities, assigned where a need exists with an effort at utilizing specific employee talents. Assignments will meet the restrictions set forth by the treating physician.
6. Personnel on modified duty status will work with their assigned crews from the hours of 0730 to 1630, Monday through Friday. On Saturdays, the work schedule will be established at 0730 to 1230. There will be no modified duty on Sundays or holidays.
7. If an employee is on a modified duty status and has selected vacation days or holidays during this period, the employee shall not be required to report to work. This shall be treated as if the employee were on full-duty status, if the employee chooses. Otherwise, the vacation days shall be picked upon returning to full-duty status. The vacation shall not cause the department over time when re-picking and can be used six months after the date of return.
8. If an employee is sick while on modified duty, and the employee does call in sick it shall be deducted from the employee's sick leave bank as 12 hours.
9. When recording work time for modified duty, it shall be recorded as follows: when the individual works a 9-hour day, it is recorded as 15 hours FMLA, Worker's Comp, or sick leave. When the individual works a Saturday, it is recorded as 19 hours FMLA, Worker's Comp, or sick leave.

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10. If any form of leave is requested as outlined in Article 9 - Scheduled Time Off of L484's Contract while on modified duty, the request should be routed through normal procedures and approved by an Assistant Chief or the Fire Chief and submitted for payroll.

11. Modified duty is synonymous with light duty or transitional duty.

12. The treating physician shall be chosen by the employee.

APPENDIX C

The implementation outlined below will be followed when back pay rates are calculated and to establish the proper wage level for those personnel who were in positions that were eliminated or where the number of positions was reduced in 2010.

Implementation of City 2009/2010 Collective

Bargaining Agreement – Wage Plan

Elimination of Certain bargaining unit positions

Freeze for Captains, Lead Paramedics, and MPO's

The purpose of this document is to explain the methods the City will follow for implementing the salary freeze for those personnel who had a reduction of grade or rank due to the position reduction that was part of the Fire Department's 2009 re-organization.

The effective date of the 2009 re-organization is January 1, 2010. Therefore, all fire department bargaining unit personnel should receive a 3% increase in 2009. In 2010, those persons who were reduced in rank will not receive the 3% increase. Their pay will remain the same as it was in 2009. In 2011, the pay will remain the same for all Department members as it was in 2010, unless the person is eligible for a time-in-grade step increase or the person was reduced more than one grade. This is the case for three individuals who went from Interim Lieutenant to Firefighter/Paramedic. In the case of the three individuals who were Lead Paramedics prior to their assignment as Interim Lieutenant, their rate of pay was comparable to the rate for the MPO-P position. Their rate of pay for 2011 will be the MPO-P rate of pay and remain there until that rate of pay is surpassed by the rate of pay for a Firefighter/Paramedic or they receive promotion to MPO or Lieutenant.

In the future, we will calculate a person's total time-in-grade as including all time in the grade. For a Captain/Lieutenant, this means all time spent as a Lieutenant will count as time-in-grade for both the Lieutenant's step and the Captain's step structure for purposes of determining when a person moves to the second step of the salary schedule. The current Interim Lieutenants will receive seniority credit for all time they serve as an Interim Lieutenant if or when they receive permanent promotion as a Lieutenant on the Department.

All step movements will occur in the Lieutenant and Captain schedules after an individual completes 5 years of service in the grade.

Acting pay will only be given to an individual whose rate of pay is below the level of pay for the position he is filling in an acting capacity.

The salary for Jb Moody will be returned to Firefighter/Paramedic in 2011 because he was serving as an Acting Lead Paramedic, due the absence of Brian Spence, and then moved to Interim Lieutenant to cover the promotion of Charles Skibba back to Captain.

The individuals, their salaries, and the step-movement timelines are shown below: (Note the salaries are shown rounded off to the nearest dollar.)

