



**Southern Ozaukee Fire &  
EMS Board  
AGENDA**

**Date:**  
Wednesday, January 8, 2025

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LOCATION: 250 Elm Street, Thiensville, WI

**Time:** 5:30 PM

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**I. CALL TO ORDER**

**II. ROLL CALL**

**Mequon**

Mayor Andrew Nerbun

Administrator Will Jones

Alderman Greg Bach

Alderman Dale Mayr

Citizen Lynn Streeter

**Thiensville**

President John Rosing

Trustee Kristina Eckert

Administrator Landisch-Hansen

Citizen Doug Chimenti

Alternate Trustee David Lange (Excused)

**III. APPROVAL OF MINUTES**

A. November 13, 2024 (att)

**IV. PERSONAL APPEARANCES AND PUBLIC COMMENT**

A. Personal Appearances and Public Comment: Citizens wishing to address the SOFD Board on any matter not on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. The time limit is FIVE minutes.

**V. GOVERNANCE**

A. 2025 Workplan (att)

B. Strategic Planning Update (att)

## **VI. FINANCE**

- A. Q4 Financial Report (att)
- B. Financial Policy Review (att)

## **VII. OPERATIONS**

- A. Review and Approve Updated Paramedic Agreement with Cedarburg (att)
- B. Year End Report and Report Statistics (att)

## **VIII. PERSONNEL**

- A. Review and Approve Employee Manual (att)

## **IX. ADJOURN TO CLOSED SESSION**

- A. Review Personnel Evaluation of the Fire Chief: The Board may convene into closed session pursuant to Wis. Stat. § 19.85(1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility and then may reconvene into open session to take such action as deemed appropriate.

## **X. RECONVENE IN OPEN SESSION**

- A. Possible Action Regarding Closed Session Topic

## **XI. REVIEW DATE OF NEXT MEETING**

- A. March 12, 2025 at 5:30 PM

## **XII. ADJOURNMENT**

Colleen Landisch-Hansen, Village Clerk

January 3, 2024

Please advise the Thiensville Municipal Hall, 250 Elm Street (262-242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.



Southern Ozaukee Fire & EMS Board  
MINUTES

DATE: Wednesday, November 13, 2024

LOCATION: 250 Elm Street, Thiensville,  
WI

TIME: 5:30 PM

### I. CALL TO ORDER

President Rosing called the meeting to order at 5:30 PM

### II. ROLL CALL

MEQUON MAYOR ANDREW NERBUN  
MEQUON ADMINISTRATOR WILL JONES  
MEQUON ALDERMAN GREG BACH  
MEQUON ALDERMAN DALE MAYR  
MEQUON CITIZEN MEMBER LYNN STREETER

THIENSVILLE PRESIDENT JOHN ROSING  
THIENSVILLE ADMINISTRATOR COLLEEN LANDISCH-HANSEN  
THIENSVILLE TRUSTEE KRISTINA ECKERT  
THIENSVILLE CITIZEN MEMBER DOUGLAS CHIMENTI  
THIENSVILLE ALTERNATE TRUSTEE DAVID LANGE (EXCUSED)

### III. APPROVAL OF MINUTES

A. September 11, 2024 (att)

**MOTION** to approve with corrections to vote count by Alderman Mayr **SECONDED** by Mayor Nerbun. **MOTION CARRIED UNANIMOUSLY.**

**Aye:** 7

**No:** 0

**Abstain:** 0

### IV. PERSONAL APPEARANCES AND PUBLIC COMMENT

A. Citizens wishing to address the SOFD Board on any matter not on the agenda may do so at this time. If you desire to be heard on agenda items, you may be heard when that item is considered on the agenda. The time limit is FIVE minutes.

None

## **V. FINANCE**

A. Q3 Financial Report (att)

*Reference attached file "Q3 2024 Financial Report"*

Chief Bialk presented the third quarter financial report, noting that expenditures as of the end of September were 69% of the total budget, with some significant expenses still to come.

There is a surplus expected at the end of the year of about \$236,000 which is in line with the 2023 surplus amount. There is an additional \$238,000 of unbudgeted revenue as part of a COVID relief payment from the State of Wisconsin.

Administrator Jones suggested that the surplus be transferred to the Department's Capital Fund to help with expected capital needs for the Department in the long term.

Administrator Landisch-Hansen inquired if the 42-46% ambulance revenue is on trend with historical receipts. Chief Bialk stated that it has historically been around 50% and that the gross charges in 2024 were higher because of more ambulance transports as compared to past years.

Citizen Member Chimenti asked about the amount listed under miscellaneous expenses. Chief Bialk explained that this amount actually belongs in capital expenses. The misclassification came due to the way QuickBooks recorded the data. It is noted that QuickBooks is not the best tool for government finance and an alternate solution is being discussed for this purpose in 2025.

## **VI. OPERATIONS**

A. Financial policy update (att)

*Reference attached file "SOFD Financial Policies Update"*

Chief Bialk introduced the Draft Financial Policies Update and explained that it was created using the City of Mequon's financial policies as a template.

Items listed to discuss at the January meeting include how much should be kept as reserve

fund balance, capital borrowing approach, purchasing policy, and the possibility of buying a new ambulance in 2025.

Chief Bialk requested feedback from the Board members by December 15.

Administrator Landisch-Hansen suggested having the auditors review the draft when the preliminary audit for the Department is done. Due to working with several other joint fire departments the auditors could have useful suggestions regarding thresholds.

President Rosing asked where more information could be gotten regarding the pros and cons of owning Department buildings versus leasing them. Board members discussed reaching out to other merged departments in the area for this information.

Administrator Jones noted that health insurance premiums have increased significantly over the past two years. There has been a focus on salaries and benefits in order to keep staffing at a high level.

Administrator Jones also noted that the initial Intergovernmental agreement was a five year term ending in 2027 and suggested that the Department wait until that term is completed before making any large capital commitments.

#### B. Employee Manual update (att)

*Reference attached file "SOFD Employee Manual Update"*

Chief Bialk presented the draft employee manual and noted that the Mequon Personnel Police Handbook was used as a template.

Chief Bialk shared that the draft had been reviewed by the Human Resources and Legal teams. Consultant Chris Bell suggested that the Board create administrative directives which would not be included in the manual and would allow for more flexibility when it comes to things like paid holidays.

Chief Bialk emphasized the importance of reviewing the manual and providing feedback by December 15.

The Board members discussed the need to prioritize the employee manual over the financial policies due to the upcoming holiday season.

#### C. Review 2024 Work Plan and approve 2025 Work Plan (att)

*Reference files "2024.2025 SOFD Workplan Memo", "SOFD Workplan 2024", "SOFD Workplan 2025"*

Administrator Jones noted that there are carryover items, but that is to be expected given the staffing challenges in 2024.

## **VII. REVIEW DATE OF NEXT MEETING**

A. January 8, 2025

Trustee Eckert will be unable to attend January 8 meeting.

## **VIII. ADJOURNMENT**

**MOTION** to adjourn at 6:08 PM by Alderman Bach **SECONDED** by Alderman Mayr. **MOTION CARRIED UNANIMOUSLY.**

**Aye: 7**

**No: 0**

**Abstain: 0**



Southern Ozaukee Fire and  
Emergency Medical Services Department  
11300 N. Buntrock Avenue  
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(262) 242-2530

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**TO:** SOFD Board  
**FROM:** Fire Chief David L Bialk  
**DATE:** January 8, 2025  
**SUBJECT:** 2025 Workplan Update

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### **Background**

Historically the fire department has come up with a Workplan for the upcoming year, at the November 13, 2024, SOFD Board meeting the 2025 Workplan was approved. Since November a review of capital equipment and funding has been added to the Workplan along with a few holdover items that will be accomplished in early 2025.

### **Analysis**

Since the November meeting there has been progress made on a few Workplan items:

- The Employee Manual is ready for approval.
- The Financial Policies were sent to Baker Tilly for review and sent back with some input which requires Board review.
- The Strategic Planning Workshop has been scheduled for Thursday, May 1, and Friday, May 2.
- The Recruitment process for the hiring of a Deputy Chief is ready for approval.

### **Fiscal Impact**

None

### **Recommendation**

Follow the Workplan.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department

## Southern Ozaukee Fire Department Workplan 2025

Project	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Finalize Employee Handbook (Holdover 2024)												
Finalize Financial Polices (Holdover 2024)												
Hire 1 Fulltime FF/Paramedic												
Review Capital Equipment and Funding												
Recruit for and Hire a Deputy Chief												
Provide Management Training for Command Staff												
Create an Acting Battalion Chief Handbook												
Provide Training on EMS Documentation												
Amend IGA for Building Usage												
Create 2026 Budget												
Create Strategic Plan (May 1st and 2nd)												
Create a Fire Commission Handbook												



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**TO:** SOFD Board  
**FROM:** Fire Chief David L Bialk  
**DATE:** January 8, 2025  
**SUBJECT:** Strategic Plan Update

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### **Background**

Part of the Southern Ozaukee Fire Department’s 2024 Workplan included the development of a strategic plan. Planning started back in May of 2024. Since then, there have been some personnel changes within the command staff requiring a reconsideration of the timeline for developing a strategic plan. Given the importance of having a stable leadership team to guide the process, it made sense to wait until a new leadership group is established. Now that the third Battalion Chief has been hired and the hiring process will begin for the Deputy Chief, all command members will be present at the Workshop. This approach ensures that the strategic plan will be developed with the full input and support of the SOFD leadership.

### **Analysis**

The City of Mequon and Village of Thiensville communities’ leaders and administrators were polled to find mutually agreeable dates. May 1 and May 2 were agreed upon; subsequently all the SOFD Board members were notified.

Attached is a list of stakeholders for the Board to consider inviting to the strategic planning workshop. Attendees can be added or removed after examination by the Board.

### **Fiscal Impact**

None

### **Recommendation**

Staff recommends moving forward with the May SOFD Strategic planning workshop as planned.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department

## Southern Ozaukee Fire Department Strategic Planning Stakeholder List

Name	email	Organization	Position
Will Jones	<a href="mailto:wjones@ci.mequon.wi.us">wjones@ci.mequon.wi.us</a>	City of Mequon	City Administrator
Colleen Landisch	<a href="mailto:clandisch@village.thiensville.wi.us">clandisch@village.thiensville.wi.us</a>	Village of Thiensville	Village Administrator
Justin Schoenemann	<a href="mailto:jschoenemann@ci.mequon.wi.us">jschoenemann@ci.mequon.wi.us</a>	City of Mequon	Assistant City Administrator
Rick Lemke	<a href="mailto:rlemke@ci.mequon.wi.us">rlemke@ci.mequon.wi.us</a>	SOFD	Battalion Chief
Amy Boll	<a href="mailto:Aboll@ci.mequon.wi.us">Aboll@ci.mequon.wi.us</a>	SOFD	Battalion Chief
Brandon Boettcher	<a href="mailto:Bboettcher@ci.mequon.wi.us">Bboettcher@ci.mequon.wi.us</a>	SOFD	Battalion Chief
Jerimiah Bradley	<a href="mailto:ceasefire27@yahoo.com">ceasefire27@yahoo.com</a>	SOFD	Lieutenant SOFD
Nick Boehlke	<a href="mailto:nboehlke@ci.mequon.wi.us">nboehlke@ci.mequon.wi.us</a>	SOFD	Lieutenant SOFD
Mackenzie Haase	<a href="mailto:haase1596@gmail.com">haase1596@gmail.com</a>	SOFD	Member SOFD
Lynn Streeter	<a href="mailto:lstreeter@wi.rr.com">lstreeter@wi.rr.com</a>	SOFD Board	Board Member
Greg Bach	<a href="mailto:gbach@ci.mequon.wi.us">gbach@ci.mequon.wi.us</a>	SOFD Board	Board Member
Doug Chemnitz	<a href="mailto:dougchimenti@gmail.com">dougchimenti@gmail.com</a>	SOFD Board	Board Member
Dale Myer	<a href="mailto:dmyer@ci.mequon.wi.us">dmyer@ci.mequon.wi.us</a>	SOFD Board	Board Member
Mayor Nerbun	<a href="mailto:anerbun@ci.mequon.wi.us">anerbun@ci.mequon.wi.us</a>	SOFD Board	Board Member
President Rosing	<a href="mailto:jrosing@village.thiensville.wi.us">jrosing@village.thiensville.wi.us</a>	SOFD Board	Board Member
Kristina Eckert	<a href="mailto:glazegirl@icloud.com">glazegirl@icloud.com</a>	SOFD Board	Board Member
Jeff Vahsholtz	<a href="mailto:jvahsholtz@cityofcedarburg.wi.gov">jvahsholtz@cityofcedarburg.wi.gov</a>	Cedarburg Fire	Fire Chief
Patrick Pryor	<a href="mailto:ppyor@ci.mequon.wi.us">ppyor@ci.mequon.wi.us</a>	MPD	Police Chief
Curt Kleppin	<a href="mailto:ckleppin@village.thiensville.wi.us">ckleppin@village.thiensville.wi.us</a>	TPD	Police Chief
Jason Staszko	<a href="mailto:jason.staszko@ascension-external.org">jason.staszko@ascension-external.org</a>	St Mary's	Medical Director
Christy Knowles	<a href="mailto:cknowles@co.ozaukee.wi.us">cknowles@co.ozaukee.wi.us</a>	Ozaukee County Sheriff	Sheriff
Samantha Sullivan	<a href="mailto:ssullivan@capricommunities.com">ssullivan@capricommunities.com</a>	Tela Shores	Director
Julie Irvine	<a href="mailto:Julie.irvine@livespacecommunities.com">Julie.irvine@livespacecommunities.com</a>	New Castle	Director
Chris Anderson	<a href="mailto:chris.anderson@livespacecommunities.com">chris.anderson@livespacecommunities.com</a>	New Castle	Executive Director
Justin Saldutte		Aurora Health Center	Manager Clinic Operations
Kalli Vandenheuvel	<a href="mailto:kvandenheuvel@childrenswi.org">kvandenheuvel@childrenswi.org</a>	Children's Hospital	Director
Jenna	<a href="mailto:jenna@lumiamequon.com">jenna@lumiamequon.com</a>	Lumina	Director
Lindsay Scholz	<a href="mailto:marketing@charterofmequon.com">marketing@charterofmequon.com</a>	Charter Senior Living	Director

Name		email	Organization	Position
Jennifer	Hyer	<a href="mailto:jhyler@willowbrookplace.com">jhyler@willowbrookplace.com</a>	Willow Brook	Executive Director
Steven	Taylor	Steve.Taylor@cuw.edu	Concordia University	VP for Innovation
Dr Michael	DeGere	<a href="mailto:michael.gegere@froedtert.com">michael.gegere@froedtert.com</a>	Froedtert Mequon Health Center	Director
Carrie	Tim	<a href="mailto:carrie.timm@storypoint.com">carrie.timm@storypoint.com</a>	Story Point	Director
Kathleen	Schneider		FOOFD	Past FOOFD Member
Melissa	Bleidorn	<a href="mailto:mbleidorn@gmail.com">mbleidorn@gmail.com</a>	FOOFD	Past FOOFD Member
Kirsten	Hildebrand	<a href="mailto:hlawfirm1@gmail.com">hlawfirm1@gmail.com</a>	FOOFD	Past FOOFD Member
Kristin	Lundeen	<a href="mailto:klundeen@ci.mequon.wi.us">klundeen@ci.mequon.wi.us</a>	City of Mequon	Community Development
Kim	Tollefson	<a href="mailto:ktollefson@ci.mequon.wi.us">ktollefson@ci.mequon.wi.us</a>	City of Mequon	DPW Director
Brenda	Arnett	<a href="mailto:barnett@ci.mequon.wi.us">barnett@ci.mequon.wi.us</a>	City of Mequon	Finance Director
John	Kukla	<a href="mailto:kukl@mail-tvfdc@yahoo.com">kukl@mail-tvfdc@yahoo.com</a>	Thiensville Fire Corp	President Corporation



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**TO:** SOFD Commission  
**FROM:** Fire Chief David L Bialk  
**DATE:** January 8, 2025  
**SUBJECT:** Q4 Financial Report

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### **Background**

The 2024 SOFD budget of \$3.7 million is structured with a heavy reliance on revenues, which make up 49% of the budget, while the remaining 51% is supported by the tax levy. During the development process, every revenue source was thoroughly reviewed, and adjustments were made where necessary.

As part of this process, a market survey was conducted to compare SOFD's revenue sources with similar communities. This survey revealed that SOFD's ambulance billing was below the market average, prompting an increase in ambulance transport fees to align with the 50th percentile of the survey findings. Similar adjustments were made for other revenue sources, including annual fire inspection fees, fire alarm and suppression inspection fees, permits, false alarm fees, and accident recovery fees

### **Analysis**

As of December 31, 2024, 79% of the expenditure side of the budget has been expensed with a small amount of dollars left to be accounted for in salary and commodities.

The largest revenue generator for the SOFD are ambulance transports. As of December 31, 2024 the SOFD transported 2,133 people to the hospital, that is 148 more than in 2023. The gross charges in 2024 were \$3,095,755.80 which is \$594,282 more than 2023. Our collection rate for ambulance transports is estimated at 42% of gross charges. The SOFD continues to work with the billing company to maximize transport revenues. After all runs are billed and bills collected for 2024 we anticipate ambulance revenue to be approximately \$1,300,217 which will be a \$336,589 increase over 2023.

### **Fiscal Impact**

As of now, the 2024 SOFD budget is on track to come in under budget. Expenditures have been slightly lower than expected, and while not all revenue has been accounted for yet, the projections suggest that revenues will align with expectations. A final review of the budget will not be completed until March, once all 2024 revenue has been fully realized.

**Recommendation**

Staff will continue to monitor the budget monthly to assure the budget is on track.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department

**Southern Ozaukee Fire and EMS Dept.**  
**Budget vs. Actuals: Budget\_FY24\_P&L - FY24 P&L**

January - December 2024

**Preliminary**

Expenditures	Total			
	Actual	Budget	Over Budget	% of Budget
<b>51000 Contractual Services</b>			\$0	
51500 Legal Fees	\$66,281	\$14,000	\$52,281	473%
51550 Audit Services	\$19,512	\$7,100	\$12,412	275%
51600 IT Services	\$25,473	\$24,000	\$1,473	106%
51650 Billing Services	\$55,685	\$81,298	-\$25,613	68%
51700 Advertising/Promotional		\$4,850	-\$4,850	0%
51900 Misc Contracted Services	\$20,153		\$20,153	
<b>Total 51000 Contractual Services</b>	<b>\$187,105</b>	<b>\$131,248</b>	<b>\$55,857</b>	<b>143%</b>
<b>54000 Personnel Services</b>			\$0	
54100 Dues & Subscriptions	\$245	\$5,050	-\$4,805	5%
54200 Meetings & Conferences	\$2,978	\$2,300	\$678	129%
54300 Training	\$27,582	\$35,000	-\$7,418	79%
54400 Uniforms	\$37,946	\$35,451	\$2,495	107%
54500 Books & Periodicals	\$972	\$1,500	-\$528	65%
54600 Pre-Employment Examinations	\$4,525	\$7,745	-\$3,220	58%
54700 Recruitment		\$4,937	-\$4,937	0%
<b>Total 54000 Personnel Services</b>	<b>\$74,248</b>	<b>\$91,983</b>	<b>-\$17,735</b>	<b>81%</b>
<b>55000 Commodities</b>			\$0	
55100 Office Supplies	\$465	\$1,650	-\$1,185	28%
55200 Telephone	\$11,340	\$12,535	-\$1,195	90%
55300 Printing/Copy Machine Supplies	\$635	\$3,280	-\$2,645	19%
55400 Postage	\$538	\$501	\$37	107%
55450 Bank Fees	\$20		\$20	
55500 Miscellaneous			\$0	
55700 Work Supplies	\$76,189	\$96,860	-\$20,671	79%
55800 Utilities	\$809		\$809	
<b>Total 55000 Commodities</b>	<b>\$89,996</b>	<b>\$114,826</b>	<b>-\$24,830</b>	<b>78%</b>
<b>56000 Maintenance</b>			\$0	
56100 Building Maintenance	\$217	\$1,800	-\$1,583	12%
56200 Truck Maintenance	\$75,576	\$40,000	\$35,576	189%
56250 Vehicle Maintenance (DPW)	\$10,691		\$10,691	
56260 Vehicle Maintenance Labor (DPW)	\$54,826	\$52,618	\$2,208	104%
56300 Fuel	\$27,707	\$37,678	-\$9,971	74%
56400 Equipment Repairs/Small Tools	-\$7,978	\$40,000	-\$47,978	-20%
56500 Hoses		\$2,500	-\$2,500	0%
56600 Radio Maintenance		\$4,000	-\$4,000	0%
<b>Total 56000 Maintenance</b>	<b>\$161,039</b>	<b>\$178,596</b>	<b>-\$17,557</b>	<b>90%</b>