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MPO TO FF/PM

<u>Name</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Baganz	\$54,185	\$55,810	\$55,810	\$55,810
Schoeberle	\$54,185	\$55,810	\$55,810	\$55,810
Zvara	\$54,185	\$55,810	\$55,810	\$55,810

Lead Paramedic to Lieutenant to MPO / FF/PM

<u>Name</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Gernza	\$54,185	\$55,810	\$57,485	\$57,485
Heibler	\$54,185	\$55,810	\$57,485	\$57,485
Spence	\$54,185	\$55,810	\$57,485	\$57,485

Captain to Lieutenant

<u>Name</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Davis	\$57,583	\$59,310	\$59,310	\$60,097 (02/11 step)
Laszinski	\$56,264	\$57,952	\$59,209	\$59,209

For each of the above, in addition to any step increases, 2012 rates shall be increased in accordance with the terms of this contract as set forth under Article 19.

Persons demoted during re-organization will be eligible for promotion as follows: MPO's and Lead Paramedics shall be considered eligible for promotion to Lieutenant. Captains that were demoted to Lieutenant will be re-instated to the Captain position in order of Time in Rank. MPO's that were demoted to FF/Paramedic will be reinstated to MPO according to Time in Rank.

Lead Paramedics will be placed in the FF/Paramedic category by seniority with no detrimental effect as a result of the previous memorandum of understanding between the City and Local 484. Former Lead Paramedics will not have to act as an MPO for one year prior to being promoted to MPO. Firefighters Becken and Aldrich will be exempt from the Paramedic job requirement to test for Lieutenant and/or Captain.

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**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF STEVENS POINT
AND
STEVENS POINT FIRE UNION LOCAL 484**

THIS AGREEMENT is made and entered into between the City of Stevens Point (City) and Stevens Point Fire Union Local 484 (Union) regarding the 2010-2012 contract negotiations between the City and the Union, as follows:

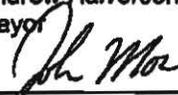
- 1. That the City and the Union both agree to withdraw any proposals regarding amendments to contract language involving grievance arbitration and discipline of members of the bargaining unit for purposes of a voluntary settlement of the 2010-2012 Labor Agreement between the City and the Union.**
- 2. That the City and the Union agree, solely for the purpose of resolving the 2010-2012 contract negotiations, that in the event of a discipline matter involving a member of the bargaining unit, the bargaining unit member shall have the right to proceed to grievance arbitration under the terms of the Labor Agreement only for the remainder of the term of the 2010-2012 Labor Agreement. In the event an employee is subject to discipline, up to and including a suspension without pay, the employee may file a grievance under the provisions of the labor Agreement instead of using the procedures of Section 62.13 to seek review of the discipline issue. In the event an employee is subject to charges filed against the employee for demotion or discharge, the charges against the bargaining unit member will be processed before the Police and Fire Commission pursuant to the statutory procedures in Section 62.13, Wis. Stats. In the event the bargaining unit member decides to appeal the decision of the Police and Fire Commission regarding the discipline, the employee may choose to proceed under Section 62.13, Wis. Stats., or file a grievance under the provision of the Labor Agreement. Such grievance shall be processed pursuant to the procedures and the standards identified in the state statute for employee discipline. In the event the matter is processed pursuant to the grievance procedure, a hearing shall be held before a grievance arbitrator in accordance with the statutory requirements for such proceeding.**
- 3. Nothing in this memorandum of Agreement shall be considered precedent or past practice supporting a claim by either the City or the Union regarding the terms and conditions of the 2010-2012 Labor Agreement. Nothing in this memorandum of Agreement shall be used by either the City or the Union to support any position or final offers in future contract negotiations between the City and the Fire Union.**
- 4. Nothing in this Agreement shall constitute precedent for use by either the City or the Union regarding the establishment of any standard for discharge of a firefighter or the applicability of any proposals regarding changes to the contract language on discipline of employees that may arise in future contract negotiations between the City and the Union.**

5. That this Agreement shall expire at the end of the 2010-2012 Labor Agreement, unless extended by mutual agreement between the City and the Union during negotiations leading the a successor Labor Agreement.

Dated this 30 day of December, 2010

CITY OF STEVENS POINT

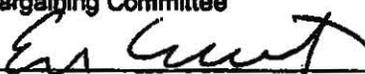

Andrew Halverson
Mayor


John Moe
City Clerk


Dave Schleibs, President
Police & Fire Commission

STEVENS POINT FIREFIGHTERS
IAFF LOCAL 484


Jb Moody
Bargaining Committee


Eric Macht
Bargaining Committee


Art Dahms, President
Local 484


David Briggs, Secretary
Local 484

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MEMORANDUM OF UNDERSTANDING

IT IS HEREBY AGREED by and between the City of Stevens Point and Stevens Point City Employees, IAFF Local 484, as follow:

1. Optional uniform Policy Number 1022.01, Page 2, is modified to allow bargaining unit members to utilize their uniform allowance to purchase firefighting accessories to include, but not limited to, the following: flashlights, ladder belts, escape systems (rope, carabineers, webbing, hardware), radio holsters, tools (knives, pliers, cutters), work gloves (leather or extrication).
2. In further consideration of the parties' agreement to this voluntary settlement, the parties agree to jointly notify the WERC that they have reached voluntary agreement on the below-listed grievances. These grievances will be considered permanently resolved and not refilable by either party or any representative of either party: acting assignment pay; acting pay; all reorganization-related grievances; two Captains off; Interim Lieutenant appointment; and ICS chain of command. The following grievances may proceed to binding grievance arbitration: time trades; lunch period, and off-duty training pay.

Dated this 30th day of December, 2010

CITY OF STEVENS POINT

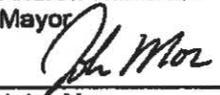
STEVENS POINT FIREFIGHTERS
IAFF LOCAL 484



Andrew Halverson
Mayor



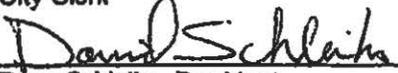
Jb Moody
Bargaining Committee



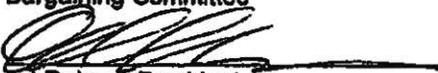
John Moe
City Clerk



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Bargaining Committee



Dave Schleiths, President
Police & Fire Commission



Art Dahms, President
Local 484



David Briggs, Secretary
Local 484

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**CITY OF STEVENS POINT
COLLECTIVELY BARGAINED AGREEMENT
ON DRUG TESTING PROCEDURE**

I. PURPOSE

The City of Stevens Point and the Stevens Point Fire Fighters IAFF Local 484, (hereinafter called "the parties") recognize that the use and abuse of drugs and alcohol in today's society is a very serious problem which has also found its way into the workplace. The Parties also recognize the significant threat that a drug or alcohol impaired employee can pose to their own safety as well as that of co-workers and the general public.

In light of the above, the Parties agree to the adoption of this Anti-Drug Plan to specify the circumstances under which drug and alcohol testing is required and the procedures for drug and alcohol testing.

This drug and alcohol testing program is designed to create a drug-free workplace and provide help to those employees who may be suffering from problems with chemical dependency. The parties recognize that it is unlawful to possess and use controlled substances in the workplace. Additionally, the City of Stevens Point prohibits the possession and use of alcohol in the workplace. The following process is intended to enforce the above prohibitions and afford chemically dependent employees an opportunity for rehabilitation. The following policy contains procedures designed to recognize and respect the dignity and privacy of all employees. The Parties recognize drug dependency as an illness and a serious health problem. The Parties also recognize that Employee Awareness Programs and Employee Assistance Programs (EAP's) are necessary ingredients to ensuring a drug-free work environment.

II. SCOPE

A. Employees Subject to Testing

The provisions of this Policy will specifically apply to all regular full-time employees of the Fire Department, both Union and Management, who are considered "protective services" for purposes of participation in the Wisconsin Retirement System.

Upon the adoption of this policy, all employees represented by the IAFF Local 484 will be advised by the Employer in writing of the Employer's Drug Abuse Policy and

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Program. The information to be provided shall include at a minimum, information of the availability of the City of Stevens Point EAP, the effects of drugs on individuals and their families, and, finally, the Employer's drug testing program.