<b>57000 Insurance</b>			\$0	
57100 Liability insurance	\$38,948	\$33,051	\$5,897	118%
57200 Vehicle Insurance	\$18,916	\$20,765	-\$1,849	91%
57300 Workers Compensation Insurance	\$59,351	\$58,982	\$369	101%
57400 Property Insurance	\$2,556	\$511	\$2,045	500%
57500 EAP	\$6,000	\$0	\$6,000	
57600 Cyber Crime Insurance		\$1,754	-\$1,754	0%
57700 Accident Insurance		\$3,188	-\$3,188	0%
57800 Crime Insurance		\$785	-\$785	0%
<b>Total 57000 Insurance</b>	<b>\$125,771</b>	<b>\$119,036</b>	<b>\$6,735</b>	<b>106%</b>
<b>670100 Personnel Wages</b>			\$0	
670101 Regular Employees-Salary, FT, PT	\$1,006,578	\$1,414,057	-\$407,479	71%
670150 EMS Call Wages	\$215,774	\$437,903	-\$222,129	49%
670151 Fire Call Wages	\$165,718	\$105,472	\$60,246	157%
670160 Station Work Wages	\$7,911		\$7,911	
670161 Vehicle Inspection Wages	\$8,229	\$19,500	-\$11,271	42%
670162 Training Wages	\$58,475	\$100,000	-\$41,525	58%
<b>224100 Payroll Expenses</b>	<b>\$66,085</b>	<b>\$0</b>	<b>\$66,085</b>	
670164 Holiday Pay		\$0	\$0	
670171 On Call Hours Wages	\$100,391	\$156,029	-\$55,638	64%
670173 Paramedic POP	\$133,314	\$157,034	-\$23,720	85%
670175 Employee on Premise Wages	\$30,746		\$30,746	
<b>Total 670100 Personnel Wages</b>	<b>\$1,793,222</b>	<b>\$2,389,995</b>	<b>-\$596,773</b>	<b>75%</b>
<b>673100 Fringe Benefits</b>			\$0	
673101 Social Security			\$0	
673103 FICA	\$132,531	\$183,982	-\$51,451	72%
673105 WRS	\$156,401	\$211,956	-\$55,555	74%
673201 Health Insurance	\$96,306	\$149,913	-\$53,607	64%
673203 Life Insurance	\$1,753	\$2,253	-\$500	78%
<b>Total 673100 Fringe Benefits</b>	<b>\$386,991</b>	<b>\$548,104</b>	<b>-\$161,113</b>	<b>71%</b>
<b>Total Expenditures</b>	<b>\$2,818,370</b>	<b>\$3,573,788</b>	<b>-\$755,418</b>	<b>79%</b>

## SOFD Ambulance Revenue 2023 and 2024

<u>Month</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contractual Allowances</u>	<u>Net Charges</u>	<u>Payments</u>	<u>Write-offs</u>	<u>Balance Due</u>	<u>Gross %</u>
2023-01	138	165,611.70	68,787.10	96,824.60	62,015.19	23,167.31	12,820.60	37%
2023-02	137	159,532.30	69,158.16	90,374.14	57,130.84	22,101.77	12,153.43	36%
2023-03	171	211,390.20	92,744.20	118,646.00	86,822.36	19,539.74	14,684.96	41%
2023-04	189	232,675.80	111,225.05	121,450.75	92,752.51	18,118.27	10,675.53	40%
2023-05	174	205,916.30	86,943.16	118,973.14	80,604.87	25,878.68	12,589.59	39%
2023-06	176	209,766.40	93,424.16	116,342.24	83,562.50	20,130.91	13,339.77	40%
2023-07	162	191,142.30	78,210.27	112,932.03	76,874.46	20,924.16	15,381.01	40%
2023-08	156	184,532.00	87,324.46	97,207.54	78,174.13	11,403.12	8,042.37	42%
2023-09	157	194,139.00	84,885.60	109,253.40	77,537.71	18,354.72	14,102.51	40%
2023-10	165	222,840.60	112,038.33	110,802.27	79,506.39	11,544.32	19,747.53	36%
2023-11	185	275,090.00	131,263.02	143,826.98	92,481.09	21,140.69	30,205.20	34%
2023-12	175	248,837.00	122,585.90	126,251.10	96,166.26	16,411.04	14,273.80	39%
<b>Total</b>	<b>1,985</b>	<b>2,501,473.60</b>	<b>1,138,589.41</b>	<b>1,362,884.19</b>	<b>963,628.31</b>	<b>228,714.73</b>	<b>178,016.30</b>	<b>39%</b>

<u>Month</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contractual Allowances</u>	<u>Net Charges</u>	<u>Payments</u>	<u>Write-offs</u>	<u>Balance Due</u>	<u>Gross %</u>
<b>2024-01</b>	<b>179</b>	<b>256,966.30</b>	<b>112,829.03</b>	<b>144,137.27</b>	<b>104,365.86</b>	<b>14,641.48</b>	<b>25,496.58</b>	<b>41%</b>
<b>2024-02</b>	<b>164</b>	<b>234,263.90</b>	<b>101,347.48</b>	<b>132,916.42</b>	<b>87,858.97</b>	<b>24,033.03</b>	<b>21,556.44</b>	<b>38%</b>
<b>2024-03</b>	<b>158</b>	<b>225,544.70</b>	<b>108,624.78</b>	<b>116,919.92</b>	<b>83,632.40</b>	<b>20,783.82</b>	<b>13,349.00</b>	<b>37%</b>
<b>2024-04</b>	<b>148</b>	<b>204,751.30</b>	<b>90,213.72</b>	<b>114,537.58</b>	<b>74,701.86</b>	<b>22,651.25</b>	<b>17,459.47</b>	<b>36%</b>
<b>2024-05</b>	<b>149</b>	<b>214,863.20</b>	<b>98,282.79</b>	<b>116,580.41</b>	<b>78,920.25</b>	<b>24,330.66</b>	<b>13,792.33</b>	<b>37%</b>
<b>2024-06</b>	<b>173</b>	<b>241,613.30</b>	<b>101,663.37</b>	<b>139,949.93</b>	<b>81,578.39</b>	<b>17,600.53</b>	<b>41,096.51</b>	<b>34%</b>
<b>2024-07</b>	<b>179</b>	<b>263,564.10</b>	<b>115,900.41</b>	<b>147,663.69</b>	<b>74,320.33</b>	<b>10,811.40</b>	<b>62,531.96</b>	<b>28%</b>
<b>2024-08</b>	<b>193</b>	<b>288,148.50</b>	<b>119,268.60</b>	<b>168,879.90</b>	<b>83,256.50</b>	<b>3,506.20</b>	<b>82,117.20</b>	<b>29%</b>
<b>2024-09</b>	<b>196</b>	<b>290,598.00</b>	<b>96,926.81</b>	<b>193,671.19</b>	<b>63,152.24</b>	<b>1,607.50</b>	<b>129,192.65</b>	<b>22%</b>
<b>2024-10</b>	<b>203</b>	<b>296,265.00</b>	<b>113,915.98</b>	<b>182,349.02</b>	<b>52,874.97</b>	<b>0.00</b>	<b>129,474.05</b>	<b>18%</b>
<b>2024-11</b>	<b>175</b>	<b>259,497.50</b>	<b>67,333.06</b>	<b>192,164.44</b>	<b>33,458.90</b>	<b>0.00</b>	<b>158,705.54</b>	<b>13%</b>
<b>2024-12</b>	<b>216</b>	<b>319,680.00</b>	<b>26,624.13</b>	<b>293,055.87</b>	<b>9,159.06</b>	<b>0.00</b>	<b>283,896.81</b>	<b>3%</b>
<b>Total</b>	<b>2,133</b>	<b>3,095,755.80</b>	<b>1,152,930.16</b>	<b>1,942,825.64</b>	<b>827,279.73</b>	<b>139,965.87</b>	<b>978,668.54</b>	<b>27%</b>

Difference      148      594,282      336,589

Preliminary 2024 Estimate      42%      1,300,217



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Emergency Medical Services Department  
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**TO:** SOFD Board  
**FROM:** Fire Chief David L Bialk  
**DATE:** January 8, 2025  
**SUBJECT:** Financial Policy Review

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### **Background**

One of the key objectives outlined in the 2024/2025 Workplan for the Southern Ozaukee Fire Department (SOFD) is the establishment of dedicated financial policies. As an independent entity separate from the City and Village, the creation of tailored financial policies is seen as beneficial to support the department's unique operational and governance needs.

With SOFD governed by its own Board of Directors—composed of a mix of elected officials from the participating communities and two ad hoc members—these policies will help standardize financial management, enhance accountability, and ensure clarity in decision-making. This initiative underscores the department's commitment to maintaining financial integrity and autonomy while fostering trust and collaboration among its stakeholders.

At the November 2024 SOFD Board meeting, members received a draft of the proposed SOFD financial policies. The Board was tasked with reviewing the draft and providing input on several critical aspects to shape the department's financial framework. These key areas included:

1. **Reserve Funds:** Determining an appropriate amount for SOFD to maintain in financial reserves to ensure operational stability and readiness for unforeseen expenses or emergencies.
2. **Borrowing for Capital Expenses:** Establishing guidelines for borrowing funds to cover significant capital expenditures, including the conditions under which borrowing would be allowed and the mechanisms for managing such debt.
3. **Purchasing Policy:** Developing a structured purchasing policy to ensure transparency, fiscal responsibility, and consistency in procurement processes, including thresholds for approvals and competitive bidding requirements.

The feedback from Board members will be used to finalize the financial policies, ensuring they align with SOFD's goals and governance model while supporting fiscal responsibility and operational efficiency.

The draft financial policies were also shared with Baker Tilly, the department's auditors, for their professional input. Their feedback was expected to provide valuable insights and ensure the policies align with best practices in financial management, compliance standards, and audit requirements. This collaboration aims to strengthen the financial framework of the Southern Ozaukee Fire Department, enhancing transparency, accountability, and long-term sustainability.

## **Analysis**

Staff received feedback from several Board members on the draft financial policies. Most of the input focused on improving the document's formatting and addressing erroneous references that were not removed when the policies were adapted from the City of Mequon's policies. This feedback was incorporated into the current draft for another review by the Board. Baker Tilly sent back with their review of the policies and had some suggestions and asked some questions the Board should answer before implementing the policies. Below is the input received from Baker Tilly for the Board's consideration.

Page 3, Policy Statement 2 Reserve Requirements Baker Tilly suggested:

- Reserves are calculated on the subsequent year budget vs current budget and
- Replace "current budget" with 10% to 15% of general fund subsequent year operating expenditures

Page 7, Policy Statement 5 Capital Planning Baker Tilly asked/suggested:

- Can funds be used for another project or what?
- What happens if a project comes in over budget?
- May want to add a process for change orders, etc.

Page 9, Policy Statement 7 Debt Management Baker Tilly asked:

- Is the department able to borrow? Or does the city or village have to borrow, and SOFD must pay them back?

Page 14, Policy Statement 9 Credit Card Use Baker Tilly suggested:

- Some clients have employees with a credit card sign an agreement.

Page 20, Policy Statement 12 Donations Baker Tilly suggested.

- Create a policy on what the department will provide to the donor in acknowledgment of the gift; letter with federal ID number plus donation information.

## **Fiscal Impact**

None currently.

## **Recommendation**

After Board discussion, review policies one more time before finalizing at the March Board meeting.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department

SOUTHERN OZAUKEE FIRE & EMS DEPARTMENT



# Financial

# Policies

**Commented [AN1]:** Probably needs revision/date like the employee manual

## INTRODUCTION

The components of this document have been prepared by staff to provide an outline describing the general processes which are currently used to help facilitate meeting the broader goals of the Department. Furthermore, these policies ensure that the financial resources of the Department are managed in a manner consistent with those expectations. They are intended to highlight the significant components of the processes used to achieve these goals and are not intended to be an all-inclusive listing of the duties required of staff at the direction of the SOFD Board.

These policies will be reviewed periodically in order to determine if any additional policies may be necessary to fill identified policy gaps, or if any updates are required due to changes in the SOFD's practices. Any recommended changes will be presented to the SOFD Board for its consideration and approval.

## TABLE OF CONTENTS

	INTRODUCTION	PAGE 1
	TABLE OF CONTENTS	PAGE 1
POLICY STATEMENT 1	BUDGETING	PAGE 2
POLICY STATEMENT 2	RESERVE REQUIREMENTS	PAGE 3
POLICY STATEMENT 3	REVENUES	PAGE 4
POLICY STATEMENT 4	EXPENDITURES	PAGE 5
POLICY STATEMENT 5	CAPITAL PLANNING	PAGE 6
POLICY STATEMENT 6	LONG-TERM FINANCIAL PLANNING	PAGE 8
POLICY STATEMENT 7	DEBT MANAGEMENT	PAGE 9
POLICY STATEMENT 8	PURCHASING POLICY	PAGE 10
POLICY STATEMENT 9	CREDIT CARD USE	PAGE 13
POLICY STATEMENT 10	PUBLIC SURPLUS PROPERTY	PAGE 15
POLICY STATEMENT 11	EMPLOYEE TRAVEL	PAGE 17
POLICY STATEMENT 12	DONATIONS	PAGE 19
POLICY STATEMENT 13	PAYMENT CARD ACCEPTANCE	PAGE 21

**POLICY STATEMENT 1  
BUDGETING**

*Intergovernmental Agreement, Original GA*

*10. Operating Budgets*

*(a) The Board shall, by majority recommendation, submit a proposed Operating Budget to the governing bodies of the municipalities not later than October 1 of each year commencing October 1, 2022. The proposed Operating Budget shall contain an explanation of the Boards reasons for recommending the Operation Budget. Action by each municipality in connection with approval of an Operating Budget shall be completed by November 15 of each year. No expenditure shall be made or contracted for the Board or employee with respect to any budget item not contained the prior year's Operating Budget until the governing bodies of the municipalities approve the proposed Operating Budget.*

*(b) In the event an Operating Budget is not approved by the municipalities as set forth above, the net Operating Expenses on the monthly basis shall no exceed the Net operating Expenses for the prior calendar year, plus and cost increases resulting from contractual obligations incurred in prior year until agreement is reached by the municipalities.*

**Process Overview:**

Budgets requests are prepared by the Fire Chief with the assistance of staff under the direction of the SOFD Board. The SOFD's budget is prepared for the fiscal year beginning January 1 and ending December 31. The budget is a total financial management plan for fire departments operations.

Prior to October 1st of each year, the Fire Chief shall submit a proposed budget for the following fiscal year to the SOFD Board for consideration.

The SOFD Board evaluates and amends the proposed budget at their discretion and then adopts a final balanced budget prior to the beginning of the fiscal year. A balanced budget requires that the proposed budget expenditures shall not exceed the estimated revenues and any applied fund balances.

The SOFD Board approved budget must then be sent on to each municipality for adoption by resolution for final approval.

**Commented [AN2]:** Perhaps we should only reference this section of the document and not regurgitate the text from it. Sample text "Budgeting policy for SOFD is set forth in the Intergovernmental Agreement Section 10 (a) and 10 (b)."

**Commented [AN3]:** We need to specify a date in advance of year end to allow for the necessary approvals from all governing bodies such that those bodies can publish and transmit property tax bills.

## POLICY STATEMENT 2 RESERVE REQUIREMENTS

This policy outlines the financial practices for the Southern Ozaukee Fire Department (SOFD) regarding maintaining an appropriate cash reserve. The SOFD aims to keep an unassigned undesignated General Fund Balance or Cash Reserve within 10%-15% of the current budget. This goal supports financial stability, improves readiness for emergencies, and strengthens the department's investment credit rating.

### Key Details

- **Fund Balance Use:** If funds exceed 10% of the budget, the SOFD Board may allocate them for:
  - One-time capital improvements or projects
  - Debt abatement or reduction
  - Investments or programs that enhance efficiency or reduce costs
- **Process for Fund Balance Management:**
  - **Annual Reporting:** The Fire Chief will provide the SOFD Board with fund balance information as part of the annual budget process. This report will include:
    - Current fund balance status
    - Projections for any budget surplus or deficit
    - A five-year history of fund balances, providing insight into financial trends
- **Primary Sources of Fund Changes:**
  - Operating budget surpluses or deficits
  - Planned use of funds as outlined in the annual budget

**Commented [AN4]:** Mequon kept it policy at 10-12%. However, SOFD as a independent entity with lower financial reserves may very well require more. 20-25% would allow for necessary time for one/both of the supporting municipalities time to inject emergency funds by normal majority vote in regular monthly meetings if an emergency occurred.

**POLICY STATEMENT 3  
REVENUES**

The Department will seek to maintain a reliable revenue base and will continue to explore ways to diversify its revenue sources, seek full cost recovery for services through user fees when appropriate, and establish cost sharing arrangements with other governmental units in order to minimize the reliance on property taxes to support Department services.

**Process Overview:**

When preparing forecasts for the annual budget, staff will utilize generally accepted forecasting techniques that include the use of historical data and trend analysis, as well as considering the impact of changing economic conditions on the SOFD's revenue sources. This approach produces revenue estimates that are as reliable as possible and reduces the likelihood of actual revenues falling short of budget estimates during the year.

Staff will also continuously explore opportunities to take advantage of alternative funding sources and revenue streams to help offset the costs of providing Fire and EMS services and to reduce the SOFD's reliance on the tax levy.

The Department will develop a fee schedule that determines the appropriate level of fees to charge for services which are provided to the benefit of only certain individuals. This fee schedule is designed to estimate the level of fees that need to be charged by the Department in order to cover the cost of the services provided. Such factors will consider State Statutes, comparability with other jurisdictions, affordability and the SOFD's calculated overhead model.

**POLICY STATEMENT 4  
EXPENDITURES**

The SOFD will administer expenditures in an efficient and cost-effective manner in order provide the taxpayers with delivery of the highest quality public services within the resources available.

**Process Overview:**

As part of the budget process, the SOFD Board and staff will continually evaluate the service needs of the community and the methods of providing those services in a most efficient and cost-effective manner.

Unless an exception is made by the SOFD Board, the SOFD's operating budget will not use one-time revenues to support ongoing expenditures.

The SOFD will maintain expenditure categories according to applicable State Statutes and administrative regulations.

As part of the annual capital planning process, the SOFD Board and staff will work to develop a comprehensive plan to effectively maintain the SOFD's capital assets and infrastructure at sufficient levels to meet ongoing service requirements, as well as to minimize future maintenance and replacement costs. Capital expenditures shall meet the requirements of Generally Accepted Accounting Principles (GAAP).

On an ongoing basis, staff will work to minimize the cost of purchasing materials and providing services while still maintaining quality and performance. This is accomplished through compliance with the SOFD's procurement policy, including, but not limited to, the use of competitive bidding for major contracts and purchases, obtaining multiple price quotes and estimates for other non-routine purchases, and through cooperative arrangements with other governmental agencies for the procurement or delivery of various goods and services.

**POLICY STATEMENT 5  
CAPITAL PLANNING**

To assist in facilitating long-term planning for capital expenditures and resources that will be necessary to meet the future needs of the Department, the SOFD Board shall review and adopt a comprehensive five-year capital plan on an annual basis.

**Process Overview:**

**IGA**

Capital Improvement Budgets.

*(11)The Board may recommend a proposed Capital Improvement Budget to the governing bodies of the municipalities at any time. The Board may only recommend a Capital Improvement Budget with the approval of at least four members of the Board. The proposed Capital Improvement Budget shall contain an explanation of the Board's reasons for recommending the Capital Improvement Budget. No expenditures shall be made or contracted for by the Board or any employee with respect to any Capital Improvement Expenditure in the proposed Capital Improvement Budget until approved by the governing bodies of the municipalities. After such approval, the Board is authorized to enter into contracts and make expenditures deemed necessary by the Board for the Capital Improvement Expenses described in the Capital Improvement Budget as and when determined by the Board (unless otherwise specified in the approval of the governing bodies of the municipalities) and in amounts not in excess of the approved Capital Improvement Budget.*

**Commented [AN5]:** Similar comment about not repeating verbatim what it already written in the IGA.

Prior to consideration of the annual operating budget, the SOFD Board will be presented with a capital improvement plan for all pending or proposed capital projects that may be needed within the next five years. This plan is called the five-Year Capital Improvement Plan (CIP).

Under the direction of the SOFD Board proposed projects will be submitted by Fire Chief for consideration and inclusion in the five-Year CIP. This plan will include a detailed description of each project, a timeframe of when the project needs to be completed, an estimate of the project's cost and useful life, and any information on proposed funding sources other than property tax revenues.

The department will identify the estimated costs and potential funding sources for each proposed capital project before it is submitted to the SOFD Board for approval. The department will use intergovernmental assistance and other outside funding sources whenever possible. Based on this information, staff and the SOFD Board will then prioritize projects and align funding requirements for approved projects.

The approved projects and funding levels for the following year will then be transferred from the CIP to the capital budget for the next fiscal year unless further modified by the SOFD Board as part of the annual budget development process. In addition to the new annual capital

budget funding, any remaining balance at the end of the year within each project will automatically ~~carry~~be carried forward to the next fiscal year.

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**POLICY STATEMENT 6  
LONG-TERM FINANCIAL PLANNING**

To assist the SOFD Board in developing strategies to achieve the long-term financial goals of the Department, the SOFD Board shall evaluate on an annual basis, a five-year Financial Plan forecasting the financial resources that will be required to support the future operations of the SOFD.