It is the policy of the Parties to offer referral to employees to appropriate services and rehabilitation programs for counseling and treatment when matters arise concerning drug abuse which may effect the employee's work performance. It is the responsibility of the Employer to provide an active EAP to assess and refer employees to and to provide appropriate education, prevention, counseling, treatment, and rehabilitation services. All such referrals and any reports provided to the Employer by the referred employee or by the EAP staff shall be maintained in the strictest confidence by the Employer.

It is the responsibility of each employee to seek assistance from the EAP when necessary before the employee's drug problems lead to disciplinary action. An employee's decision to seek voluntary help from the EAP is not to be used as a basis for any disciplinary action against the employee and will not be noted in any personnel record or personnel actions. The confidentiality of individuals utilizing the EAP is to be protected within the limits of the law.

Therefore, in order to ensure the integrity of the Department and the safety of its employees, to preserve public trust and confidence in a drug-free Fire Department, this Department shall implement a drug testing program to detect prohibited drug use by employees. In appropriate circumstances, rehabilitation and counseling will be applied.

The Parties also recognize that educational programs are an integral component of an effective drug prevention program. The education of employees with respect to the dangers of drug abuse should serve to decrease the incidence of drug abuse. Drug awareness education to be provided by the Employer shall include regular drug awareness in-services for all the employees of this Employer.

III. DEFINITIONS

- A. Employee. Those members of the Stevens Point Fire Department who are "protective services" for the purpose of participation in the Wisconsin Retirement System.
- B. Supervisor. Any person employed by the Employer and identified as a supervisor by §111.70(1)(o), Wis. Stats.
- C. 1. Drug Test. The compulsory production and submission of a urine

specimen by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.

2. Alcohol Test. In the event of reasonable suspicion or as required under Section IV C2 (serious incident) below. Employees will be required to submit to breath testing using an approved Evidential Breath Testing (EBT) device. A certified Breath Alcohol Technician will administer the test. If an employee tests positive for alcohol, then a confirmation test will be conducted.

Blood alcohol testing is authorized only in the following circumstances:

- a. When a post-accident or reasonable suspicion test is required, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test.
 - b. When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test.
- D. Reasonable Suspicion. The quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts, and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty, or under the influence of alcohol while on duty.
- E. Probationary Employee. For the purposes of this policy only, a probationary employee shall be considered to be an employee who is conditionally employed with the Department.
- F. Aliquot. A portion of a specimen used for testing.
- G. Being Subject to the Effects of Illegal Drugs. Having the presence of an illegal drug or drug metabolite in an individual's system, as determined by appropriate testing of a bodily specimen, that is equal to or greater than the levels specified for the confirmation test. This shall be referred to as a "positive test".
- H. Collection Site. A place designated by the parties where individuals present themselves for the purpose of their urine to be analyzed for the presence of drugs.

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- I. Confirmatory Test. A second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principal from that of the initial test in order to insure reliability and accuracy. (At this time, gas chromatography/mass spectrometry [GC/MS] is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.)
 - J. Initial Test (also known as – Screening Test). Immunoassay screen to eliminate “negative” urine specimens from further consideration.
 - K. Chain of Custody. Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an Employer chain of custody form be used from the time of collection to receipt by the laboratory and that appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
 - L. Medical Review Officer (MRO). A licensed physician responsible for receiving laboratory results generated by an agency’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s positive result together with his/her medical history and any other relevant biomedical information.
 - M. Computer-Generated Random Selection Process. A mechanism for selecting employees for a drug test that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give an Employer discretion to waive the selection of any employee selected under the mechanism, except as provided herein.
 - N. Throughout this Agreement, it is understood that when the term “Chief” or “Fire Chief” is referenced, it also means the Chief’s designee in his/her absence.

IV. PROCEDURES

A. Prohibited Activity

The following rules shall apply to all persons covered by this policy, while on and off duty:

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1. No employee shall illegally possess any controlled substance.
2. Employees carrying out their duties must not consume alcohol or other controlled substances throughout scheduled work hours except as otherwise provided herein.
3. No employee shall ingest any controlled substance unless as prescribed to them by a licensed medical practitioner.
4. Discipline of employees for violation of this policy shall be in accordance with the collective bargaining agreement, department policy, rules and regulations and state law.
5. No employee shall ingest any prescribed medication in amounts beyond the recommended dosage.
6. No employee will be tested for a controlled substance unless a supervisor determines that there exists a reasonable suspicion that the employee to be tested is under the influence of drugs except as part of the computer-generated selection process.
7. Any employee having a reasonable basis to believe that another employee is illegally using or is in possession of any controlled substance, shall immediately report the facts and circumstances to his/her supervisor.

B. Probationary Employee Drug Testing

All probationary employees shall be required, as a condition of employment, to participate in unannounced drug tests prior to the completion of the probationary period. The frequency and timing of such testing shall be determined by the Chief or his/her designee. Refusal or confirmed positive drug test may invoke dismissal from the Department. Probationary employees shall also be subject to drug testing as set forth below.

C. Employee Drug Testing

Employees will be required to take drug tests as a condition for continued employment in order to ascertain prohibited drug use as provided below:

1. a. When a supervisor has reasonable suspicion to believe that an employee is or has been using drugs while on or off duty, the supervisor will document in writing the specific objective facts constituting reasonable

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suspicion of drug use. The employee will be offered an opportunity to give an explanation of his/her condition. An IAFF representative shall be present during such explanation unless the employee waives such representation. After the employee has had a chance to explain his/her condition, and if the supervisor still believes the employee to be under the influence of a controlled substance, then, by a written order, the employee may be ordered to submit to drug testing in accordance with the procedures set forth below.

- b. All supervisory employees shall be provided with training in detecting possible symptoms of drug abuse.
2. Any employee directly involved in a serious incident, limited to the following cases, shall be required to participate in a drug and alcohol test immediately following the event, or soon thereafter, as the situation allows:
 - a. Auto accident involving an employee acting in an official capacity in which a personal injury occurs and which requires a report as defined by Wisconsin Statute 346. 70, unless the employee's vehicle was legally stopped or legally parked;
 - b. Failure to submit to a drug or alcohol test under such conditions shall constitute a refusal to submit to a required drug or alcohol test. Under the circumstances set forth above, an employee directly involved shall be defined as the individual or individuals driving the automobile.
 3. All employees of the department including "management personnel" shall be subject to drug tests based upon a computer-generated random drawing program. The parties shall develop and mutually agree upon a reasonable mechanism for selecting employees for drug tests that result in an equal probability that any employee from the group of individuals subject to the selection mechanism will be selected and that does not give the employer discretion to waive the selection of any employee selected. The IAFF shall have the right to be present when the numbers/names are selected for random testing. The frequency of the Computer-generated Random Selection Process shall be prescribed by agreement of the parties, but such testing will on an annual basis and shall not exceed 15 percent of the total number of employees covered by the policy.
 4. Any employee who, in the carrying out of his/her official duties,

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unintentionally or intentionally ingests, either directly or indirectly, any controlled substance, is required to document, as soon as possible thereafter, such contact, if the employee is aware of the ingestion. Documentation shall occur in writing explaining all circumstances, and the employee's supervisor shall be notified as soon as possible. Appropriate medical steps should be taken to ensure the employee's health and safety.

- a. Nothing in this policy shall be construed as granting permission for employees to ingest any illegal drug, marijuana, narcotic substance, or controlled substance under any circumstance unless the employee was in physical danger if he/she did not ingest the drug or narcotic, or the employee unintentionally ingested the drug or narcotic.
- c. Employees who seek voluntary assistance for substance abuse shall not be disciplined for seeking such assistance or for any underlying substance abuse problems. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees without the employee's consent.

D. Integrity and Identity of Specimen. The Employer and collection site shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified.

- 1. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue.
- 2. The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
- 3. The individual shall be instructed to wash and dry his or her hands prior to urination.