**Process Overview:**

Each year, in advance of the annual budget development process, Department staff shall prepare a Five-Year Financial Forecast of projected revenues and expenditures needed to support the planned future operations of the SOFD.

This forecast will include all known and planned activities included in the Capital Improvement Plan, as well as forecasts for future debt costs, operating costs, and non-tax levy revenue estimates.

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**POLICY STATEMENT 7  
DEBT MANAGEMENT**

The SOFD acknowledges that certain costs incurred on an annual basis reflect an investment in the future of the SOFD. These types of costs include development, acquisition, and replacement of assets that will be used by the residents of the Department of Mequon and Village of Thiensville over a long period of time. Financing of these long-term assets is often appropriately accomplished through the issuance of long-term debt instruments.

It is the responsibility of the SOFD Board and Department staff to monitor the financial health of the Department. A significant portion of the SOFD's financial health is determined by its ability to manage its debt.

It is the responsibility of the Fire Chief and SOFD Board to regularly monitor the SOFD's outstanding debt and to recommend issuance, replacement and retirement of outstanding debt.

**Process Overview:**

**A. Financing Considerations**

1. The Department will confine long-term borrowing to capital improvements, or capital equipment or other long-term projects which cannot and, appropriately should not, be financed from current revenues.
2. The Department will not use long-term debt to finance current operations, nor will long-term debt be used to finance the cost of short-lived (less than five years) depreciable assets.
3. In general, the final maturity of bonds and notes issued by the Department should not exceed the expected useful life of the underlying project for which it is being issued.
4. The Department will retire bond anticipation debt within six (6) months after completion of the underlying project or upon the next general debt issuance.

**B. Debt Limits**

1. The Department will keep the maturity of all outstanding general obligation bonds at or below 20 years, unless such a limit would otherwise inhibit consideration and/or completion of a project.

**POLICY STATEMENT 8  
PURCHASING POLICY**

The SOFD, as a local government entity, must ensure that the expenditure of funds occurs in a manner that balances the desire for lowest cost to the Department with an expectation of a quality ~~products~~services. The purpose of this policy is to provide guidance and procedures to be followed for procurement of goods and services for the Department. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost and highest quality good or service is obtained, while balancing the need for flexibility in department operations. This policy covers items that have been included in the Department budget as approved by the SOFD Board. ~~Any-Any~~ items in excess of \$25,000 not included in the budget require specific approval by the SOFD Board prior to purchase.

Commented [AN6]: comma

**Process Overview:**

**A. General**

1. Procurements consist of the following three major categories:
  - a. Goods (tangible items): e.g., equipment, supplies, vehicles
  - b. Services: items requiring outside labor, maintenance agreements, etc.
  - c. Facility maintenance, construction of public buildings and improvements
2. The Fire Chief has the responsibility for procurement in the SOFD which includes the delegated authority to be a purchasing agent of the Department.
3. When an emergency will not permit the use of the competitive processes outlined in this policy, the Fire Chief and the SOFD Board President may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained. In a non-emergency situation that does not allow time to obtain three bids, the SOFD Board will be notified as soon as possible, and staff will address the purchase in a memorandum to the Board. Any emergency or non-emergency purchase in excess of the threshold requiring Board approval will be brought to the SOFD Board for ratification at its next meeting.
4. In situations of extreme price volatility, the Fire Chief may approve the purchase and then submit the requisition for approval ~~in arrears~~ex post facto. Appropriate documentation of vendors solicited for bids shall be maintained.

Commented [AN7]: This Latin term is more accurate for the situation described here

**B. Purchase of Goods**

1. Guidelines for Approval Authority of Purchases:

- a. Under \$5,000: The Fire Chief must approve prior to purchase. It is recommended that competitive quotes be obtained, but specific documentation is not required.
  - b. \$5,000 to \$24,999: The Fire Chief approval is required; competitive quotes must be documented via a bid sheet or similar. The purchasing requisition will be reviewed and approved by the Board President prior to purchase.
  - c. \$25,000 or More: Competitive bids or proposals are required; must submit to the SOFD Board for approval prior to purchase.
2. Unless there is only one qualified source, bids or quotes should be obtained from at least three vendors.
  3. In general, the lowest responsible bid should be accepted for procurements. Awards shall be made only to responsible vendors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  4. Sole source purchases are allowed in the following circumstances:
    - a. The item or service is only available from a single source;
    - b. After competitive procurement solicitations, competition is determined to be inadequate;
    - c. The purchase is from another governmental body; or
    - d. The item is being purchased through a cooperative purchasing arrangement such as the State bid list, or State of Wisconsin VendorNet.
- C. Contracts for Services
1. The Department Attorney should be consulted on the need for legal review of contracts.
  2. Where applicable, a competitive process for selection of vendors for contracts for services must be used.
  3. Contracts for services that are not specifically identified in the budget shall be presented to the SOFD Board for review and approval prior to signing.
1. The following approval thresholds (after applicable legal review) are to be used:
    - a. Under \$5,000: Fire Chief
    - b. \$5,000 - \$24,999: Fire Chief and Board President~~e~~
    - c. \$25,000 or More: Fire Chief, Board President and SOFD Board
- D. The Board President and Fire Chief shall sign contracts on behalf of the Department. Prior to signing any service contract, regardless of size, the Board President may refer the contract to the SOFD Board for review and approval. Unless otherwise required,

**Commented [AN8]:** This implies that all purchased must be approved by the Chief without exception - should we consider a different approach that allows some degree of delegation that still has oversight

**Commented [AN9]:** Should there be a provision that the cost must be in line with market conditions or backed up with a certified appraisal?

general authority to enter into contracts within the constraints of this policy is delegated to the Board President and Fire Chief and may be changed from time to time via resolution adopted by the Board. No contracts will be processed without documentation that the approval process has been followed and appropriate reviews completed.

1. Unless approved by SOFD Board, automatic renewals for contracted services are not allowed.

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**POLICY STATEMENT 9  
CREDIT CARD USE**

The purpose of this policy is to adopt parameters for the SOFD's daily credit card activities to include limits, authority and standards of prudence. The policy is intended to be broad enough to allow the employee to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the SOFD's assets.

**Process Overview:**

1. The use of credit cards is based upon the fact that there are exceptions in which convenience and/or timing may be a concern requiring a change from normal purchasing procedures.
2. Purchases by credit card may be appropriate on a limited basis and limited to specific individuals within the department.
3. Department credit cards are not allowed for personal use. In the event an employee uses a credit card either accidentally or intentionally for personal use, the employee shall reimburse the Department immediately. Credit card privileges are subject to revocation if personal use becomes an issue.
4. Credit cards must be kept in a secure location by the card holder.
5. Employees eligible to be a card holder include the Fire Chief, Deputy Fire Chief and any other management staff as approved by the Fire Chief.
6. Use of credit cards is restricted to:
  - a. Contingency type situations involving short timing notices as to when funds are needed for a purchase, whereby, the situation results in the inability to give advance notice of a need for funds;
  - b. Miscellaneous purchases from vendors who do not provide the Department with a line of credit in which it is difficult to know what expenses will be incurred;
  - c. Occasional online Department purchases.
7. Credit card use is permitted for attending training & conference events in which it may be more efficient to do so rather than requesting an advance.
8. The monthly cycle credit limit will be \$15,000 for individual card holders. The Fire Chief may approve an increase to the monthly credit limit on an as needed basis.

**Commented [AN10]:** How about \$15k Chief and \$5k for all others.

- a. Itemized sales receipts associated with each credit card purchase must be retained by the card holder and provided monthly to the Fire Chief for review and approval along with the monthly credit card bill to attached to the monthly statement for payment processing.
- b. A brief explanation as to what the charge was for should be noted on each sales receipt. This is necessary information in order to process a credit card statement for payment.
- c. The card holder shall surrender the card to the Fire Chief upon separation of employment from the Department.

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**POLICY STATEMENT 10  
PUBLIC SURPLUS PROPERTY**

The SOFD has adopted this policy for the purpose of establishing guidelines for the disposition of public surplus property. Surplus Property is defined as property (individual or in the aggregate) owned by the Fire Department that has become obsolete, been replaced, or has generally outlived its useful service to the Fire Department. The objective of this policy is to maximize the value received upon disposal of surplus property of the Department.

**Process Overview:**

- A. Surplus property with an estimated value of more than \$1,000:
  - 1. Public sale (external auction, set price or negotiated price). The Fire Chief may approve the disposal of surplus property with a value estimated to be in excess of \$1,000 through external public auction, public posting at a set price, or through negotiated sale. The SOFD Board will be notified of the sale of any surplus property with a value in excess of \$1,000.
  - 2. Trade-in. For certain types of surplus property, it may be customary for a vendor to offer a trade-in discount or credit for the surplus property when purchasing new or replacement equipment. Trade-ins are allowable when the purchase price of the new equipment is at the lowest competitive purchase price, and the value of the discount or credit for the surplus property meets or exceeds the estimated fair market sale value. This protocol may be utilized if: 1) the discount from trade-in is stated clearly within the purchase agreement; and 2) the trade-in and subsequent purchase have been provided for within the budget.
- B. Surplus property with an estimated value of more than \$250:
  - 1. The Fire Chief may authorize the dismantling or scrapping of equipment for salvage value if such value exists. This decision shall be made having considered the possibility of obtaining a fair market value by other means.
- C. Surplus property with an estimated value of ~~less than \$250~~ \$999:
  - E. Certain surplus property may have no readily convertible value and may be discarded under the following conditions:
    - a. If the property is valued under \$250, it may be disposed of summarily if it is not possible or practical to bring them to public sale, trade-in, or dismantle/scraps. This distinction will be made by the Fire Chief.

Commented [AN11]: Defined range

- D. No surplus property shall be sold or given to any employee, employee's family member, or employee's designee.
- E. The proceeds from the sale of Department assets shall be deposited in official Department bank accounts.
- F. Department employees are prohibited from accepting cash payments in exchange for the sale of Department assets.
- G. If the property cannot be sold, it may be donated to another government agency or not-for-profit entity. A record shall be created of the date, description, condition of the asset and recipient and forwarded to the Fire Chief.
- H. If the property cannot be sold or donated, it shall be recycled in an environmentally friendly manner whenever possible.

DRAFT

**POLICY STATEMENT 11  
EMPLOYEE TRAVEL**

It is the SOFD's policy to reimburse employees for ordinary, necessary, and reasonable travel expenses that are related to the transaction of Department business. Employees are responsible for complying with this policy. Employees submitting expenses that are not in compliance with this policy risk delayed, partial or forfeited reimbursement.

**Process Overview**

- A. When employees of the Department are required to travel on official business, the Department shall pay reasonable amounts for transportation, meals, lodging, and miscellaneous approved expenses. An employee is expected to show good judgment when incurring travel expenses. No reimbursements will be made for attendance at events sponsored by, or affiliated with, political parties.
- B. Fire Chief must authorize all out-of-town travel which require overnight accommodations.
- C. Transportation
  - 1. Employees required to travel by air shall travel economy class whenever available.
  - 2. An employee must obtain permission from the Fire Chief to use Department vehicles. Gasoline must be obtained at the SOFD's pumps prior to departure.
  - 3. When an employee is authorized by the Fire Chief to use a personal vehicle for official travel outside of the Department, the employee shall be compensated at the current mileage rate as established by the U.S. Internal Revenue Service (IRS).
  - 4. An employee of the Department may use a rental car when authorized by the Fire Chief. The rental car shall be used for official business only. The car should be rented under the employee's name when reserving the vehicle. The employee shall use a Department credit card or account with the rental company. The employee should not purchase the insurance offered by the rental car company, as the SOFD's insurance program provides coverage for hired/rented vehicles.
- D. Employee lodging expenses shall be covered while traveling on Department business. Employees are expected to make lodging reservations in advance whenever possible and to take other actions to ensure that lodging is secured at the most reasonable rate possible.

**Commented [AN12]:** Just verify this is true prior to adoption

E. Meals

1. Employees traveling on Department business shall be reimbursed for meals if the employee pays, in accordance with per diem limits. The Department will not pay for alcoholic beverages. Claims for meals shall represent actual, reasonable and necessary expenses. Tips are limited to 18%.

2. When an employee is entitled to two or more consecutive meals in a day (this includes meals included in a registration fee, a lodging rate or served aboard plane), he/she may exceed the maximum on one or more meal claims as desired, as long as the total allowable for the consecutive meals per day is not exceeded. Each day is considered separately for application of this policy. If meal maximums are not reached on one day, the savings do not accrue and cannot be applied to expenses claimed on another day or for other costs such as lodging.

**Commented [AN13]:** Where is the per-meal amount documented? Should it be documented here or in the Employee Manual.

3. The Fire Chief shall determine what meals shall be allowed based upon the times and dates of travel. Where conference registration or training tuition fees include one or more meals, only those meals not covered by such fees shall be reimbursed by the Department. Where a conference offers meals in conjunction with the conference program but does not include those meals in the registration fee, the Department shall pay for those meals selected by the employee.

F. Miscellaneous expenses, such as parking fees, taxi fares, fax transmissions, and other bona fide miscellaneous expenses, shall be reimbursed upon presentation of receipts or other suitable documentation. Tips for meals, baggage handling, ~~etc.~~ transportation etc., will be reimbursed up to a maximum of 18% of the bill.

G. It is the responsibility of the employee incurring the expense to obtain the necessary approval from the Fire Chief before making travel arrangements. The Department will pay registration, lodging and transportation (air, train, bus, rental car) to the employee or vendor, provided a supervisor-approved Travel and Training Expense Report with appropriate documentation is presented to the Fire Chief within ten days of the employee's return.

H. Documentation: Claims for reimbursement must be accompanied by an original vendor receipt or bank credit card charge slip showing the amount paid and items/services received.

**Commented [AN14]:** Capitalized

+ Reimbursement will not be paid for expenses for spouses, guests or other persons not authorized to receive reimbursement under this policy or state regulations. One person may claim reimbursement for several employees or officials dining together, if all the names are listed on the reimbursement claim.

**Commented [AN15]:** Fix the odd spacing before this section

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**POLICY STATEMENT 12  
DONATIONS**

**General**

The SOFD's donation policy provides those in the community with the opportunity to give through memorials, gifts and donations. This policy is not intended to compete with other non-profits or friend groups with which the Department works, but rather to provide those that specifically are interested in Department projects the opportunity to give.

**Process Overview:**

IGA Intergovernmental Agreement, Original

12(i)

*Any donation to the Department of land, a vehicle, apparatus or other property shall require the approval of the Board prior to acceptance by the Department, if such a donation is from an organization or one or more residents of a municipality, and the donor specifies municipality's obligation to the department as follows: (i) if the item donated was scheduled to be purchased pursuant to the Operating Budget, the fair market value of the donation as reasonably determined by the Board, shall be credited against the municipality's Operating Budget obligations : or (ii) otherwise the municipality shall receive a credit of 1/10 of the fair market value of the item, as reasonably determined by the Board, for e each of the 10 years following the donation.*

**Commented [AN16]:** Same comment related to not repeating stuff in the IGA.

Prior to accepting any donation, the Department and its employees must consider:

- A. Is it consistent with the aesthetic and functional integrity of the SOFD's existing and proposed facilities and goals?
- B. Whether a donation causes unbudgeted expenditures or a significant ongoing expenditure responsibility for the Department, and if there are funds to support these donations.
- C. Whether it creates liability for the Department regarding the health and safety of facility users.
- D. That donations do not create conflict of interest or special treatment concerns, or other ethical issues related to Board member, Department employee.

The Department reserves the right to forgo any donation.

The Department must have statutory authority to use/spend the donation for the purpose(s) that it is intended for.

All items purchased or accepted by donation will receive standard levels of maintenance by the Department, or as otherwise documented in an agreement during the donation's normal life expectancy.

Items that are damaged will be repaired or replaced as feasible, but the Department does not guarantee replacement of any items damaged beyond repair, or where the cost to do so is not considered cost effective.

Any solicitation of gifts on behalf of the Department for public purposes must comply with the general conditions listed below:

- A. An elected official, appointed local official or employee shall not solicit any donation to the Department under circumstances that in fact or in appearance:
  - 1. Rewards, influences, or tends to impair the judgement of the performance of the official's or employee's official duties; or
  - 2. Provides special consideration, treatment, advantage, privilege or exemption for, or coerces a potential donor;
  
- B. Inspectors or other employees with enforcement powers should not solicit gifts from any source. An exception to this rule would be an annual community-building or capital project campaign.
  
- C. Employees with discretionary authority over any permit or application should not solicit donations.
  
- D. Donations should not be solicited from any of the following interested entities:
  - 1. Current Department vendors and contractors;
  - 2. Vendors, contractors, entities or individuals who have had contracts or submitted proposals or bids within the last 12 months;
  - 3. Vendors, contractors, entities or individuals reasonably anticipated to have business with the Department within the next 3 months;
  - 4. Persons or entities actively promoting or opposing Department legislation;
  - 5. Persons or entities with matters pending before a the SOFD Board.

**Commented [AN17]:** Deleted extra space after this section

**Commented [AN18]:** What was this intended to mean? Need to clean this up a bit, confusing and not well defined.

**POLICY STATEMENT 13  
PAYMENT CARD ACCEPTANCE**

**Purpose**

The Department accepts payment for services in the form of cash, check, and card. Card payments must be processed in compliance with Payment Card Industry Data Security Standard (PCI DSS) requirements, which are intended to limit exposure and/or theft of personal cardholder information.

This document identifies the requirements the fire department uses in accepting payments by card must follow. There is only one method for processing transactions: Online. Card payments will not be accepted over-the-phone as they pose the greatest risk for fraud. However, if the card provider offers Interactive Voice Response (IVR), an automated way to accept payments securely over the phone, this will be allowable per the SOFD's financial policy.

**Costs Associated with Accepting Payment by Card**

There are one-time, recurring, and transactional fees associated with accepting card payments. The one-time fee for the terminal(s) or card-reader devices as well as the recurring maintenance fees on those terminals will be absorbed by the Department. Additionally, the recurring annual fee to integrate with different software programs outside of the SOFD's ERP, if applicable, will be assumed by the Department. All transactional card fees will be passed to the customer as a convenience fee.

**Daily Recording of Card Transactions and Reconciliations**

All funds received via card will be processed and deposited to a department designated bank account. All card transactions must be settled daily and recorded timely in the SOFD's financial records. Card bank deposit activity is monitored and reconciled to the merchant statement and financial system monthly by administrative assistant to ensure that all card activity is being recorded.

**Refunding and Disputes of Card Payment**

When an item or service is purchased using a card, and a refund is necessary, the refund must be credited to the same card account from which the purchase was made. When a customer disputes the validity of a bank card transaction, a chargeback to the SOFD's bank account is automatically generated by the SOFD's merchant services provider.

**Protecting and Securing Customers' Personal Information**

All personal card information must be protected and should not be stored. Failure to maintain strict controls over this information could result in a breach of the data, large fines, and penalties, and the inability to continue to process card transactions.

Personal card data should never be written down or moved from the department receiving this data. Cardholder information should never be sent or requested over-the-phone, or via email, fax, or instant messaging.

**Possible Lost or Stolen Card Data**

Due to the Department not storing card information and not accepting card payments over the phone, there should be minimal exposure.

**PCI Compliance**

The PCI DSS Program is a mandated set of security standards that were created by the major credit card companies to offer merchants and service providers with a complete, unified approach to safeguarding cardholder data.

The PCI DSS requirements apply to all payment card network members, merchants, and service providers that store, process, or transmit cardholder data. The requirements apply to all methods of card processing. The Frie Department accepts card payments and is responsible for adhering to all the standards in the PCI-DSS. The 12 requirements are as follows:

1. Install and maintain a firewall configuration to protect cardholder data
2. Do not use vendor-supplied defaults for system passwords and other security parameters
3. Protect stored cardholder data
4. Encrypt transmission of cardholder data across open, public networks
5. Use and regularly update anti-virus software
6. Develop and maintain secure systems and applications
7. Restrict access to cardholder data by business need-to-know
8. Assign a unique ID to each person with computer access
9. Restrict physical access to cardholder data
10. Track and monitor all access to network resources and cardholder data
11. Regularly test security systems and processes
12. Maintain a policy that addresses information security

**Maintain Procedures that Addresses Information Security**

The SOFD's card processor must maintain compliance with PCI DSS requirements. By partnering with a compliant third party, the SOFD's risk exposure is minimized; however, it is not eliminated. Also, by not storing card information, not writing down card information, and not accepting card payments over the phone, exposure is further minimized. Each employee that accepts payment via card must acknowledge card processing procedures annually.

**Restrict Access to Cardholder Data**

Access to payment card terminals is limited to only authorized employees. The physical location of payment card terminals should be protected, monitored, and secured. Only authorized employees will have access to the merchant accounts and payment card terminal settlement processes.



Southern Ozaukee Fire and  
Emergency Medical Services Department  
11300 N. Buntrock Avenue  
Mequon, WI 53092  
(262) 242-2530  
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To: SOFD Board  
From: Fire Chief David Bialk  
Date: 1/8/25  
Re: Updated Paramedic Agreement with Cedarburg

### **Background**

In early 2022, during the merger discussions between the City of Mequon and the Village of Thiensville, the Cedarburg Fire Department approached the Southern Ozaukee Fire Department with a request. They inquired whether SOFD would continue providing paramedic intercepts for Cedarburg and, in addition, assist them in establishing their own paramedic program.