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4. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
5. The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
6. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 45 milliliters of urine. If there is less than 45 milliliters of urine in the container, the specimen will be discarded. The employee will be given up to 40 oz of water to drink over a 3 hour period until the employee can eliminate a minimum of 45 milliliters of urine. Failure to submit a sample of 45 milliliters of urine shall be considered a refusal to submit to a drug test.
7. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his/her hands.
8. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted. The temperature of the specimen will be checked. If the temperature is lower than 90 degrees, or higher than 100 degrees, the specimen may be adulterated.
9. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
10. Wherever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon as possible under the direct supervision of a same gender collection site person.
11. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper proof seal over the bottle cap and down the sides of the bottle.

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12. The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (14) through (17) of this section.
13. The collection site person and the individual shall place securely on the bottle an identification label which contains the date, the individual's specimen number, and the other identifying information provided or required by the collection site.
14. The individual being tested shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
15. The collection site person shall complete the chain of custody form.
16. The urine specimen and chain of custody form are now ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
17. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for mailing before he/she leaves the site.

D. Drug Testing Procedures

1. Specimen Collection Procedures
 - a. Designation of Collection Site. The Employer shall have one collection site which has all the necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
 - b. Collection Site Personnel. Collection site persons, supervisors and authorized personnel shall be such collection site employees

so designated by the collecting site to assist in the collection and testing of specimens as necessary under the drug testing methodology.

- c. **Security.** Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.
- d. **Chain of Custody.** Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- e. **Access to Authorized Personnel Only.** No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.
- f. **Privacy.** Procedures for collecting urine specimens shall allow individual privacy.

Voiding may be witnessed only if there is a reason to suspect the specimen has been tampered with or its integrity has been compromised in some other way.

- g. **Integrity and Identity of Specimen.** The Employer and collection site shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle can identify the individual from whom the specimen was collected.
- h. **Identification.** Personnel authorized to administer drug tests shall require positive identification from each participant to be tested before they enter the testing area. This shall consist of picture identification or Driver's License.
- i. **Collection Control.** To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the

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specimen is collected, it, shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

- j. Transportation to Laboratory. Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection agent shall initial and enter the date specimens were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is enclosed in each container sealed for shipment to the drug testing laboratory.

- k. Inability or Unwillingness to Provide Specimen. Where the participant appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The participant shall be permitted a reasonable amount of time (no greater than 3 hours) to give a sample, during which time he/she shall remain in the testing area. Reasonable amounts of water (up to 40 oz) may be given to the participant to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test and will be grounds for discipline.

- l. Split Specimen. Participants shall have their urine specimen split and made available to the participant for retesting in case of a positive test result. The urine specimen must be provided at the same time identified, marked and placed in identical specimen containers by authorized testing personnel. One specimen shall be submitted for immediate drug testing at the approved testing laboratory. If the specimen tests positive, the other specimen shall remain at the laboratory in frozen storage for one year. This specimen shall be made available to the participant or his/her attorney, should the original sample result in a legal dispute or if

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the chain of custody is broken.

- m. **Altered Specimen.** Whenever there is a reason to believe that the participant may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under the direct supervision of a same gender collection site person.

2. **Laboratory Analysis Procedure**

- a. **Laboratory.** The Employer shall use a laboratory that conforms with the Substance Abuse and Mental Health Services Administration (SAMHSA) Guidelines.
- b. **Security.** Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records are stored. Access to these stored areas shall be limited to specifically authorized individuals who have authorization to the documents.
- c. **Chain of Custody.** Laboratories shall use chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage and continuing until final disposition of specimens. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are needed.
- d. **Inspection.** When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible tampering and compare information on specimen bottles within each package to the information on the accompanying chain of custody forms. Any direct evidence of tampering or discrepancies in the information on specimen bottles and the agency's chain of custody forms attached to the shipment shall be immediately reported to the employer and shall be noted on the laboratory's chain of custody form which shall accompany the specimens while

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they are in the laboratory's possession.