At that time, Cedarburg was informed that SOFD would indeed continue providing paramedic intercepts under the existing arrangement. Furthermore, it was agreed that discussions would take place to help Cedarburg establish its own paramedic program, allowing the Cedarburg Fire Department to eventually provide advanced life support services independently.

Following this, the SOFD's Deputy Chief and Battalion Chief in charge of EMS met with Chief Vahsholtz from Cedarburg to discuss the creation of an oversight agreement for their new paramedic program. These discussions focused on aligning Cedarburg's plans with State regulations and ensuring that both operational and financial considerations were properly addressed.

It was agreed that for the time being, Cedarburg's paramedics would be credentialed through SOFD and would operate as SOFD paramedics for billing purposes. This arrangement allowed Cedarburg to benefit from the expertise and infrastructure of SOFD while developing its own paramedic capabilities. Additionally, Cedarburg would be responsible for paying an administrative fee to SOFD in exchange for services including oversight, training, credentialing, and billing management.

### **Analysis**

Throughout 2023, SOFD sent quarterly bills to Cedarburg for paramedic intercepts and the oversight agreement, which Cedarburg promptly paid. However, in early 2024, while performing an audit of the billing sent to Cedarburg, a discrepancy was discovered. The amounts being charged differed from what was outlined in the intercept and oversight agreements. It was determined that a third party handling the billing was unaware of the intercept agreement, the oversight agreement, or the handshake agreement between Cedarburg and SOFD.

In July 2024, Chief Vahsholtz from Cedarburg and the SOFD's EMS Battalion Chief sat down with our attorney to draft a new agreement addressing the issues with the current arrangement. The new agreement has been accepted by the City and Town of Cedarburg and is now in front of the SOFD Board for consideration.

**Fiscal Impact**

The original oversight agreement called for following payments to be made to SOFD:

Year One (2023)–\$73,000

Year Two (2024)–\$67,000

Year Three (2025)–\$62,000

Year Four (2026)–\$56,000

There was also a \$200 fee for transports.

In the intercept agreement there was a \$75, \$100 or \$150 fee depending on what skills were performed and whether a SOFD paramedic transported in the Cedarburg ambulance.

The new agreement (oversight and intercept combined) calls for flat fee of:

Year One (2024)–\$75,000

Year Two (2025)–\$75,000

Year Three (2026)–\$75,000

There will be no other fees associated with transports, on-scene assessments, or cancellations.

**Recommendation**

Staff recommends adopting the new agreement. Allowances were made during the 2025 budget preparation to account for the new contract.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department

# AMENDED PARAMEDIC OVERSIGHT AGREEMENT

This Amended Paramedic Oversight Agreement (“Agreement”) between the Southern Ozaukee Fire and Emergency Medical Services Department (“SOFD”) and the Cedarburg Fire Department (“CFD”) is effective 12-04, 2024.

WHEREAS, SOFD employs trained and licensed paramedics, owns advanced life support equipment, including a vehicle, and is licensed to provide Advanced Life Support (“ALS”) paramedic services; and

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin municipalities to enter into agreements for the purposes of providing services; and

WHEREAS, Wis. Admin. Code § DHS 110.34(10) authorizes and requires an emergency medical services provider to maintain written mutual aid and coverage agreements with ambulance service providers operating within or adjacent to the provider’s primary service area; and

WHEREAS, SOFD and CFD have previously entered into an agreement with an effective date of January 1, 2023, wherein SOFD provides ALS paramedic intercept services to CFD (the “Intercept Agreement”); and

WHEREAS, CFD desires to create its own paramedic program and SOFD is willing to assist in this endeavor; and

WHEREAS, SOFD and CFD addressed that goal of creating CFD’s paramedic program by entering into a Paramedic Oversight Agreement dated April 1, 2023 (the “Original Agreement”);

NOW, THEREFORE, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, SOFD and CFD agree as follows:

1. The Original Agreement is mutually terminated without any further rights or responsibilities for either party as of the effective date of this Agreement.
2. SOFD shall continue to provide CFD with ALS intercept service when CFD requests such service and SOFD is available to provide such service in accordance with the existing Intercept Agreement between the parties except as may otherwise be provided for in this Agreement.
3. CFD may hire appropriately qualified personnel that can be licensed by the State of Wisconsin at the paramedic level. During the term of this Agreement, SOFD agrees to allow such personnel to be credentialed and licensed as a paramedic under SOFD’s license. Such personnel shall be credentialed under Wis. Admin. Code. § DHS 110.52(4) by both CFD (at the highest level CFD can credential) and SOFD (at the paramedic level).

4. SOFD shall provide all proper and appropriate oversight of CFD-employed, SOFD-licensed paramedics in the same manner that SOFD oversees its own employed paramedics, including Drug Enforcement Agency reporting and oversight, quality assurance and reviews, training, on-boarding, investigating, and reporting.

5. Notwithstanding any licensing and credentialing through SOFD, any such personnel hired by CFD shall remain solely as an employee of CFD, and CFD shall be responsible for any and all wages, benefits, worker's compensation, and the like that are due to such personnel.

6. Because CFD does not credential paramedic personnel for ALS care, any call for service where a CFD-employed, SOFD-licensed paramedic provides ALS-level care on-scene and/or during transport shall be deemed an ALS intercept.

7. No such CFD-employed, SOFD-licensed paramedic shall provide paramedic level service contrary to Wis. Admin. Code Chap. DHS 110.

8. CFD acknowledges and agrees that under the Intercept Agreement, SOFD would be entitled to per-call reimbursement. CFD also acknowledges and agrees that SOFD personnel will expend time in implementing this Agreement and providing the required oversight to all CFD-employed, SOFD-licensed paramedic personnel including Drug Enforcement Agency reporting and oversight, quality assurance and reviews, training, on-boarding, investigating, and reporting. In recognition of these reimbursements and of the additional costs to SOFD, CFD agrees to pay SOFD the following annual fees in lieu of per-call reimbursement under the Intercept Agreement:

a. For 2024, \$75,000. CFD shall be credited for the \$67,000 payment made under the Original Agreement. The balance, in the total amount of \$8,000, shall be payable within 30 days of the effective date of this Agreement.

b. For 2025, \$75,000 payable within the first 30 days of January 10, 2025.

c. For 2026 and each subsequent year until this Agreement is terminated, \$75,000 payable in equal monthly installments of \$6,250 commencing on January 10, 2026, and then on the 10<sup>th</sup> day of each successive month.

9. During the term of this Agreement, no payment under the terms of the Intercept Agreement shall be required. Upon termination of this Agreement, the terms of the Intercept Agreement shall control the relationship between the parties, including compensation.

10. SOFD and CFD shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to this Agreement and the services provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein

shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto. This paragraph shall survive the termination of this Agreement.

11. The initial term of this Agreement shall commence on the date of this Agreement and continue through December 31, 2026, unless terminated earlier, as provided herein. Thereafter, this Agreement shall automatically renew for one-year periods unless terminated as set forth below.

a. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach. If SOFD terminates under this paragraph based upon a breach by CFD, CFD shall forfeit as liquidated damages the remaining balance of the pro-rated annual fee for the then-current year except that, if the breach occurs after June 30 in any year, CFD shall pay the subsequent year's annual fee as liquidated damages.

b. This Agreement may be terminated without costs or penalty to either party upon notice by either party upon the occurrence of any of the following to the other party:

i. Loss of its license or Medicare or Medicaid certification.

ii. The filings of a voluntary petition bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.

c. Commencing January 1, 2025, this agreement may be terminated without costs or penalty by either party for convenience upon 60 days advance written notice to the other party. In such event, CFD shall pay a prorated annual fee, based upon the fees set forth in paragraph 8, herein, and calculated through the date of termination. Such fee shall be due and payable within 30 days of the date of termination.

12. It is not the intent of either party to this Agreement that any remuneration, benefit, or privilege provided for under this agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in the Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

13. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term or provision was never part of the Agreement.

14. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed

counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

15. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers. Negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as set forth herein. Any modification of or amendments to this agreement must be in writing and executed by both parties.

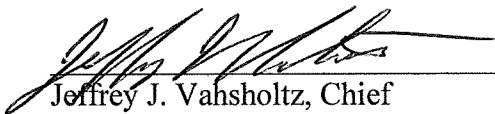
16. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity.

**SOUTHERN OZAUKEE FIRE AND  
EMERGENCY MEDICAL SERVICES DEPARTMENT**

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David L. Bialk, Chief

**CEDARBURG FIRE DEPARTMENT**



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Jeffrey J. Vahsholtz, Chief



Southern Ozaukee Fire and  
 Emergency Medical Services Department  
 11300 N. Buntrock Avenue  
 Mequon, WI 53092  
 (262) 242-2530  
 (262) 242-5042 Fax

**TO:** SOFD Board  
**FROM:** Fire Chief David L Bialk  
**DATE:** January 8, 2025  
**SUBJECT:** Year End Report / Response Statistics

**Background**

Every year the fire department looks back at the previous year(s) to look for trends and analyzes data to better plan for the future. The 2024 year has just ended and a brief look at the previous year’s calls for service shows a 14% increase in responses.

**Analysis**

The chart below shows the total number of fire, EMS, and paramedic intercept calls for 2022, 2023, and 2024. The total number of responses within the City of Mequon and the Village of Thiensville along with mutual aid requests increased by 489 or 14% from 2023 to 2024.

		Type of Call			
		Fire	EMS	Intercepts	Total
* M + T	2022	562	2,353	353	3,268
SOFD	2023	649	2,346	464	3,459
SOFD	2024	673	2,693	582	3,948

This chart shows the breakdown of fire and EMS calls by community for 2022, 2023 and 2024.

	Calls by Community				
	Mequon		Thiensville		Intercepts
	Fire	EMS	Fire	EMS	
2022	471	2,001	91	353	353
2023	581	2,071	68	275	464
2024	575	2,449	68	231	582

**Fiscal Impact**

The largest fiscal impact related to call volume is the Paid-on-Call (POC) wages. While full-time payroll remains constant regardless of call volume, higher call volumes result in increased POC expenses. POC wages are approximately \$870,000 annually. Despite a 14% rise in call volume, salaries were 25% under budget.

Several factors contribute to fluctuations in POC salaries:

- The number of calls that occur simultaneously or within the same hour.
- The duration of each call.
- Standbys during severe weather conditions.
- The length of service of members being paid (more senior members earn higher wages).
- The amount of training attended by each member.

**Recommendation**

Staff will continue to monitor the budget monthly to ensure the budget is on track.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department



(262) 242-5042 Fax

Southern Ozaukee Fire and  
Emergency Medical Services Department  
11300 N. Buntrock Avenue  
Mequon, WI 53092  
(262) 242-2530

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**TO:** SOFD Board  
**FROM:** Fire Chief David L Bialk  
**DATE:** January 8, 2025  
**SUBJECT:** Employee Manual

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### **Background**

As part of the Southern Ozaukee Fire Department's (SOFD) 2024 Workplan, the department is in the process of creating its own Employee Handbook. Previously, SOFD relied on several key documents from the City of Mequon, including:

- The City of Mequon Personnel Code and Employee Handbook
- The City of Mequon Classification and Compensation Study (January 2023)
- An expired CBA between the City of Mequon and the Mequon Fire and EMS Association

### **Analysis**

The SOFD Employee Handbook has been reviewed to ensure it is compliant with all State and Federal laws and is well-suited to the department's needs. It underwent a thorough review process that included:

1. An initial review by the City of Mequon Human Resources Director.
2. A legal review for compliance with State and Federal laws by labor attorneys at Von Briesen and Roper.
3. A review and input from Attorney and retired Fire Chief Chris Bell.

At the November Board Meeting, a copy of the Employee Manual was distributed to Board members for review and input. All punctuation, grammatical errors, formatting issues, and incorrect references have been corrected. Some policies were found to be duplicated or overly similar between the General Policies and the Standards of Conduct sections. These duplicates were removed, and the remaining content was consolidated for clarity and coherence. Below is a summary of the more substantive changes that were made.

### **Bereavement Leave**

The number of days off for each occurrence was updated.

### **Smoke-Free Workplace Policy**

The Smoke Free Workplace was updated to include vaping and smokeless tobacco.

### **Wisconsin Retirement Fund**

In the Wisconsin Retirement Fund section, it referred to a Police or Fire Chief hired before January 1, 2012. This was wording from the City of Mequon Personnel Code that references legacy employees.

**General Employer Provided Insurances**

It is possible the general provisions under this section could change from year to year. For instance, if the department decided to go to market for health insurance, instead of rewriting and adopting the Employee Manual every year the items in this section could be moved to end and added to the list of Administrative Directives. (Open for discussion)

**Fiscal Impact**

None

**Recommendation**

Staff recommends adopting the finalized draft document with the tracked changes.

Fire Chief David L Bialk

*David L Bialk*

Southern Ozaukee Fire Department

SOUTHERN OZAUKEE FIRE & EMS  
DEPARTMENT

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EMPLOYEE MANUAL

ADOPTED: 1/91/2025

Commented [AN1]: Update date to day after SOFD Meeting

**Acknowledgement of Receipt**

I acknowledge that I have received a copy of the Southern Ozaukee Fire Department Employee Manual. I \_\_\_\_\_ understand that I am responsible for reading and abiding by all policies and procedures in this Manual, as well as all other policies and procedures of the Department.

I also understand that the purpose of this Manual is to inform me of the Department's policies and procedures, and that it is not a contract of employment. Nothing in this Manual provides any entitlement to me or to any Department employee, nor is it intended to create contractual obligations of any kind.

I understand that the employer has the right to change any provision of this Manual at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Manual, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the Department and me, subject to the Department's right to seek injunctive relief. I agree to first seek to mediate any dispute with the Department with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Full Name (please print) \_\_\_\_\_

Please sign and date one copy of this acknowledgement and return it to the SOFD Administrative Assistant. Retain a second copy for your reference.

Contents

Chapter 1: Introduction ..... 43

- Mission Vision, Vision and Values ..... 43
- Purpose and Application ..... 54
- Affirmative Action Statement ..... 65
- Definitions ..... 76
- SOFD Management Rights ..... 9
- Severability ..... 11
- Attendance and Punctuality..... 12

Chapter 2: Procedures ..... 13

- Employee Commitment ..... 13
- Grievance Procedure ..... 14
  - Purpose ..... 14
  - Definitions ..... 14
  - Time Limits..... 15
  - Procedure ..... 15

Chapter 3: General Policies ..... 19

- Employee Conduct and Customer Service..... 19
- Accident Policy ..... 20
- Personal Relationship Policy..... 21
- Dress Code Policy ..... 23
- Drug Testing Policy ..... 24
- Communications Policy ..... 27
- Conflicts of Interest Policy..... 28
- Emergency Contact Information Policy..... 29
- Employee Access to Personnel File Policy..... 30
- Employee Assistance Program Policy ..... 31
- Family and Medical Leave Policy ..... 32
- Harassment & Workplace Violence Policy..... 40
- Bereavement Leave ..... 42

2

Modified Duty/Return-To-Work Policy .....	43
Nepotism Policy (promotion, hiring, process).....	45
Open Door Policy .....	46
Informal Complaint Procedure.....	47
Smoke-Free Workplace Policy .....	48
Drug-Free Workplace Policy.....	<del>50</del> 49
Telephone Usage Policy.....	<del>51</del> 50
Chapter 4: Full-Time Employees.....	<del>52</del> 51
Probationary Period .....	<del>52</del> 51
Leave of Absences .....	<del>53</del> 52
Jury Duty .....	<del>54</del> 53
Paid Holidays .....	<del>55</del> 54
Sick Leave .....	<del>56</del> 55
Abuse of Leave .....	<del>57</del> 56
Payout on Retirement.....	<del>58</del> 57
Accumulation Changes .....	<del>59</del> 58
Vacation.....	<del>60</del> 59
Uniform Allowance .....	<del>61</del> 60
Wisconsin Retirement Fund.....	<del>62</del> 61
General Employer Provided Insurances .....	<del>63</del> 62
Retirement/Death Benefit.....	<del>68</del> 67
Group Health Insurance .....	<del>69</del> 68
Notification of Group Insurance Continuation Policy .....	<del>70</del> 69
Car and Expense Allowance .....	<del>71</del> 70
Chapter 5: Paid On Call Staff.....	<del>72</del> 71
Probationary Period .....	<del>72</del> 71
Paid Holidays .....	<del>73</del> 72
Uniform/Clothing Allowance.....	<del>74</del> 73
Wisconsin Retirement System .....	<del>75</del> 74
Life and Disability Insurance .....	<del>76</del> 75

## Chapter I: Introduction

### Mission Vision, Vision and Values

#### Our Mission

The Southern Ozaukee Fire and Emergency Medical Services Department exists to ensure the safety of our communities through fire suppression, response to medical emergencies, professional training and public education. We serve our communities to protect the people, property, and environment. We provide our citizens with reassurance, aid and comfort when they are vulnerable.

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#### Our Vision

The Southern Ozaukee Fire and Emergency Medical Services Department will continuously strive to be a trusted community service that is recognized for meeting the needs of our citizens, while being good stewards of our resources. We will be known as a modern department with a professionally trained team that attains best practice standards and ensures a high level of readiness. We will innovate and continuously have an eye to the future.

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We will accomplish our vision of a strong combination department by investing in our people, with a workforce of committed career and volunteer team members. We will forge strong partnerships to ensure the safety of the communities we serve.

#### Our Values

Our culture reflects our shared values and we have pride in all that we do.

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##### Integrity

We live in accordance with our values, demonstrating sound ethical principles and being honest with ourselves and others.

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##### Trust

We believe that reliability and the strength of our relationships is core to our being. Trust fosters respect provides safety and earns loyalty.

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##### Empathy

We seek to understand the thoughts, feelings and perspectives of others from their point of view. We show compassion for those who feel vulnerable or suffer a loss.

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##### Grit

We exhibit courage, resolve and a selfless devotion to duty.

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##### Excellence

We are professional and exceptional in our skills, continuously striving to improve.

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##### Stewardship

We are responsible in our use of financial and human resources.

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**Purpose and Application**

This manual is an informational guide regarding employment practices for all non-represented regular full/part time, represented general, seasonal and temporary Department employees, who are not represented by a labor organization and collective bargaining agreement. The Southern Ozaukee Fire & EMS Department reserves the right to amend, delete, supplement or rescind any of the provisions of this manual or any other written or unwritten plans, policies or procedures at any time with or without advance notice. The Department further reserves the right to deviate from policies or procedures where appropriate, to interpret policies and to suspend the application of a general policy when, in the Department's sole discretion, such an action is appropriate.

The provisions of this code are not conditions of employment nor are they intended to create an express or implied contract of employment for any employee covered by this code. Unless otherwise specified in writing or required by law, your employment with the Department is at will and may be terminated by you or the Department at any time with or without reason.

No Provision of this code is intended to nor shall be construed to conflict with Wisconsin Statutes or Federal Law including but not limited to Sections 17.12, 62.09 and 62.13, Wis. Stats.

**Affirmative Action Statement**

The Southern Ozaukee Fire & EMS Department will not discriminate in its hiring practices on the basis of race, color, sex, national origin, religion, age, handicap, or other non-job-related factors, except where such factors constitute a bona fide occupational qualification. The Department is an equal opportunity employer hiring those persons whose qualifications best correspond to those of the position being filled. Equal employment opportunity will be practiced in related activities pertaining to applicants and employees who will be judged on their individual merit and relevant qualifications in a fair and equitable manner.

Affirmative action will be sought to eliminate restrictive policies in a timely coordinated manner with due regard and consideration to all applicants and present employees.

## **Definitions**

1. "Department" means the organization of the Southern Ozaukee Fire & EMS Department, Ozaukee County, Wisconsin.
2. "Confidential Employee" means an employee who has access to confidential information relating to labor relations, including information dealing with the employer's strategy or position in bargaining, grievance processing, litigation or other similar matters that is not available to the bargaining representative.
3. "Continuous Service" means uninterrupted employment as a full-time employee with the Department from date of hire or last date of rehire and does not accrue during any unpaid leave which exceeds thirty (30) calendar days. Authorized leaves of absence granted under the terms of this Personnel Code shall not be deemed an interruption of service.
4. "Division" means an established and recognized Department's area of operations, staffed by employees which is organized and structured to accomplish a particular type of assigned municipal service.
5. "Command Staff" means an employee who is responsible for the operation of a department operations and includes: Fire Chief, Deputy Chief, and Battalion Chiefs.
6. "Employee" means an individual who is engaged in providing personal services to the Department for wages or salary, and the Department has the right to control the details of and type of work assigned.
7. "Exempt Employee" means an employee whose position is classified as an administrative, supervisory, executive, professional or computer professional position, who is paid on a salary basis and is exempt from state and federal overtime requirements.
8. "Full-Time Administrative Employee" means an employee who is normally scheduled to work an average of forty (40) hours per week for the Department
9. "Full-Time Line Employee" means an employee who works a 56-hour workweek (24-hour shift). Employees shall be entitled to Overtime for any hours over 212 hours in a 28-day cycle.

10. "Part-Time Employee" means an employee who is normally scheduled to work less than forty (40) hours per week for the Department but does not include volunteer fire fighters or ambulance and rescue squad personnel.
11. "Paid On call Employee" – A paid on-call employee works on an as-needed basis.
12. "Regular, Full-Time Employee" and "regular, part-time employee" means an employee who is scheduled to work throughout the year and who occupies a regular position established by the SOFD Board.
13. "Temporary or Seasonal Employee" means an employee, either full-time or part-time, who is hired only for a limited period of time and includes all employees hired under State and/or Federal grant programs, regardless of the length of such employee's period of employment.

**SOFD Management Rights**

(1) Except to the extent abridged by a specific provision of this Code, the Department reserves and retains solely and exclusively all of its common law, statutory and inherent rights to manage its own affairs, as such rights existed prior to the passage of this or any other previous Personnel Code or salary ordinances. Such rights include, but are not limited to the following:

- a. To determine the general business practice and policies of the Department, including the purchase and utilization of equipment, and to utilize personnel, methods and means efficiently and flexibly.
- b. To manage and direct the employees of the Department, to make assignments of jobs, to determine the size and composition of the work force, to train or retrain employees, to establish standards of job performance, to determine and schedule the work to be performed by the work force and each employee, to determine the competence and qualifications of the employee, to establish and revise job descriptions for any position and to establish the manner and method of selection of new employees.
- c. To determine the methods, means and personnel by which and the location where the operations of the Department are to be conducted.
- d. To take whatever action it deems necessary in situations of emergency.
- e. To utilize temporary, provisional, part-time, paid on call, or seasonal employees when and where it deems necessary.
- f. To hire, promote, demote, permanently or temporarily transfer, lay off employees and to make promotions and assignments to supervisory positions.
- g. To suspend, demote, discipline or discharge employees.
- h. To establish or alter the number of shifts, hours of work, work schedules, methods or processes.
- i. To schedule and assign overtime work when required in the manner most advantageous to the Department.

- j. To create new positions or Divisions, to introduce new or improved operations in work practices, to terminate or modify existing positions, departments, operations or work practices and to consolidate existing positions, departments or operations.
  - k. To make and alter rules and regulations for the conduct of its business and of its employees. All employees must follow all other applicable rules, policies, regulations, or resolutions of the Department as well as any applicable State or Federal laws currently in effect. The Department reserves the right to modify or change this Employee Manual at any time.
- (2) Whatever work is to be accomplished by the Department is not necessarily to be done by employees of the Department. The Department reserves the right unto itself to contract or subcontract any such work and/or to transfer any such work to employees not covered by this Employee Manual.

**Severability**

The provisions of this Employee Manual shall be severable and if any of the provisions shall be held in contravention of the Constitution and laws of the State of Wisconsin or of the United States by a court of competent jurisdiction, the validity of the rest of the Manual shall not be affected. It is hereby declared to be the intent of this Manual that the same would have been adopted and such unconstitutional or unlawful provisions, if any, not been included herein. This Manual replaces all prior employee policies which are in conflict with this new Employee Manual.

### **Attendance and Punctuality**

It is important for a member to report to work on time and to avoid unnecessary absences. The Department recognizes that illness or other circumstances beyond a member's control may cause a member to be absent from work from time to time.

However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on co-workers and can have a negative impact on the success of the Department.

Members are expected to report to work when scheduled. Whenever a member knows in advance that they are going to be absent, they will notify their immediate supervisor or the designated supervisor. If a members' absence is unexpected, they should attempt to reach their immediate supervisor as soon as possible, but in no event later than one hour before the member is due at work. In the event their immediate supervisor is unavailable, the member must speak with another supervisor. If the member must leave a voicemail, the member must provide a number where their supervisor may reach them if need be.

Please note that some, but not all, absences are compensated under the Department's leave policies.

Members are expected to be at their workstation at the beginning of each shift. If a member is delayed, the member must call their immediate supervisor to state the reason for the delay. As with absences, members must make every effort to speak directly with the supervisor. Regular delays in reporting to work will result in disciplinary action up to and including discharge.

## **Chapter 2: Procedures**

### **Employee Commitment**

All employees of the Department agree:

- (1) To cooperate in giving efficient public service and to assist in maintaining efficient public administration.
- (2) To abide by the rules, regulations, policies, and resolutions established by the Department or the Chief. The Chief, or his/her designee, may adopt such other Departmental rules and procedures as may be required for the efficient and effective delivery of public services within the Department provided they are not in conflict with this Handbook.
- (3) To abide by the ordinances established by the Village of Thiensville and the City of Mequon.

## **Grievance Procedure**

### **Purpose**

This policy is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues concerning workplace safety, discipline and termination.

### **Definitions**

- (1) "Days" as used in this policy is defined as calendar day, inclusive of the day of the act that occurs or is to occur.
- (2) "Employee Termination" as used in this policy section, shall not include the following:
  - a. Layoffs.
  - b. Workforce reduction activities.
  - c. Job transfers or demotions.
  - d. Voluntary termination including, without limitation, quitting or resignation.
  - e. Job abandonment.
  - f. End of employment due to disability, lack of qualification or licensure or other inability to perform job duties.
  - g. End of employment and/or completion of assignment of temporary, contract or part time employees.
  - h. Retirement.
  - i. Death; or
  - j. Any other cessation of employment not involving involuntary termination.
- (3) "Employee discipline" as used in this policy shall include any employment action that results in disciplinary action, which typically involves any one of four (4) actions: verbal reprimand, written reprimand, suspension with or without pay, and termination of employment.

"Employee discipline," as used in this policy, shall not include the following:

- a. Plans of correction or performance improvement.
- b. Performance evaluations or reviews.
- c. Documentation of employee acts and/or omissions in an employment file.
- d. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance.
- e. Non-disciplinary wage, benefit or salary adjustments.
- f. Other non-material employment actions.
- g. Counseling meetings or discussions or other pre-disciplinary action.
- h. Demotion for reasons other than discipline, transfer or change in assignment.
- i. Matters governed under the exclusive authority of the SOFD Commission including disciplinary suspensions, disciplinary reductions in rank, and disciplinary terminations of subordinates; or
- j. Matters where a specific ordinance or contract provides a process for resolution of the dispute.

The term "workplace safety" as used in this section means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

#### **Time Limits**

Unless mutually agreed to in writing by the Employee and the SOFD in advance of the expiration of the timeline, the timelines provided in this policy must be strictly adhered to. Failure of the Employee to comply with the timelines will be deemed a waiver of the processing of the grievance and the grievance will be denied. The Employee may, as the Employee's sole remedy, if a response is not provided within the designated timeframes, advance a grievance to the next step of the process. The Mequon Assistant ~~City Department~~ Administrator (or designee) may advance a grievance to the next step at the request of the employee.

#### **Procedure**

- (1) Informal Grievance Resolution: The employee must discuss any grievance related to discipline or workplace safety with the employee's supervisor who issued the discipline or is responsible for the workplace safety issue prior to filing a formal written grievance in

order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the Formal Grievance Procedure.

(2) Formal Grievance Submission: The employee must file a written grievance with the Department of Mequon Assistant City Department Administrator (or designee) within ten (10) days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The written grievance must contain:

- a. Name of Grievant.
- b. A statement of the pertinent facts surrounding the nature of the grievance.
- c. The date the alleged incident occurred.
- d. The work rule or policy allegedly violated including any safety rule alleged to have been violated, if applicable.
- e. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion; and
- f. The specific requested remedy.

(3) Administrative Response: The Mequon Assistant City Department Administrator (or designee) will meet with the grievant within fifteen (15) days of receipt of the written grievance. The Administration will provide a written response within fifteen (15) days of the meeting. The Administration's written response to the grievance must contain:

- a. A statement of the date the meeting between the Administration and grievant was held.
- b. A decision as to whether the grievance is sustained or denied; and
- c. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.

(4) Impartial Hearing: The grievant may file an appeal to the Impartial Hearing Officer by giving written notice to the Mequon Assistant City Department Administrator (or designee) within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the hearing officer will determine whether a hearing is necessary unless a hearing is required under the procedures established by the SOFD in a different applicable policy. The Administration will work with the Impartial Hearing Officer and

**Commented [AN2]:** I don't think we need this term. The responsibility is delegated to Mequon Admin but I'm don't think that makes them part of the Department.

grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The Mequon ~~City Department~~ Administrator and the Village of Thiensville Administrator shall select the Impartial Hearing Officer (IHO). The IHO shall not be an employee of the SOFD. The IHO may be an employee of another municipality, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the SOFD.

Standard of Review: The IHO will adhere to specific guidelines set forth by the SOFD regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. The grievant shall bear the burden of proof and production of evidence. A decision will not have been arbitrary or capricious if it was made in the best interest of the SOFD. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.

Impartial Hearing Officer Response: The Impartial Hearing Officer shall file a written response within thirty (30) days of the hearing date or the date of submission of written documents.

The Impartial Hearing Officer's written response to the grievance must contain:

- a. A statement of the pertinent facts surrounding the nature of the grievance.
- b. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
- c. A statement outlining the timeline to appeal the decision as defined in this policy to the SOFD Board.
- d. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision and may not grant in whole or in part the specific request of the grievant.

- (5) Review by the SOFD Board: The non-prevailing party may file a written request to the SOFD Board Clerk or designee for review of the IHO's decision by the SOFD Board within ten (10) days of receipt of the Impartial Hearing Officer Response.

The SOFD Board shall not take additional testimony or evidence; it may only decide whether the IHO reached an arbitrary or capricious decision using the standard set forth

above based on the information presented to the IHO. The SOFD Board will review the record and make a decision. A written decision will be made within thirty (30) days of the filing of the appeal.

The SOFD Board's written decision regarding the grievance must contain:

- a. A decision as to whether the grievance is sustained, denied or modified.

The SOFD Board shall decide the matter by a majority vote and the decision of the SOFD Board is final and binding and is not subject to further review.

(6) General Requirements:

- a. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.

If at any step in the process the SOFD reverses the decision or action that gives rise to the grievance, or the SOFD and the Employee reach some other agreement, the grievance process shall be deemed resolved and the grievance process concluded with prejudice.

### Chapter 3: General Policies

#### Employee Conduct and Customer Service

All Department employees are expected to represent the Department to the public in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and their supervisor. All department members are expected to conduct themselves consistent with the department rules and regulations. Since the proper working relationship between employees and the Department depends on each employee's on-going job performance, professional conduct and behavior, the Department has established certain minimum standards of professional conduct for its employees.

Among the expectations:

- ~~(6) — basic tact and courtesy towards the public and fellow employees adherence to Department policies, procedures, safety rules and safe work practices.~~
- ~~(7) — compliance with directions from supervisors. preserving and protecting the Department's equipment, grounds, facilities, and resources.~~
- ~~(8) — providing orderly and cost-efficient services to its citizens.~~
- 1) Basic tact and courtesy towards the public and fellow employees
- 2) Adherence to Department policies, procedures, safety rules and safe work practices.
- 3) Compliance with directions from supervisors
- 4) Preserving and protecting the Department's equipment, grounds, facilities, and resources.
- 5) Providing orderly and cost-efficient services to its citizens

To function as efficiently as possible, employees may be asked by the Fire Chief or supervisor to perform duties outside of regular assignments.

All department employees are expected to periodically review and adhere to the most current version of the Southern Ozaukee Fire Department Rules and Regulations. Behaviors or general performance not consistent with this document or does not meet departmental and community expectations, will be subject to corrective actions.

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### **Accident Policy**

#### **Purpose**

The well-being and safety of employees is of utmost importance to the Department.

#### **Procedure**

In the event a significant accident occurs involving a department employee, the following steps should be taken:

- A Chief Officer should be notified as soon as possible.
- A Chief Officer will be the designated person to contact the employee's emergency contact.
- The Public Information officer-Officer and/or his/her designee (and/or their designee) will be the spokesperson to handle media inquiries. Therefore, employees should not discuss the accident with the media or other members of the public. Refer to the *Media RelationsCommunication* Policy for further clarification on page 27.

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### **Dating Personal Relationship Policy**

The Department strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, their ability to influence others, and their responsibilities for direct or indirect supervision of Department employees.

During working time and in working areas, employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.

During non-working time, such as lunches, breaks, and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.

Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Department premises, whether during working hours or not.

Employees who allow personal relationships with coworkers to affect the working environment may be subject to the appropriate provisions of the Department's disciplinary policy. For minor issues, counseling may be required. For more serious issues or failure to change inappropriate behavior and maintain expected behavior in the workplace, employees will be subject to discipline up to and including termination. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

The Department recognizes that people may develop personal friendships with others with whom they work or who work for the same employer. The Department further recognizes that in some situations those relationships may extend beyond a platonic relationship, which may result in concerns or problems on the part of the Department if one of the employees is in a position to influence the working conditions of the other employee or the relationship impacts on the efficiency of the operations of the Department. Thus, the Department strongly encourages supervisors, managers, executives or anyone else in a sensitive or influential position to avoid such relationships with other Department employees where a concern or problem may arise. Should such a relationship develop, the employee is required to notify their direct supervisor.

**Dress Code Policy**

As an employee of the SOFD, members are expected to present a clean and professional appearance when representing the SOFD, whether they are in or outside of the stations. Therefore, members are required to dress in appropriate uniform or business attire and to behave in a professional, businesslike manner. It is essential that members act in a professional manner and always extend the highest courtesy to co-workers, visitors, vendors and community members.

Employees of the Department are required to wear uniforms when on duty except for the following positions that should follow generally accepted business dress standards:

- Some civilian administrative staff
- Non-scheduled employees called back for emergency situations

Chief Officers are required to wear uniforms when on duty except for Chief Officers assigned to Administration. Those members should follow generally accepted business dress standards if they opt not to wear a uniform.

Employees required to wear uniforms are obligated to maintain their uniforms, keeping them clean, signs of wear, neat and free of holes and frays. Employees will be provided with the initial issue of required items but will be responsible for maintenance of those items.

Employees required to wear uniforms shall receive an annual uniform allowance as defined by the attached appendix referencing uniform allowances. Payment shall be made on the first pay period in December. Partial years of employment will be prorated based on the full month of employment.

### **Drug Testing Policy**

The Department is committed to providing a safe, efficient, and productive work environment for all employees and visitors and to assisting employees who might have a substance abuse problem in getting help. To promote these goals, employees are required to report to work in an appropriate mental and physical condition, free from the effects of alcohol and other drugs.

The Department will cooperate with all federal, state, or local authorities in all matters pertaining to the use, possession, distribution, sale, purchase, or manufacture of alcohol and other drugs on Department premises or work time.

#### **The Department hereby adopts the following policy:**

No Department employee may manufacture, purchase, use, possess, distribute, sell, or be under the influence of illegal drugs at any time, and on-the-job use of or impairment by alcohol is prohibited.

The legal possession and/or use of prescribed drugs is permitted on the job only if in the Department's judgment it does not impair an employee's ability to perform his/her job effectively and safely.

The off-duty use of alcohol and other drugs may impair the ability of an employee to perform his/her duties, and may endanger the employee, his/her co-workers, or the public, as well as property. For this reason, off duty use is also prohibited to the extent it does or may result in a violation of this policy.

#### **Definitions**

**Supervisor:** Those employees assigned to a position having day-to-day responsibility for supervising subordinates or are responsible for commanding a work element.

**Drug Test:** The compulsory production and submission of urine by an employee, in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage of controlled substances: heroin, cocaine, phencyclidine, lysergic acid diethylamide, psilocin, psilocybin, amphetamine, methamphetamine, or any form of a tetrahydrocannabinols, or any other controlled drug listed in Schedules I or II of State Code.

**Positive Drug Test:** A confirmed finding of the presence of drugs or their metabolites in the sample tested at levels at or above the threshold detection levels established by the approved testing laboratory used by the Department.

**Positive Alcohol Test:** A confirmed finding of blood-alcohol concentration in the employee's sample tested at levels at or above the threshold detection levels established by the approved testing laboratory used by the Department.

**Reasonable Cause or Reasonable Suspicion:** Quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on observable actions, alone or in conjunction with other factors including, but not limited to, dangerous or accident-prone conduct; an accident which indicates the possible use of alcohol or drugs; drug-related signs such as paraphernalia, unexplained reduced short-term memory, unexplained physical symptoms such as, but not limited to, bloodshot eyes, dilated pupils, stuffy or runny nose, anxiety, and inability to concentrate.

**Refusing To Be Tested:** Failing to provide an adequate urine, saliva, blood, or breath specimen for a drug and/or alcohol test without a valid medical explanation; failing or refusing to submit to a test under this policy as directed; and/or engaging in any conduct which clearly obstructs the testing process. An employee has the right to refuse to be tested for drugs and/or alcohol but will face the disciplinary consequences described below.

**Approved Testing Laboratory:** A laboratory which meets federal requirements and is certified to administer such testing.

#### **Types of Testing**

**Initial Test:** New applicants shall be required as a condition of employment to take and pass the drug screen as described herein.

**Reasonable Suspicion Test:** Any employee will be required to take a drug and alcohol test upon reasonable cause or reasonable suspicion.

**Post-Accident Test:** Any employee involved in an accident while driving a Department vehicle will be required to submit to a post-accident drug and alcohol test.

#### **Prohibited Activity**

The following rules shall apply to all employees, while on and off duty:

No employee shall illegally possess any controlled substance.

No employee shall ingest any controlled drug or other dangerous substance, unless as prescribed by a licensed medical practitioner.

An employee who is required to use a prescription medication and who has been advised by his/her physician not to work during such use must notify his/her immediate supervisor, including the prescribed period of use.

Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in the employee's medical file.

Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance, or under the influence of alcohol while on the job shall immediately report the facts and circumstances to his supervisor.

**Drug Testing Methodology**

The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise, and demonstrated proficiency in urinalysis. Employees having negative drug test results shall receive a confirmation stating that no illegal drugs were found. A copy of the memorandum will be placed in the employee's medical file.

**Drug Test Results**

All records pertaining to Department-required drug tests shall remain confidential. Test results are only given to the Chief or the Chief's designee and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. Drug test results and records shall be retained in the employee's medical file for an indefinite period.

**Actions Taken/Positive Results/Refusal To Be Tested**

If an employee tests positive, or if an employee refuses to be tested, the employer shall pursue discipline for the employee up to, and including, termination. The exception shall be medications properly prescribed by a physician.

## **Communications Policy**

### **Public Information Officer**

The Departments' Fire Chief or ([or their designee](#)) shall be the primary spokes~~person~~ for the SOFD [and serve as the Department's Public Information Officer](#). Command Officers may confer with representatives of the news media on matters related to the Department. Other employees are to have no contact with the media stating official SOFD policy unless instructed to do so by the Fire Chief or Command Officer.

### **Social Media**

The term "social media" includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether associated or affiliated with the department, as well as any other form of electronic communication. The same principles and guidelines found in the Department's rules, policies and procedures apply to an employee's social media activities online.

Employees shall not represent themselves as conveying official statements of the Department on any personal social networking sites, online blogs, or websites that allow for comments on media stories, etc. unless authorized by the Chief. Employees that post their employment on social networking sites should be cognizant that postings made on their personal sites could be unintentionally construed as representative of the Department by readers/viewers and should exercise caution when making postings related to their career, employer, or public safety issues in general.

Any conduct that adversely affects an employee's job performance or the performance of fellow employees, or otherwise adversely affects the Department's legitimate business interests, may result in disciplinary action, up to and including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

### **Conflicts of Interest Policy**

The purpose of this Conflict-of-Interest Policy is to establish guidelines and procedures to ensure that employees of Southern Ozaukee Fire Department act in the best interest of the organization and the public. This Policy aims to prevent conflicts of interest that may arise when an employee's personal interests interfere with their duties and responsibilities.

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This Policy applies to all employees, including elected officials, appointed officials, and employees of Southern Ozaukee Fire Department. It covers situations where personal, financial, familial, or other interests of an employee conflict or appear to conflict with the interests of the organization.

- **Conflict of Interest:** A conflict of interest exists when an employee's personal interests or relationships could improperly influence the employee's judgment or actions in performing their official duties.

### **Disclosure Requirements**

All employees are required to disclose any actual or potential conflicts of interest to the SOFD Board President or the Fire Chief. Disclosure should be made promptly upon becoming aware of the conflict and should include sufficient detail for the ethics officer to evaluate the situation.

### **Evaluation and Management**

Upon receipt of a disclosure, the SOFD Board President or the Fire Chief shall evaluate the disclosed conflict and determine an appropriate course of action, which may include:

- Reviewing the nature and extent of the conflict.
- Assessing whether the conflict can be managed or mitigated.
- Requiring the employee to recuse themselves from decision-making or other activities where the conflict exists.
- Implementing other measures deemed necessary to avoid improper influence or appearance thereof.

### **Recusal**

Employees shall recuse themselves from participating in any decision-making, transactions, or other activities where a conflict of interest exists or may reasonably be perceived to exist. Recusal procedures shall be followed consistently and transparently to maintain the integrity of organizational decision-making processes.

**Enforcement and Penalties**

Violation of this Policy may result in disciplinary action, up to and including termination of employment, depending on the severity and circumstances of the violation. Employees found to have knowingly failed to disclose a conflict of interest or to have improperly influenced organizational decisions shall be subject to appropriate disciplinary measures.