- e. **Retention.** Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.
- f. **Two-Step Procedure.** The testing or processing phase shall consist of a two-step procedure to include an initial screening test (immunoassay drug screening test), and if the screening is positive, a confirmatory test (GC/MS testing).
- g. **Initial Test.** The initial test shall use an immunoassay which meets requirements of the Food and Drug Administration for commercial distribution which are in effect on the day the aliquot is obtained. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these six drugs or classes of drugs.
- h. **Initial Test Result.** If initial testing results are negative, further testing of specimen shall be discontinued, and all samples destroyed.

Initial Test Level (ng/ml)

Marijuana metabolites	100
Cocaine metabolites	300
Opiate metabolites	2,000
Amphetamines	1,000
Barbiturates	300
Benzodiazepines	300

Initial Test Level (% by weight)

Alcohol	.02
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- i. **Confirmatory Test.** Only specimens identified as positive on the initial test shall be confirmed using GC/MS techniques at the cutoff

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values listed in this paragraph for each drug. Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory GC/MS test on a urine specimen that tested positive in the initial test.

Confirmatory Test Level (ng/ml)

Marijuana Metabolites	15*
Cocaine Metabolites.....	150**
Opiates:	
Morphine.....	300***
Codeine.....	300***
Amphetamines:	
Amphetamine.....	500
Methamphetamine.....	500
Barbiturates.....	200
Benzodiazepines.....	150

- * Delta-9-tetrahydrocannabinol-9-carboxylic acid
- ** Bezoyllecgonine
- *** 25 ng/ml if immunoassay specific for free morphine

j. Reporting Results.

1. The laboratory shall report all test results to the Employer's MRO. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control) it shall be reviewed and the test certified as an accurate report by the responsible individual. Tests shall be conducted in a manner to ensure that the employee's legal drug use and/or diet do not affect the test results. The report shall identify the drugs/metabolites tested for, whether positive or negative and the cutoff for each, the specimen number assigned by the agency, and the drug testing laboratory specimen identification number.
2. The laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug. Test results will be sent directly to the MRO.
3. Once the MRO certifies the test result, the MRO will report only the test results to the Chief. No additional information will be disclosed or requested, except at the express written request of

Handwritten initials/signature

the employee.

k. **Subcontracting.** Drug testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment. The laboratory must be capable of performing testing for the five classes of drugs (marijuana, cocaine, opiates, phencyclidine and amphetamines) using the initial immunoassay and confirmatory GC/MS methods specified in these guidelines.

I. Laboratory Facilities.

1. The Employer shall use only those laboratories certified by the SAMSHA and that are in compliance with the applicable provisions of the Wisconsin licensure requirements. The federally certified laboratory shall be mutually agreed to by the parties.
2. The parties may mutually, when cause can be shown, change the collection sites or federally certified laboratory.
3. From among the facilities listed above, the employer shall select the facility or facilities whose employees are represented for purposes of collective bargaining by a duly elected representative, as that term is defined in Section 111.02(11), Wis. Stats.
4. The list of facilities set forth above shall be modified as necessary to include newly certified laboratories and exclude those which are no longer certified.
5. The specimen collection sites shall include SAINTS HEALTH SERVICES FOR BUSINESS AND ST. MICHAEL'S HOSPITAL, STEVENS POINT, WIS.

M. Employees having negative drug test results shall within 3 working days of receipt by the Chief, receive a copy of the negative test result stating that no illegal drugs were found. This copy will be placed in a sealed envelope in the employee's department mailbox. No copy of said letter will be placed in the employee's personnel file.

E. Drug Test Results

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1. **Confidentiality**
 - a. All information, interviews, reports, statements, memoranda, test results, written or otherwise received by the Employer through its drug testing program are confidential communications. The employee shall authorize the MRO to release to the Chief only the results of the test, which are either negative or positive.
 - b. Any information obtained by the Employer pursuant to this policy shall be the property of the Employer.
 - c. The Chief shall not release to any person other than the employee information related to drug test results unless:
 - i. The employee has expressly, in writing, granted permission for the Chief to release such information; or
 - ii. It is necessary to introduce a positive confirmed test result into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding, where the information must be disclosed to a federal or state agency or other unit of the state or United States Government as required under law, regulation, or order, or in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee.
 2. Drug test results and records shall be retained in a secured file, separate from the employee's personnel file, controlled by the Chief for the period of time required by law.