**Emergency Contact Information Policy**

All employees must provide emergency contact information for persons to be contacted in the event of a personal emergency. Emergency contact information is confidential and will not be made available to non-essential staff. Emergency contact information may not be used for any purposes other than its original intention.

All employees are required to supply emergency contact information when hired. It is each employee's personal decision as to whom he or she chooses to have as the emergency contact. In an effort to keep information current should an emergency arise; employees are required to maintain current emergency contact information with the Administration Assistant.

**Employee Access to Personnel File Policy**

Current employees wishing to examine their own employee file may do so by completing and submitting to the Fire Chief a request to access their Personnel File. The Fire Chief will then arrange for a mutually convenient meeting time within three (3) working days of the request.

Employee inspections of personnel files will conform to the following:

All inspections must be conducted in the fire station where the files are kept.

All inspections must be done with a member of the Fire Department Command Staff present.

Nothing may be inserted, removed, changed, or copied without specific authorization from the Fire Department Command Staff.

Certain kinds of records may not be made available to the employee, at the discretion of the Fire Chief and in conformance with applicable State law.

While inspecting his/her files, the employee is free to take notes and/or request one set of copies of the information in his/her file.

During this inspection, any information that is inaccurate or not up to date may be changed at this time with the Fire Department Command Staff authorization. Examples of this type of information change include but are not limited to, change of address, name change, or change of dependents.

In accordance with Wisconsin State Statute section 103.13 (4), an employee who disagrees with any information contained in the personnel file can submit a written statement explaining the employee's position and that statement shall be attached to the disputed portion of the personnel record.

All current employees of SOFD are limited to two (2) annual inspections of their individual personnel file. During grievance processes, the employee will have unlimited access to his/her files.

The Fire Chief will keep a copy of the request for personnel file access in the file for future reference. All requests must contain the date of inspection and the signatures of both the employee and the Fire Chief or a member of the Command Staff.

**Employee Assistance Program Policy**

The Employer shall provide an Employee Assistance Program to all employees of the Department. The cost of such program will be paid for by the Employer.

## **Family and Medical Leave Policy**

Updated: August 19, 2024

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Southern Ozaukee Fire and EMS Department, Wisconsin  
Family and Medical Leave Policy

It is the policy of the Southern Ozaukee Fire and EMS Department (“SOFD” or the “Department”) to provide family and medical leave as required by State and Federal laws. This Policy does not necessarily incorporate all provisions of such laws directly into SOFD personnel policies. Posters summarizing Federal and State FMLA laws can be found with other employment-related postings.

Leave taken under this Policy may be covered by Federal law, State law, or both. The eligibility and entitlements are defined differently under Federal and State law. When both Federal and State law govern leave taken by an eligible employee under this policy the more generous provisions will control in the event of a conflict. However, when leaves are governed by State or Federal law, but not both, the applicable law will control under this policy. Certain leaves may be covered by both State and Federal law for only a portion of the leave. To the extent permitted by law, time off that is qualifying leave under the Federal FMLA and under the State FMLA, will run concurrently (i.e., at the same time) with leave granted under other SOFD policies.

Employees may be required to provide advance notice and certain information as set forth below to be eligible for leave under this Policy. Employees may also be required to submit leave requests in writing when circumstances and applicable law permit. After an employee provides SOFD the required information, SOFD will evaluate it and make a determination as to whether the absence qualifies as FMLA leave. SOFD will notify the employee of its final determination. If the employee fails to provide SOFD with the required information within the time specified, the employee’s absence will be unexcused. If the time off is FMLA qualifying, the leave will be designated as such and the employee will receive notice of the designation, along with information on the specifics of the leave, consistent with this policy. Use of other leaves provided by SOFD for the reasons covered by law, will be treated as use of leave under this Policy whenever applicable law allows.

If it is determined that the leave does not qualify, then any absence shall be subject to the terms of SOFD’s attendance policy, or attendance policy as specified in a collective bargaining agreement. SOFD has the right to designate qualifying leave as FMLA whether or not the

employee specifically requests it.

### **Section 1 - Eligibility Requirements**

To be eligible for Federal FMLA leave, the employee must have been employed by SOFD for at least 12 months, must have worked at least 1,250 hours during the 12-month period immediately prior to the start of the requested leave, and must be employed at a worksite where 50 or more employees are employed by SOFD within a 75-mile radius. To be eligible for leave under the Wisconsin FMLA, the employee must have been employed for more than 52 consecutive weeks and have been paid for at least 1,000 hours.

### **Section 2 – Amount and Types of Leave Available**

Under the guidelines set out in this Policy and in accord with the law, SOFD will grant an eligible employee up to twelve (12) workweeks of unpaid Federal FMLA leave within a rolling 12-month period for the following reasons:

- the birth or placement of a child for adoption or foster care
- to care for the employee’s covered family member suffering from a serious health condition
- for the employee’s own serious health condition
- for any “qualifying exigency” arising as a result of the employee’s child, parent or spouse serving on active military duty in support of contingency operations.

In addition, if the employee is eligible for Federal FMLA leave as defined in this policy, the employee may be entitled to take a total of up to twenty-six (26) workweeks of unpaid Federal FMLA leave in a single twelve-month period, to care for a covered service member who has incurred a serious injury or illness in the line of duty (“Military Caregiver Leave”). During that twelve-month period, the employee will be entitled only to a combined total of 26 workweeks of Federal FMLA leave for service member care and for any other Federal FMLA purpose.

When a husband and wife both work for SOFD, they are limited to an aggregate of 12 workweeks of Federal FMLA leave for birth, adoption/foster care, care of a seriously ill parent, or a qualifying exigency. Up to a combined total of 26 weeks may be used to care for a seriously ill or injured military service member.

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Federal FMLA leave will run concurrently, when applicable, with the total of ten (10) workweeks of Wisconsin FMLA leave which is specifically allocated over a calendar year as follows:

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- Two (2) workweeks for an employee’s own serious health condition.
- Six (6) workweeks related to the birth or adoption of a child for bonding leave; and

- Two (2) workweeks to allow an employee to care for a parent, parent-in-law, spouse, registered domestic partner or child due to their incapacity caused by a serious health condition

Applicable Definitions:

“Domestic Partner” for this purpose includes only those individuals who were registered as domestic partners under Wisconsin Law before April 1, 2018.

“Child” under this paragraph includes a biological, adopted or foster child, a stepchild, legal ward, or a child for whom the employee have assumed the obligations of a parent and who is either under 18 years of age or is unable to care for him or herself due to a physical or mental disability.

For purposes of Wisconsin FMLA only, “Parent” includes the parent of an eligible employee’s spouse or registered domestic partner.

“Serious Health Condition” under this policy means an illness, injury, impairment, or physical or mental condition that involves any of the following:

- (1) Any period of incapacity or treatment connected with inpatient care.
- (2) A continuing period of incapacity/or any subsequent treatment relating to the same condition that also involves continuing treatment by or under the supervision of a health care provider.
- (3) Incapacity due to a chronic serious health that also involves periodic treatment by a health care provider.
- (4) Any period of incapacity due to pregnancy or prenatal care.
- (5) A period of incapacity due to a permanent or long-term condition for which treatment may not be effective, but for which the employee or family member must be under the continuing supervision of a health care provider.
- (6) Any period of absence to receive multiple treatments by a health care provider for a condition that would likely result in a period of incapacity in the absence of medical intervention or treatment.

In most cases, a short-term condition, such as a cold, flu, earache, upset stomach, or other minor ailment would not qualify as a serious health condition. It also does not include routine treatment, doctor or dental visits. Conditions for which cosmetic treatments are administered are generally not considered to be serious health conditions.

### **Section 3 – Calculating Available Leave**

- (1) To determine the amount of Federal FMLA leave to which an employee is entitled for a *specific* leave request, SOFD uses a rolling 12-month period looking backward from the start of the new leave to determine how much leave has been used in the preceding 12-month period. Each time an employee takes Federal FMLA leave the remaining Federal leave entitlement is the balance of the 12 weeks which has not been used during the immediately preceding 12 months.
- (2) Entitlement to Wisconsin FMLA leave is calculated based on what type of Wisconsin FMLA leave has been used in the calendar year.
- (3) If an employee suffers a work-related injury that qualifies as a serious health condition, FMLA leave provided under this Policy will be considered to run concurrently with the leave required under the worker's compensation laws.

### **Section 4 – Leave Request Process**

- (1) Except in situations where an employee is unable to provide a written request because of the need for emergency health care, the employee is to provide SOFD with a written application for family or medical leave prior to the requested start of the leave.
- (2) In cases where the need for the leave is foreseeable, the request is to be made at least 30 days prior to the beginning of the anticipated leave. In cases where the need for the leave does not become known more than 30 days in advance, the request is to be made as soon as the employee becomes aware of the need for leave. In all cases, the employee must comply with SOFD's standard call-in procedures for absences. However, calling in sick, without providing additional information, is not sufficient notice of the need for FMLA leave.
- (3) All requests must be submitted on an FMLA Request Form which can be obtained from Chief or Chief's Designee. The Form must be fully completed including the beginning and ending dates of the leave.
- (4) An employee undergoing planned medical treatment or requesting intermittent or reduced schedule leave, is required to make a reasonable effort to schedule the treatment to minimize disruptions to SOFD's operations. This requires the employee to work with the employee's supervisor to schedule the leave. Failing to provide reasonable notice or work with the supervisor on the timing of the leave may result in the delay, denial or cancellation of FMLA leave.
- (5) SOFD may delay the taking of a requested leave until at least 30 days after the date the employee provides notice when the employee fails to provide proper advance notice,

unless the employee was unable to comply because of the need for emergency health care or other reasonable excuse.

#### **Section 5 – Certification Requirements**

- (1) An FMLA leave request must be supported by a certification issued by the employee's health care provider or as appropriate, the health care provider of the employee's spouse, domestic partner, child, parent or next of kin. SOFD reserves the right to have certified all information permitted by law. The Medical Certification Form can be obtained from Chief or Chief's Designee.
- (2) The employee must return the fully completed medical certification form to the Chief or Chief's Designee within fifteen (15) days from the date the employee receives the medical certification form. Failure to provide SOFD with timely and responsive certification from a health care provider within fifteen (15) days of SOFD's request for certification may result in denial of the leave. If the employee submits a certification that is insufficient or incomplete, SOFD will require the employee to provide a corrected certification within seven days.
- (3) Where medical leave of the employee or the employee's family member is involved, SOFD may, at its expense, require the employee or a family member to obtain the opinion of a second health care provider chosen by the employer. If a dispute exists, a third opinion may be secured.
- (4) SOFD will require an employee to re-certify the medical condition as allowed by law.
- (5) SOFD may also require an employee to provide a Fitness-For-Duty Certification prior to returning from a leave for the employee's serious health condition.
- (6) Failure to provide timely certifications may result in denial or delay of the leave.
- (7) If leave is requested for other non-medical purposes, SOFD may require certification or additional documents pertinent to that leave request, such as a copy of the birth or placement documents, confirmation of a family, *in loco parentis* or domestic partner relationship or reflecting the military exigency purpose.

#### **Section 6 – Intermittent or Partial Leave**

- (1) An employee may take intermittent leave, whenever certified as medically necessary or otherwise required, for their own serious health condition, to care for a qualifying family member with a serious health condition, or for military-related leaves. If the leave is for planned medical treatment and will be taken on an intermittent basis or by a reduced schedule, the employee is expected to schedule the treatment so as to create minimum disruption for SOFD. Again, this requires the employee to work with SOFD to schedule the treatment. The smallest increment that an employee may take for intermittent leave

is the smallest measure of time that employees are able to take for any non-FMLA leave, which is currently 15 minutes.

- (2) Where the need for intermittent leave or leave on a reduced work schedule is foreseeable based on planned medical treatment, SOFD may temporarily transfer the employee to an available equivalent position if the employee is qualified and the position better accommodates the recurring leave.
- (3) An employee may take Federal FMLA leave for the birth, adoption or foster care placement of a child on a continuous basis only, no intermittent or reduced schedule will be allowed. When leave for birth or adoption is taken under the Wisconsin FMLA, the leave may be taken intermittently or on a reduced schedule as long as the employee works with SOFD to schedule the leave in advance so as to create minimum disruption for SOFD. Federal FMLA leave related to birth, adoption or foster care must be used within one year of the birth or placement of the child. The last segment of requested intermittent or reduced schedule leave for any Wisconsin FMLA portion of leave related to birth or adoption must begin within sixteen (16) weeks before, or after childbirth or placement.

#### **Section 7 - Pay Status and Substitution**

FMLA leave is generally unpaid. However, an eligible employee may request use of paid leave – “substitute” – accrued and available paid leave under certain circumstances during the time the employee is on FMLA leave.

- (1) An employee may substitute any, or all, of the employee’s accrued and available paid leave of any type provided by SOFD during Wisconsin FMLA leave.
- (2) When an employee is using solely Federal FMLA leave for the employee’s own serious health condition, SOFD will require the employee to use the balance of the employee’s sick, vacation, PTO, or medical leave bank during that period of federal FMLA leave. A full-time employee may elect to keep up to 40 hours of PTO or vacation time in reserve from the mandatory drawdown requirement. A part-time employee may elect to keep a proration of 40 hours of PTO or vacation in reserve, based on their status. The employee must specify at the time leave is requested the type and amount of paid time off that the employee will be reserving.
- (3) For FMLA leaves governed exclusively under Federal law, the employee must meet all notice and eligibility policy requirements governing the paid leave, unless SOFD specifically waives the provisions. If an employee fails to meet the paid leave policy requirements, the Federal FMLA leave will be unpaid.

#### **Section 8 – Continuation and Accrual of Benefits During Leave**

- (1) Coverage under any group health plan will be maintained for the duration of an eligible

employee's leave at the same level and under the same conditions as if the employee continued to work. This means that in order to continue group health coverage during the employee's FMLA leave, the employee must continue to pay the same share of the health insurance premiums as the employee did prior to leave. SOFD will also continue to pay any portion of group health insurance premiums for coverage that it was responsible for paying immediately prior to the leave as required by law.

- (2) It is the employee's responsibility to make arrangements with the Chief or Chief's Designee for making premium payments for group health insurance during leaves. For employees using paid leave during FMLA, the employee's share of premiums will be paid through SOFD's normal payroll deduction method. If an employee is on unpaid FMLA leave, the employee must make advance arrangements with Chief or Chief's Designee to make timely payments.
- (3) To the extent permitted by law, SOFD reserves the right to require an employee to place up to eight weeks' health insurance premiums in escrow prior to leave, or to discontinue coverage if such premiums are received more than thirty days late.
- (4) The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.
- (5) Benefits will not accrue during unpaid FMLA leave. However, if an employee uses accrued paid leave during FMLA leave, benefits will accrue as indicated by SOFD during use of that paid leave.

#### **Section 9 – Leave Status and Return to Work**

- (1) An employee who fails to return to work at the end of the FMLA leave will be considered to have voluntarily terminated unless the employee was unable to return due to a continuing serious health condition, health care emergency, or other reasonable excuse. In that circumstance, the employee must provide advance notification to SOFD of the reason the employee is unable to return.
- (2) While on continuous FMLA leave, SOFD requires an employee to periodically confirm leave status and the employee's intention to return to work. Any employee who decides while on leave that he or she will not be returning to work at the end of the leave should immediately inform SOFD.
- (3) A returning employee must contact the Chief or Chief's Designee and his or her supervisor during business hours to confirm the employee's return to work date.
- (4) Employees able to return to work prior to their approved leave end date must notify Chief or Chief's Designee preferably at least one (1) week, but no later than two (2) full working days, prior to their new return date.

- (5) If leave is due to the employee's serious health condition, the employee may be required to present a Fitness for Duty Certification to their supervisor upon returning to work.
  
- (6) An employee returning from FMLA leave will be entitled to reinstatement to the same job or an equivalent job with the same pay, benefits, and terms and conditions of employment as if the employee had continued working. However, this right to reinstatement will not apply if leave continues after the FMLA leave is exhausted or if the employee indicates that he or she will not return from FMLA leave to work at SOFD. This policy does not entitle an employee to any right, benefit, or position of employment other than those to which the employee would have been entitled, had the employee not taken leave. SOFD reserves all rights concerning restoration of employment or denial of same under State or Federal law.

### **Harassment & Workplace Violence Policy**

The Department is committed to providing a work environment that provides employees with equality, respect, and dignity. In keeping with this commitment, the Department has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Department will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. The Department will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

**Sexual Harassment** Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee’s employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee’s work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; **foul or obscene language**; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti or cartoons; and repeated requests for dates. Department policy further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female. The Department encourages reporting of all perceived incidents of sexual harassment, regardless of who the

**Commented [AN6]:** Agree with this being here but want to make sure it's not weaponized - in the nature of this work there may normally be some reasonable expectation for some degree of this to occur - perhaps we simply state “excessive use of foul or obscene language”

offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, Deputy Chief or Fire Chief.

**Procedures for Reporting and Investigating Harassment**

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a supervisor, co-worker, vendor, visitor or client, should promptly notify their immediate supervisor, or Fire Chief or the Fire Chief’s designee. If the employee’s immediate supervisor is involved in the incident, the employee should report the incident to the Fire Chief. The Department takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Department.

The Department prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

**Penalties for Violation of Anti-Harassment**

If it is determined that inappropriate conduct has occurred, the Department will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the Department deems appropriate under the circumstances and in accordance with applicable law.

### **Bereavement Leave**

Employees are granted funeral leave in accordance with the following rules:

~~Bereavement leave will apply in case of each death on the immediate family which is defined as spouse, children, brother, sister, parents, grandparents or grandchildren of an employee, or of their spouse.~~

~~In case of death of the employee's spouse, child, stepchild, father or mother, stepfather, stepmother, father-in-law, mother-in-law,~~ The employee may use up to ~~threesix (36)~~ paid workdays for forty (40) hour employees and up to ~~three-two (23)~~ workdays for fifty-six (56) hour employees.

~~receive one (1) day of funeral leave in the event of the death of an aunt or uncle~~

In case of the death of the employee's ~~brother, sister, son-in-law or daughter-in-law, grandmother, grandfather (and step relation of the same relationships) niece, nephew or grandchild~~ uncle or aunt, or that of their spouse, employee may use up to ~~four-one (41)~~ workdays for forty (40) hour employee and up to ~~two-one (21)~~ workdays for fifty-six (56) hour employees.

~~In case of the death of the employee's, aunt, uncle, brother-in-law or sister-in-law, employee may use up to two (2) workdays for forty (40) hour employees and up to one (1) workday for fifty-six (56) hour employees.~~

**Commented [AN7]:** General question in the distinction between 40 hr and 56 hr employees are. May want to have some discussion about that at the meeting.

#### **Modified Duty/Return-To-Work Policy**

The Department strives to promote a successful recovery from any work-related injury and has set up guidelines when an employee returns to work with restrictions. The opportunity for modified duty is reserved for those employees with temporary restrictions. Any corresponding reduction in job performance expectations is also only temporary.

The Department will accommodate, as much as reasonably possible, an employee's work restrictions for any work-related injury. The decision as to whether there is modified duty work available that is consistent with the employee's restrictions will be made on a case-by-case basis. The Department does not have any permanent modified duty positions. It is the employee's responsibility to be aware of their medical restrictions at all times and to communicate them to their supervisor. Employees should not attempt tasks that exceed their restrictions. If an employee has questions about the task(s) at hand and his/her restrictions, they should talk to his/her supervisor immediately. Employees must also comply during non-work hours to ensure that restrictions are maintained.

Modified duty assignments will not exceed six (6) weeks. The Department will review a modified duty assignment on a periodic basis to determine whether to extend the light duty assignment beyond the initial time period and for how long. Any such decision by the Department will again be on a case-by-case basis.

The Department counts time an employee with a work-related injury spends at a medical appointment during their regularly scheduled hours as time worked and, therefore, compensable. If an employee schedules a medical appointment outside of their regularly scheduled hours for a work-related injury, the time spent obtaining medical care is not considered compensable. However, an employee, who is required to schedule a medical appointment outside of their regularly scheduled work hours for a work-related injury because the medical care provider does

not have office/clinic hours that coincide with the employee's regular hours of work and not due to the convenience or preference of the employee, will be paid for the time spent obtaining the necessary care. Such time shall not result in the payment of overtime to the employee. Employees must work with and get approval from their supervisors for compensable medical appointments.

Actual restrictions guide the Department toward job selection. Modified duty assignments can include, but are not limited, to the following:

- Conducting Fire Inspections
- Clean/wax trucks or equipment
- Clean bay areas
- Perform office functions
- Complete computerized reports and miscellaneous data entry
- Review manuals and maintain certifications
- Train others and review procedures
- Shred outdated materials
- Perform janitorial services

When an employee returns to full duty, they must provide a doctor's note with a full release to return to normal job duties.

**Nepotism Policy (promotion, hiring, process)**

For the protection of the Department’s assets and development and maintenance of an equitable working environment, the Department may limit the hiring, promotion, and transfer rights of persons who have an immediate family member employed by the Department. For purposes of this policy, immediate family members include anyone in a direct relationship by blood or marriage up to and including first cousin. Included are spouse, parent, child, sibling, grandparent, grandchild, and first cousin of the employee or the employee’s spouse or any person residing in the employee’s household.

**Procedure**

~~No immediate family member of a current employee will be hired, transferred, or promoted where such personnel action would result in:~~

~~Any situation where the employment of two family members would result in the possibility of fraud.~~

**Commented [AN8]:** Was there intended to be more restrictions here? If not, this can just be incorporated into the sentence. However, this probably needs more provisions listed in it regarding the hiring, discipline, reporting structure, etc.

**Open Door Policy**

Communication is a joint responsibility shared by the Department and its members. If members have any questions about the information contained herein or about any other aspect of their job, the department welcomes questions. Members opinions, suggestions, and questions are important to the department. Members should feel free to talk to their supervisor about issues at work which concern them following their chain of command. The department will provide honest, straightforward responses to questions and comments.

Members of the Command Staff shall at all times keep their office door open unless there is need for a private conversation, either in person or electronically, in which case the door can be closed for the duration of those events.

**Commented [AN9]:** Thought something to this effect should be added since it's been an issue in the past

**Informal Complaint Procedure**

Generally, if members are having problems with another individual, management encourages members to attempt to resolve the conflict between themselves. If that does not resolve the problem, members should go to their immediate supervisor next. In some cases, the supervisor may decide to refer the problem to the next higher level of management. We encourage members to talk to others to prevent a small conflict from growing into a larger one.

Participating in an informal complaint process does not preclude an employee from seeking a remedy through the Grievance Procedure.

**Smoke-Free Workplace Policy**

~~The Department is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required by state law, and also motivated by our desire to provide a healthy work environment for our employees, the following smoking policy has been adopted and shall apply to all employees of the Department.~~

~~Smoking in Department buildings is prohibited, as a matter of Department policy and as provided in Section 101.123, Wisconsin Statutes. Additionally, smoking in all vehicles owned or leased by the Department is prohibited.~~

~~Smoking is defined as "...carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment." See Section 101.123 (1)(h), Wisconsin Statutes.~~

~~The department believes that the spirit of thoughtfulness and cooperation which is characteristic of Department employees is adequate to resolve any disputes which might arise under this policy. Where disputes cannot be resolved, the rights of the non-smoker shall be given precedence.~~

**Commented [AN10]:** What about vaping or smokeless tobacco? There is discussion later in this document referring to these things but the text is not consistent here.

~~Employees who violate this smoking policy may be subject to disciplinary action, up to, and including immediate discharge.~~

~~The Department is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required by state law, and also motivated by our desire to provide a healthy work environment for our employees, the following smoking policy has been adopted and shall apply to all employees of the Department.~~

~~- Smoking, vaping, or the use of tobacco or smokeless tobacco is prohibited in all buildings owned or leased by the Fire Department, and all Fire Department vehicles owned or leased as a matter of Department policy and as provided in Section 101.123, Wisconsin Statutes  
Smoking is defined as "...carrying a lighted cigar, cigarette, pipe, or any other lighted smoking equipment." See Section 101.123 (1)(h), Wisconsin Statutes.~~

~~- The department believes that the spirit of thoughtfulness and cooperation which is characteristic of Department employees is adequate to resolve any disputes which might arise under this policy. Where disputes cannot be resolved, the rights of the non-smoker shall be given precedence.~~

~~- Employees who violate this smoking policy may be subject to disciplinary action, up to, and including immediate discharge.~~

### **Drug-Free Workplace Policy**

It is the policy of the Department to maintain a drug-free workplace for all of its employees. Drug use, including alcohol consumption, both on and off the job, can have a significant impact on an employee's job performance and can threaten an employee's own personal well-being and safety, as well as the safety of other Department employees.

Employees are expected to report to work free from any substances that could inhibit their ability to safely perform their duties. The unlawful use, possession, distribution, dispensing or manufacture of an illegal drug while on duty, on or off Department property, is absolutely prohibited.

Failure to comply with this policy will lead to disciplinary action up to and including discharge.

**Prescription Drugs.** An employee who is taking any legally prescribed or over-the-counter medication that may affect the employee's behavior, performance, or fitness to work, should report the prescribed use of the medication to the employee's direct supervisor. The employee taking such medication has an obligation to discuss with his prescribing medical provider any potential side effects of the medication that may affect the employee's ability to safely and/or effectively perform job duties. If the medical provider indicates that the medication may interfere with the employee's ability to safely and/or effectively perform job duties, then the employee is required to obtain a written statement from the medical provider outlining any potential work-related restrictions necessitated by taking the medication and the duration of the restrictions. Should the Department have reason to verify prescription information with the treating physician under circumstances when the Department has a reasonable concern over the safety or impairment of the employee, the employee will be expected to authorize release of such information.

Unless dictated by safety concerns or as a necessary negotiated accommodation, no employee should inform other coworkers of the necessary possession of prescription medication on the premises or during working hours.

**Reasonable Suspicion Testing.** The Department may request that an employee submit to a screening test if there is reason to believe that the employee's health or ability to perform work is impaired. If the employee is asked to submit to testing under these circumstances, the employee, as a condition of continued employment, must consent to and pass the screening test.

### **Telephone Usage Policy**

Access to the Department telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Department's mission and should comply with applicable rules and regulations.

The Department telephone system is always the property of the Department. By accessing the telephone system through facilities provided by the Department, members acknowledge that the Department has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

Employees are responsible for having their work provided cell phone available and charged at all times. If the work provided cell phone has any security measures, such as personal identification number ("PIN"), the PIN or security measure must be shared with the Chief or his/her designee. If the Chief or his/her designee requests the PIN, employees must provide the information in a time-sensitive manner. Failure to provide the requested information may be considered theft and subject the employee to disciplinary measures. This responsibility applies regardless of whether the employee is on-duty or off-duty.

Members should use common sense and their best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cellphone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Department as well as of fellow employees unless consent is provided by the Chief or his/her designee. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

Employees should reference the current department policy on telephone and camera use. This policy has been developed to provide additional guidance for appropriate use of cell phones and cameras while on duty.

The Department prohibits the use of handheld cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment.

Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

## **Chapter 4: Full-Time Employees**

### **Probationary Period**

All full-time employee hires and appointments covered under this manual, including new hires, promotions, transfers and re-hires, are subject to a twenty-four (24) month probationary period, which is considered an integral part of the employee evaluation process. The probationary period provides the employee an opportunity to demonstrate his/her suitability for the position through actual work performance. It also provides the department with an opportunity to train the employee and evaluate the employee's ability to meet the demands of the position. Employees are always encouraged to seek advice that aids them in successfully performing the duties of the job.

Paid-on-call and part-time employees are subject to all the conditions above.

Extension of the standard twenty-four-month probationary period may be initiated by the Fire Chief. Employees will be notified in writing of any extension of the probationary period prior to the conclusion of their initial probationary period.

The completion of the probationary period does not alter the at-will relationship. All employees have the right to terminate the employment relationship at any time with or without cause, and the Department retains the same right.

**Leave of Absences**

Employees may be granted subject to the approval of the Department (unless such leave is required by State or Federal law), a leave of absence up to three (3) months, provided that the employee makes prior application. A leave of absence shall not be granted for the purpose of seeking other employment. All requests for leave of absence shall be made in writing to the Fire Chief.

In the event an employee would like to take family or medical leave, the Department must be notified at least thirty (30) days before the date on which leave is to begin, except in the case of an emergency. The request form is available from Administrative Assistant/Human Resources. The failure to timely notify the Department may result in a delay of leave until proper notice is received.

### **Jury Duty**

The Department encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury or for mandated court obligations or appearances before a public body in connection with Department business, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. The Department will provide additional documentation in this regard, if necessary, to obtain such postponement. Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call your supervisor periodically to keep him or her apprised of your status.

Employees will receive their regular straight-time wage for scheduled straight time hours during the period of absence, provided that the compensation received for jury duty, less parking expense and mileage, is returned to the Department. The term "compensation" includes the jury fees but excludes the mileage and parking expenses. When an employee is excused from jury duty before the end of a normal workday, the employee shall return to work unless excused by his/her supervisor. A twenty-four (24) hour shift employee on jury duty will not be required to return from jury duty to finish his/her shift if that employee is to report for jury duty the next day.

**Paid Holidays**

All administrative full-time and part-time employees receive the following holidays off if scheduled to work on those days:

New Year's Day	Thanksgiving Day
Easter	Floating Holiday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
	Floating Holiday

**Commented [AN11]:** Move to the end of the list - are there guidelines surrounding the sue of the floating holiday?

**Commented [AN12]:** Move to the end of the list - are there guidelines surrounding the sue of the floating holiday?

Part-time employees should take their holiday day off into consideration when determining the threshold of hours they need to remain under per week.

If a holiday falls on a Saturday, the Administration office is closed on Friday. If it falls on a Sunday, the Administration office is closed on Monday. If Christmas Eve/Day and New Year's Eve/Day fall on Saturday and Sunday, the Administration office is closed on Friday and Monday. Operations Battalion Chiefs receive the actual holiday off in these instances rather than the Friday before or Monday after the holiday off.

Non-exempt employees will be compensated in accordance with holiday premiums as outlined in this handbook.

**Full-time, Non-Exempt**

Full-time, non-exempt employees who are assigned to the 56-hour work schedule will receive a holiday stipend in lieu of time off. Each employee will earn up to 10 days (240 hours) of pay at the employee's regular hourly rate less state and federal withholding tax. This pay is prorated based on the holidays worked in the year. Holiday pay shall be paid on the first pay period in December (subject to deduction to over payment for any employee who leaves before the end of the year not accrued).

### **Sick Leave**

Eligibility for sick leave shall be after the completion of six months of employment with the Department. Each full-time member on a 24-hour shift shall accumulate eight hours of sick time per month during the year. After an employee utilizes two or more consecutive sick days the Chief may require the employee to produce a doctor's certificate prior to returning to work stating the nature of the illness and verify that the employee was unable to report for duty. The maximum accumulation of sick shall be 2,160 hours for 24-hour shift employee. The Maximum accumulation for sick time of a 40-hour shift employee is 1,440.

When you are absent from work due to an illness, injury or medical appointment, you must notify your immediate supervisor soon as you are aware that you will be late or unable to report to work, and no later than one hour prior to their appointed start time except in an emergency in order to receive compensation. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When an absence is due to illness, the Department reserves the right to require appropriate medical documentation. Such documentation must include your name, the date and time you were seen by a medical professional, and if applicable, specific instruction regarding your care and ability to return to work and perform your job.

A medical excuse shall be provided for an absence of three (3) or more consecutive workdays for forty (40) hour per week employees or two (2) or more consecutive workdays for fifty-six (56) hour work week employees.

**Commented [AN13]:** This is common for vacation but for sick time? What is someone is actually sick?

**Abuse of Leave**

The Department may investigate the alleged illness of an employee absent from work on medical leave. False or fraudulent use of medical leave shall be cause for disciplinary action up to and including dismissal.

**Payout on Retirement**

Upon retirement under the Wisconsin Retirement System, an employee who is enrolled in the SOFD's health insurance will be allowed to choose one of the following options: (1) if an eligible retiring employee elects to continue coverage under the SOFD's group health plan, a monthly SOFD contribution toward the retiree's premium in the amount of \$725 for a single health insurance plan or \$1,800 for a family health insurance plan, for a period of time not to exceed one month for each ten days of accumulated, unused medical leave; or (2) in lieu of the premium payments described in item (1), a taxable cash payment equal to 50 percent of the premium paid by the SOFD for similarly situated active employees who participate in the SOFD's group health plan, which will be paid out in substantially equal installments annually over the period described above during which the retiree is eligible for a SOFD contribution towards the retiree's health insurance. To receive the cash payment described in item (2) above, the eligible retiree must make an election consistent with the SOFD's benefits plan. The SOFD will deduct the cost of the employee's contribution from their final paycheck. After an eligible retiree has exhausted the retiree health insurance benefits described above, the employee and/or her/his spouse may elect to maintain coverage under the SOFD's group health plan and the retiree will be solely responsible for the full cost of continued coverage. The SOFD may modify or terminate this policy at any time.

**Accumulation Changes**

A member who moves from a fifty-six-hour work week position to a forty-hour work week position will have their bank of unused medical leave adjusted to reflect the change in accumulation based on schedule (bank of unused medical leave will be divided by a factor of 1.5). The member will accumulate and utilize medical leave as described above. If a member moves from a forty-hour work week position to a fifty-six-hour work week position, their bank of unused medical leave will be adjusted to reflect the change in accumulation based on the schedule change. (The bank of unused medical leave will be multiplied by a factor of 1.5). The member will accumulate and utilize medical leave as described above.

**Vacation**

No vacation time may be carried over from year to year for line personnel.

Vacation schedules shall be approved by the employee's Supervisor per the Chief's Vacation Picking Directive.

Command Staff working a 24 shift may carry 48 hours of PTO over from year to year. A 40 hour a week employee may carry over 80 hours of PTO from year to year. Any unused PTO time not used will be added to the employee's medical leave bank.

Following the completion of the anniversary year of service, non-administrative employees are entitled to an annual vacation leave with pay according to the following years of service schedule:

YEARS OF SERVICE	40 HOUR EMPLOYEES	LINE PERSONNEL	COMMAND STAFF
		56 HOUR EMPLOYEES	56 HOUR EMPLOYEES PTO DAYS
1	10 DAYS	7 DAYS	15 DAYS
2	12 DAYS	9 DAYS	15 DAYS
4	14 DAYS	10 DAYS	17 DAYS
7	16 DAYS	12 DAYS	17 DAYS
12	24 DAYS	14 DAYS	19 DAYS
18	32 DAYS	16 DAYS	21 DAYS

Employees shall be granted vacation on the above basis pro-rated on the part-time employee's full time equivalent.

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**Commented [AN15]:** Is this schedule consistent with Mequon of is this unique to SOFD. It seems to be a faster than normal accrual of vacation. 32 days is 6.4 weeks! If this is a carry over from the old contract we might want to rethink it. Probably needs discussion, if for no other purpose that to understand the policy better.

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**Uniform Allowance**

Employees employed full-time a minimum of twelve (12) months prior to the first pay period in December, shall receive an annual uniform allowance of six hundred twenty-five dollars (\$625.00), less all applicable state and federal withholding tax. Such payment will be made during the first pay period in December. A new full-time employee with less than twelve months of employment will be eligible for a prorated uniform allowance based on the number of full months worked from the employee's date of hire to the following December 1<sup>st</sup>.

**Wisconsin Retirement Fund**

The Department shall make the required contribution to the Wisconsin Retirement Fund as established from time to time in Wis. Stats. § 40.05. Eligibility requirements and pension benefits shall be provided by statutes and the rules and regulations of the Wisconsin Retirement Fund.

**Retirement/Death Benefit**

\*For employees hired prior to January 1, 2012, upon retirement under the Wisconsin Retirement System, death, or if an employee retires due to injuries or illness which prevent the employee from physically or mentally performing his/her duties (or comparable duties with any other public or private sector employer), a regular, full-time employee shall receive two full working days of pay for each year of continuous service with the Department as of January 1, 2012. The rate of pay shall be determined by the employee's regular rate as of January 1, 2012. No additional days shall be accumulated after 30 years of service.

If the fire chief, police chief or a police captain hired prior to January 1, 2012, retires due to injuries or illness which prevent the employee from physically or mentally performing his duties, the employee shall receive three full working days for each year of continuous service on the department. The rate of pay shall be determined by the employee's regular rate upon January 1, 2012. No additional days shall be accumulated after 30 years of service.

\*Denotes legacy employees from the City of Mequon

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**General Employer Provided Insurances**

**Medical Plan**

The Department offers a medical plan to all full-time employees. Part-time employees, who work on a regular basis at least 30 hours per week, may also be included under the Department's health insurance program.

New employees are eligible for health and dental insurance on the first of the month following the date of hire. The amount of the employee's contribution to health insurance will be a predetermined percent determined by the Department. Non-represented employees may also be eligible for participation in health reimbursement accounts as determined by the Department.

Details of the plan(s) may be found in the benefit booklets. This Handbook does not constitute such a legal document. The Department offers medical coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. In the event of any conflict between the information contained in this Handbook and in the Department's SPDs, the SPDs shall govern. The plan(s) is subject to change at the Department's discretion.

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When an employee and/or dependent experiences a qualifying event that terminates their coverage on our health insurance plan they will continue to have coverage through the end of the month in which they are terminating coverage.

When an employee and/or dependent experiences a qualifying event that begins coverage on our health insurance plan the date of the qualifying event will be the first date of coverage.

**Dental Plan**

The Department offers a supplemental dental plan for eligible employees. The Department pays a percent of the monthly premium and employees contribute the remaining amount. Please refer to the dental Summary Plan Description for an explanation of the plan's benefits and limitations.

**Life Insurance Plan**

Eligible employees are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. The Department pays the basic premium for this program. The face value of this benefit is equal to one time the employee's annual salary. Employees may enroll in supplemental, additional units of coverage and/or spouse/dependent coverage at any time. For additional details and information please contact the Fire Chief.

**Employee Contributions Policy**

The Department's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits. A portion of the premium, up to a maximum per month, is contributed by the Department. Your contributory cost is deducted from your paycheck according to the following schedule.

1st Paycheck	2nd Paycheck
Health	Dental
Life	Vision

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**Eligibility**

Regular full-time employees are eligible for the benefits as described in this section of the handbook or if covered by a labor agreement with the Department, the benefits as outlined in the labor agreement.

Regular part-time employees who are scheduled to work thirty (30) or more hours per week year-round are eligible for pro-rated (to their normal weekly schedule) regular full-time benefits as described in this manual.

Part-time/seasonal/temporary employees are only eligible for benefits required by law or approved for that position.

### Communication

The Department uses an online platform to assist in the initial benefit enrollment process and the annual open enrollment process. Login information will be provided to all new employees during their first week of employment. The summary plan descriptions and related benefit plan documents are all posted on the Employee Navigator site.

Details regarding each benefit plan are contained in the Department's Benefit and Enrollment Guide. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents, which are available for your review through the Employee Navigate Benefits portal.

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Employees meeting the eligibility criteria for particular benefits may participate in the various insurance programs offered by the Department. You may review the eligibility criteria for each benefit in the Company's Benefit Booklet and/or the Summary Plan Description for the particular benefit. Periodically there will be an Open Enrollment period. If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment.

### Open Enrollment

The Department's Open Enrollment period is usually in October/November of each year. Notice is sent to all employees prior to the start date of the open enrollment period.

### Special Enrollment/Qualifying Event

Special Enrollments may take place if a modification is made mid-year to benefits and/or if an employee experiences a qualifying event. If an employee experiences a qualifying event, they should contact the Fire Chief as soon as possible but no later than 30 days after the qualifying event as defined by the IRS to discuss enrollment changes.

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### Income Continuation Insurance/Short-term Disability Plan

The Department furnishes short term disability in accordance with the State of Wisconsin Income Continuation Insurance plan. The Department pays the total premium for the income continuation insurance program for the 180- day waiting period. If an employee wishes to have a shorter waiting period, he/she will pay the additional premium required via payroll deduction.

### Vision Plan

The Department offers a vision plan for eligible employees. Please refer to the vision Summary Plan Description for an explanation of the plan benefits and limitations. Employees pay 100% of the premiums associated with the vision insurance plan.

### **Worker's Compensation Insurance**

To provide for payment of your medical expenses and for salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by the Department and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to your direct supervisor. This ensures that the Department can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to the Fire Chief.

### **Income Continuation Insurance**

Employees are eligible for the ETF Income Continuation Insurance. Employer and employee contributions will be determined annually by Employee Trust Funds.

### **Retirement/Pension Plan**

The Department pays the employer contribution to the State of Wisconsin Retirement System (WRS) for all employees. The employee and employer contributions are set by the WRS annually.

Employees looking to make additional contributions to their WRS account may do so and should contact the Fire Chief for additional information.

Becoming Vested: Vesting is the minimum number of years of employment you need to qualify for a retirement benefit. WRS members must be vested (and at minimum retirement age) to be eligible for a retirement benefit that includes employer contributions and the associated interest. You may have to meet one of two vesting laws depending on when your WRS employment first began:

- If you first began WRS employment after 1989 and terminated employment before April 24, 1998, then you must have some WRS-creditable service in five calendar years.
- If you first began WRS employment on or after July 1, 2011, then you must have five years of WRS-creditable service.

If neither vesting law applies, you were vested when you first began WRS employment.

If you first became WRS eligible on or after July 1, 2011, you need five years of creditable service to be eligible for a retirement annuity or lump-sum retirement benefit.

- The full-time equivalent of one year of creditable service for our employees is 1,904 hours.

If you are not vested when you terminate all WRS employment, you are only eligible for a separation benefit, which includes your employee contributions, additional contributions (if applicable), and interest. You will lose your employer contributions and associated interest.

### **Minimum Retirement Age**

If you are vested and terminate all WRS employment, you may apply for a retirement benefit once you reach minimum retirement age for your employment category. This is age 55 for most employees and age 50 for protective category employees.