V. SECOND SAMPLE TESTING

1. If the employee desires to have his/her specimen retested because of a positive test result, he/she may do so at the employee's expense at an approved testing laboratory of the employee's choice. Results of any retesting should be submitted to the Chief in writing as soon as possible. If the retest is negative, the City will reimburse the employee the cost of the retest at the rate currently charged by the laboratory facility listed in

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this policy.

2. Random testing shall only be conducted while employees are on duty.

VI. ACTIONS TAKEN

- A. If an employee tests positive for alcohol or drugs after the confirmatory tests, such individual shall be referred to the Employee Assistance Program.
 1. The employee shall be subject to mandatory random testing, up to a maximum of six tests within the period of two years.
 2. The Employee Assistance Program shall not be a substitute for disciplinary action if other rules and regulations have been violated or crimes committed.
 3. A second positive test for drugs within a 2 year period is grounds for termination.
- B. On any action, EAP counseling and follow-up may be applied.
- C. An employee who "self reports" at any time prior to a required drug test that could produce a positive result, may inform his/her supervisor of prohibited drug use and seek assistance under an EAP or private rehabilitation and counseling. Any and all assistance rendered shall be closely monitored. This will include:
 1. Further assessment of the individual by qualified persons.
 2. Treatment of the individual by a recognized facility or person.
 3. Release of information to the Chief on the progress and treatment of the employee, upon consent of the individual.
 4. Process or after care treatment for a period of up to one (1) year after initial treatment.
 5. An employee who "self reports" shall not be subject to mandatory random testing as listed in section VI. A. 1, nor shall an employee who self-reports prior to a required drug test be subject to discipline.

- 6. The City of Stevens Point shall be responsible for all costs associated with this drug testing agreement and procedure, except as outlined in the second sample testing language.

VII. DISCIPLINE FOR VIOLATION OF POLICY

Discipline of employees for violation of this policy shall be in accordance with the collective bargaining Agreement, Department policy, rules and regulations and state law. The refusal to take a required drug or alcohol test may be a dischargeable offense.

VIII. ORGANIZATION INSPECTION

At any time upon reasonable advance request, the Organization will have the right to designate a representative to inspect and observe any aspect of the drug testing program with the exception of individual test results. The IAFF may inspect individual test results if the release of this information is authorized by the employee(s) involved and the employee(s) provides the Employer with a release, hold harmless and indemnification agreement to allow the release.

Any reductions or the elimination of the foregoing EAP will result in the abeyance of the terms of this policy pending re-approval of EAP.

Any changes to this policy will be by written agreement between the Organization and the City of Stevens Point.

IX. SURVIVAL

The foregoing policy shall survive and become a part thereof of any successor agreements so long as the City of Stevens Point and/or its representatives continue to maintain, subscribe to, and make available the Employee Assistance Program (EAP) in place as of the date of this agreement.

X. Administrative Responsibility

This drug and alcohol testing policy was initiated at the request of the City of Stevens Point. The Employer assumes sole responsibility for the administration of this agreement.

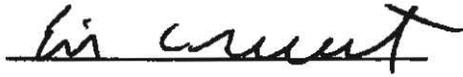
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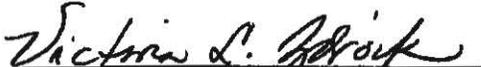
Dated this 20 day of September, 1999.

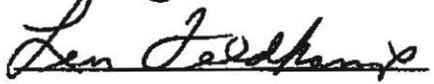
For the Employer:


Gary W. Wescott, Mayor

For the IAFF:


Len Feldkamp


Victoria L. Zdroik, City Clerk



Len Feldkamp