Normal retirement age is when a member may apply for a full retirement benefit that is not subject to an age reduction factor. The normal retirement age by employment category is:

General employees - age 65

Protective occupation employees - age 56 or 54

For more information visit the ETF website at [etf.wi.gov](http://etf.wi.gov) for retirement benefits information.

### **Wisconsin Deferred Compensation Plan**

The Wisconsin Deferred Compensation (WDC) Program is an optional, supplemental retirement savings plan for all working state and university employees. Local government and school district employees may also use the WDC if their employers offer it.

The WDC is an Internal Revenue Code Section 457 deferred compensation plan. A 457 deferred compensation plan allows you to save money directly from your paycheck for retirement and offers tax benefits and different investment options.

### **Deferred Compensation**

An employee may elect, pursuant to Section 40.81(2), Wisconsin Statutes, to defer from each paycheck a specified amount by having the Department deduct such amount from the employee's paycheck. The amount deducted from an employee's paycheck shall be transferred by the Department to one of the Employer-approved deferred compensation providers as selected by the employee. An employee participating in the deferred compensation plan may change the amount of the deduction or eliminate the deduction by informing the Department's Administrative Assistant. Only the provider (not the Employer) is responsible for the administration of the deferred compensation plan, including the investment of the employees' funds.

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**Retirement/Death Benefit**

~~\*For employees hired prior to January 1, 2012, upon retirement under the Wisconsin Retirement System, death, or if an employee retires due to injuries or illness which prevent the employee from physically or mentally performing his/her duties (or comparable duties with any other public or private sector employer), a regular, full-time employee shall receive two full working days of pay for each year of continuous service with the Department as of January 1, 2012. The rate of pay shall be determined by the employee's regular rate as of January 1, 2012. No additional days shall be accumulated after 30 years of service.~~

~~If the fire chief, police chief or a police captain hired prior to January 1, 2012, retires due to injuries or illness which prevent the employee from physically or mentally performing his duties, the employee shall receive three full working days for each year of continuous service on the department. The rate of pay shall be determined by the employee's regular rate upon January 1, 2012. No additional days shall be accumulated after 30 years of service.~~

~~\*Denotes legacy employees from the City of Mequon~~

**Group Health Insurance**

(a) Department officials will enter into Health Contracts with carriers as determined by the Department.

(b) Coverage provided by the contracts is contained in the Group Health Booklet published by the carriers, which will be distributed to covered employees.

(c) The Group Health master contract controls coverage limits and the carrier has final control of eligible benefits.

(d) It shall be the employee's responsibility to notify the Department of any change in status for health insurance coverage. This shall include, but not be limited to, changing from family to single coverage or from single to family coverage. Such notification shall take place within thirty (30) days of the change in status. Failure to notify the Department shall result in the employee assuming responsibility for the additional cost until corrected.

(e) The Department reserves the right to change health insurance, or self-fund coverage, at any time for current employees or retirees.

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(f) Upon retirement, the employee will be permitted to participate in the Department's Medical Insurance Plan subject to the employee paying the full cost of his/her insurance.

(g) No employee shall make any claim against the Department for additional compensation in lieu of or in addition to the Department's contribution.

#### **Premium contribution**

(a) All employees eligible for and participating in Health Program(s) will pay an amount to be determined annually. Health insurance premium payments by the Department are subject to the minimum and maximum payments as certified by the State plan. However, it is understood that based on compliance with the provisions of the Employee Trust Fund 40.10 Wisconsin Administrative Code, employees may be required to make higher contributions towards the cost of their selected health insurance plan.

1. For regular, part-time non-line employees who are regularly scheduled to work at least twenty (20) hours per week, the Department will pay, on the same basis as offered to full-time employees, one-half of the cost of single plan Health Insurance coverage, three-fourths of the cost of single plan Health Insurance coverage after the employee complete three (3) years of service, and full single plan coverage after the employee completes five (5) years of service. The one-half-three-fourths and full single plan coverage will be based on the amount that the Department would pay for single plan coverage if the part-time employee were a full-time employee. All employee payments for Group Health Insurance will be made by means of payroll deductions.

(b) The Department's contribution will continue during any approved absence with pay or any leave covered by Federal or State law. Employees on an unpaid leave of absence that is not covered by Federal or State law may continue to maintain their Group Health Insurance coverage provided they pay the full premium by the tenth of the month.

~~(c) Upon retirement under the Wisconsin Retirement System, such employees and/or their spouses may continue to maintain their Group Health Insurance coverage. The employer will make a monthly contribution toward the premium in the amount of the Group Health Insurance coverage for the Department effect on January 1, 2013, for a period of time not to exceed one (1) month for each ten (10) days of accumulated, unused Medical Leave (amended to use the correct term). The Department will deduct the cost of the employees' contribution from their final paycheck.~~

(d) Upon the death of an employee, the employee's spouse and/or dependent children may continue to maintain the Group Health Insurance coverage as provided for under COBRA. The Employer will make a monthly contribution toward the premium in the amounts specified in Section 24.19 (2) (a) of the Personnel Code for a period of time not to exceed one (1) month for each ten (10) days of accumulated, unused paid illness/injury leave at the time of death.

#### **Notification of Group Insurance Continuation Policy**

(1) All regular, full-time employees under this Code shall receive term life insurance in the amount equal to their gross annual salary, rounded off to the next one thousand (\$1,000.00) dollars. Any premiums for additional life insurance shall be paid by the employee through payroll deduction.

(2) The Department shall pay the full premium for such insurance for regular employees that qualify under WRS.

(3) Eligibility requirements and benefits shall be as provided by Statutes and the rules and regulations established by the Group Insurance Board of the State of Wisconsin. All insurance policies within this Code (Group Health, Group Dental, Group Long-term Disability and Group Life) are subject to the underlying terms and conditions of the insurance policies and may be changed at the discretion of the Employer.

#### **Car and Expense Allowance**

Due to limited staffing and the size of the organization, off-duty administrative members are relied upon to support the Department and are often called-in from home to provide that support. Below are guidelines for the assignment and use of take-home vehicles.

- Take home vehicles are provided to personnel who are considered critical to the provision of prompt service to the public for major fire, rescue and emergency medical incidents.
- Assignments of take-home vehicles are based on the availability of vehicles, and at the assignment of the Chief.

## **Chapter 5: Paid On Call Staff**

### **Probationary Period**

All full-time employee hires and appointments covered under this manual, including new hires, promotions, transfers and re-hires, are subject to a twenty-four (24) month probationary period, which is considered an integral part of the employee evaluation process. The probationary period provides the employee an opportunity to demonstrate his/her suitability for the position through actual work performance. It also provides the department with an opportunity to train the employee and evaluate the employee's ability to meet the demands of the position. Employees are always encouraged to seek advice that aids them in successfully performing the duties of the job.

Paid-on-call and part-time employees are subject to all the conditions above.

Extension of the standard twenty-four-month probationary period may be initiated by the Fire Chief. Employees will be notified in writing on any extension of the probationary period prior to the conclusion of their initial probationary period.

The completion of the probationary period does not alter the at-will relationship. All employees have the right to terminate the employment relationship at any time with or without cause, and the Department retains the same right.

**Paid Holidays**

The holiday begins at 07:00 hours the morning of the holiday calendar date and concludes at **07:00 on the day following the holiday date.**

**Paid-on-Call Holidays**

Paid on call employees who are scheduled to work within the defined period of a holiday will receive double time for on-call hours, and double time for call pay for the first hour, with straight time beyond one hour.

Paid-on-call members who are not scheduled, though report to the station for an "All-Call" will be compensated at double time for the first hour, with straight time beyond one hour.

**Paid-on-Premises**

Paid-on-premises employees who are scheduled to work within the defined period of a holiday will receive time and one-half their defined hourly rate. Paid-on-premises are not entitled to per call pay.

**Uniform/Clothing Allowance**

All department members must adhere to current departmental uniform policies.

New employees will be issued uniforms upon being hired: (1) pair of pants, (1) duty belt, (2) department t-shirts, (1) department polo, (1) department jacket.

Full-time employees will be issued uniform items above including: (1) short sleeve uniform shirt, (1) long sleeve uniform shirt.

**PAID-ON-PREMISES, and PAID-ON-CALL EMPLOYEES**

Hours (Jan 1 – December 1) (On-call, On-Premises)	Allowance (First Pay Period in December)
2,000	\$400.00
1,500	\$200.00
500	\$100.00

**Wisconsin Retirement System**

The Employer shall pay the Employer's required contribution to the Wisconsin Retirement System. The Employee shall pay the full amount of the required employee contribution to the Wisconsin Retirement System as all other Department employees. Eligibility requirements and pension benefits shall be as provided by Statutes and the rules and regulations of the Wisconsin Retirement System.

**Life and Disability Insurance**

In addition to Worker’s Compensation Insurance, the Employer shall provide Employees with the accidental death & disability insurance that provides not less than the following benefits and benefit levels:

**CLASS 1: BENEFITS**

<b>Accidental Death and Dismemberment Catastrophic Loss Benefit:</b>	<b>Principal Sum:</b>	\$50,000.00
<b>Accident Medical Expense Benefit:</b>	<b>Maximum Benefit Amount:</b>	\$1,000.00
	<b>Deductible Amount:</b>	\$0.00
<b>Accident Total Disability Benefit:</b>	<b>Weekly Benefit Amount:</b>	\$200.00
	<b>Maximum Payment Period:</b>	To Age 65
<b>Accident Partial Disability Benefit:</b>	<b>Weekly Benefit Amount:</b>	See Benefit

	<b>Maximum Payment Period:</b>	To Age 65
<b>Rehabilitative Employment Benefit:</b>		Covered: See Benefit
<b>Accelerated Benefit (Living Benefit Option):</b>	<b>Principal Sum:</b>	See AD&D Benefit
	<b>Maximum Benefit Amount:</b>	\$25,000.00

**STANDARDS OF CONDUCT:**

**A. Violation of Rules:**

1. Members shall not commit any acts or omit any acts which constitute a violation of any explicit rule, regulation, Special Order (SO), Policy, Administrative Directive or Standard Operating Guideline (SOG), whether stated in this policy or elsewhere.
2. Members shall abide by all policies, rules, and practices of the Southern Ozaukee Fire Department.
3. Members shall promptly communicate to their superior officer any violation of the Department Rules or disobedience of orders by any other member that may come to their knowledge.
4. Members shall accept responsibility for their actions without attempting to conceal, divert, or mitigate their true culpability, nor shall they engage in efforts to thwart, or interfere with an internal or criminal investigation.

**B. Unbecoming Conduct:**

1. Members shall not conduct themselves in any manner while on or off duty, that in words, deeds, or gestures, creates an atmosphere or situation that is detrimental to the Department or outside the accepted norms of conduct in society.
2. Unbecoming conduct shall include that which brings the Department into disrepute or reflects discredit upon a member of the Department, or that which impairs the operation or efficiency of the Department or member.

**~~C. Immoral Conduct:~~**

- ~~3~~1. Members shall maintain a level of ~~moral~~ conduct in their personal and business affairs which is in keeping with the highest standards of the firefighting profession.
- ~~4~~2. Members shall not participate in any incident involving moral turpitude, which impairs their ability to perform their job or causes the Department to be brought into disrepute.
- ~~5~~3. Members shall not engage in any sexual relations while on duty in any fire station, fire department vehicle, or on department property.

**Commented [AN22]:** Is morality enforceable? Part's 1 and 2 are rather broad and vague. Part 3 is specific enough to hold water. I agree with the principle behind this but worry about how it can be enforced as written if we ever attempted to use it as grounds for discipline.

**D. Conformance to Laws:**

1. Members shall not knowingly violate any law of the United States and of any state or local jurisdiction. A conviction for a violation of any law, which is a crime, shall be prima facie evidence of a violation of this section.
2. Members who are arrested, cited, or come under investigation for municipal ordinance violation, state forfeiture violation, and/or criminal violation shall report this fact to the Fire Chief within 24 hours of the initial law enforcement contact.
3. Members who are required to operate motor vehicles as part of the duties shall maintain a valid regular Wisconsin driver's license and immediately report to the Fire Chief any suspension and or revocation status.

**E. Reporting for Duty:**

1. Members shall report for duty at the time and place required by assignment or orders and shall be physically and mentally fit to perform their duties.
2. Members shall be properly equipped and cognizant of information which can be reasonably foreseen as required for the proper performance of duty so that they may immediately assume their duties.

**F. Attentiveness to Duty:**

1. Members shall be attentive to their duties. They shall not engage in any activities or

personal business which would cause them to neglect or be inattentive to duty

2. Inattentive behavior shall include that which adversely affects the operation and efficiency of the Department or the efficiency of the employees.

**G. Fictitious Illness or Injury Reports:**

~~1. Members shall not feign illness or injury, falsely report themselves ill or injured or otherwise deceive or attempt to deceive any official of the Department as to the condition of their health.~~

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**Commented [AN23]:** This is redundant with other parts of this document

**H. Sleeping on Duty:**

1. Members shall remain awake while on duty except during authorized sleep periods. If unable to do so, they shall so report to their supervisor, who shall determine the proper course of action.

**I. Leaving Duty Post:**

1. Members shall not leave their assigned areas or duties during a tour of duty unless directed to do so by their supervisor, authorized by a ranking officer/supervisor, or as the result of other urgent need.

**J. Meals:**

1. Members shall be permitted to suspend assigned activity, subject to immediate call at all times, for the purpose of having meals during their tours of duty, but only for such period of time, and at such time and place, and in such a manner as established by departmental procedures.

**K. Unsatisfactory Performance:**

1. Members shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions.

2. Members shall perform their duties in a manner which will maintain the highest standards of efficiency in carrying out the functions and objectives of the Department.

3. Unsatisfactory performance may be demonstrated by a lack of knowledge of the application of Department procedures; an unwillingness or inability to perform assigned tasks; the failure to conform to work standards established for the member's rank, classification or position, being absence without leave, repeated poor evaluations, or a written record of repeated infractions of rules, regulations, directives, or orders of the Department.

**L. Alcoholic Beverages and Drugs in Department Installations:**

1. Members shall not store or bring into any Department facility or vehicle ~~any~~ alcoholic

**Commented [AN24]:** Rewrite for clarity

beverages, controlled substances, narcotics or hallucinogens.

**M. Possession and Use of Drugs:**

1. Members shall notify their immediate supervisor if they have been prescribed narcotic or other medicines that contain a warning regarding adverse effects.

2. Members shall not unlawfully possess, consume or use any illegal or unauthorized drugs, medications, or medications on duty or off duty. Nor shall any member consume any unauthorized drug or medication in proximate time (eight hours) to his or her reporting for duty, nor shall he or she report to duty with evidence of having consumed such drugs or medication.

**Commented [AN25]:** Some of this is redundant with other parts of this document and Part O below - try to only say the same thing once

**N. Use of Alcohol on Duty or in Uniform:**

1. Members shall not purchase or consume intoxicating beverages while in uniform or on duty.

2. Members shall not appear for duty, or be on duty, while under the influence of intoxicants, or with an odor of intoxicants on their breath. Members shall submit to a drug and/or alcohol screening when a supervisor has reasonable suspicion that a member is using and/or is under the influence of drugs or alcohol.

**O. Use of Alcohol Off Duty:**

1. Members, while off duty and in public, shall refrain from consuming intoxicating beverages to the extent that it renders the members unfit to report for the next regular tour of duty.

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~~**P. Use of Tobacco:**~~

~~1. The use of tobacco products is prohibited within the Department municipal buildings, all Department owned and leased buildings, and all Department owned vehicles.~~

~~2. Members are prohibited from using tobacco products when on duty and in contact with the public, while in direct or open view of the public, and in any other place prohibited by state law, municipal ordinance, or against the wishes of the property owner.~~

**Commented [AN26]:** This states all tobacco products

**Q. Insubordination:**

1. Members shall promptly obey any lawful orders of their supervisor or a ranking officer. This will include orders relayed from their supervisor or a ranking officer by a member of the same or lesser rank.

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2. Members shall willfully observe and obey the lawful verbal and written rules, duties, policies, procedures, and practices of this Department.

3. Members shall also subordinate their personal preferences and work priorities to the lawful verbal and written rules, duties, policies, procedures and practices of this Department as well as to the lawful orders and directives of supervisors and superior command personnel of the Department.

4. Members shall willfully perform all lawful duties and tasks assigned by supervisors and superior-ranked personnel. Direct, tacit, or constructive refusal to do so is insubordination.

5. Members shall be subordinate and display courtesy and respect in words, deeds, gestures, and actions toward superior-ranked officers of this Department and other public safety agencies with which this Department cooperates.

**R. Unlawful Orders:**

1. Members shall not obey any order which they know, or should know, would require them to commit any illegal act. If in doubt as to the legality of an order, members shall request the issuing member to clarify the order or to confer with higher authority.

**S. Gifts, Gratuities, Bribes or Rewards:**

1. Members may accept gratuities from members of the public without subsequent obligation to the donor subject to the following:

a. At no time should a member ask for or claim an entitlement to any reward, gift or gratuity, even if it has been the long-established policy of an enterprise to offer them.

b. A member shall offer to pay the full amount due for any purchases made while on duty and/or in uniform. Further, he/she shall have sufficient funds available to complete the purchase and shall proceed with payment unless directed otherwise by the vendor.

c. Gratuities offered having a value of greater than \$25.00 shall be declined. In the event of the donor insisting on offering a gratuity of greater value, the member shall ask that the donor convey the gratuity to the intended recipient via the Office of the Fire Chief, so that it may be properly acknowledged by the department.

**Commented [AN28]:** \$5 seems a little low. Is \$15-20 more reasonable?

d. Gratuities shall not be accepted from any persons known to have a history of criminal convictions, known to be associated with any criminal enterprise, or known to be under investigation for any active criminal case.

e. Gratuities shall not be accepted from any persons or family members of persons currently seeking employment by the Fire Department.

f. Should any donor later raise the matter of a prior gratuity in the context of an expectation for subsequent special treatment, the member shall inform the donor that any gratuities offered with the stated intent of securing special treatment for the donor is a violation of the law.

**T. Abuse of Position:**

1. Members shall not use their official position, official identification cards, or badges:

- a. for personal or financial gain
- b. for obtaining privileges not otherwise available to them except in the performance of duty
- c. for avoiding consequences of illegal acts.

2. Members shall not lend to another person their identification cards or badges or permit them to be photographed or reproduced without the approval of the Fire Chief.

3. Members shall not authorize the use of their names, photographs, or official titles, which identify them as members, in connection with testimonials or advertisements of any commodity or commercial enterprise, without the approval of the Fire Chief.

**Commented [AN29]:** Just wondering when this would ever be necessary, with or without chief approval - seems like a risky practice

**U. Endorsements and Referrals:**

1. Members shall not recommend or suggest in any manner, except in the transaction of personal business, the employment, or procurement of a particular product, professional service, bondsman, mortician, etc.

2. In the case of ambulance or towing service, when such service is necessary and the person needing the service is unable or unwilling to procure it or requests assistance, members shall proceed in accordance with established departmental procedures.

**V. Citizen Complaints:**

1. Members shall follow established departmental procedures for processing citizen complaints. Members may attempt to resolve the complaint but shall never attempt to dissuade any citizen from lodging a complaint against any member of the Department.

**W. Identification:**

1. Members shall carry their department issued identification card on their persons at all times when on duty.

**X. Courtesy:**

1. Members shall be courteous to the public and other members of the Department.

2. Members shall be tactful in the performance of their duties, shall control their tempers, and exercise the utmost patience and discretion, and shall not engage in argumentative discussions even in the face of extreme provocation.

3. In the performance of their duties, members shall not use coarse, violent, profane, or insolent language or gestures, and shall not comment in an offensive manner concerning race, sex, religion, politics, national origin, lifestyle, or similar personal characteristics.

4. Members shall not engage in harassment as prohibited by the Department policy.

**Y. Requests for Assistance:**

1. When any person requests assistance or advice, or makes complaints or reports, either by telephone or in person, all pertinent information will be obtained in an official and courteous manner and will be properly and judiciously acted upon consistent with established departmental procedures.

2. Members shall during the line of duty, come to the aid of another member when a request or need is made known.

**Z. Associations:**

1. Members shall avoid associations or dealings with persons whom they know, or should know, are persons under criminal investigation or indictment, except as necessary to the performance of official duties, or where unavoidable because of other personal relationships of the members.

2. Members in doubt as to the application of this rule should report the circumstances in question to the Fire Chief for review.

**AA. Visiting Prohibited Establishments:**

1. Members shall not knowingly visit, enter or frequent a house of prostitution, gambling house or establishment wherein the laws of the United States, the state or the local jurisdiction are regularly violated except in the performance of duty or while acting under proper and specific orders from a ranking officer.

**BB. Gambling:**

1. Members shall not engage or participate in any form of prosecutable illegal gambling at any time, ~~except in the performance of duty and while acting under proper and specific orders from a ranking officer.~~

**Commented [AN30]:** When would this ever be necessary - seems we'd be better off not doing this at all....

**CC. Personal Appearance:**

1. Members on duty shall wear uniforms or other clothing in accordance with established department procedures.

**DD. Political Activity:**

1. No member shall engage in any political activity, except voting, while in uniform or on duty. Nor shall any member use the influence of his or her office in any manner for political purposes.

2. Members shall not by means of their uniform, badge, ID, or affiliation with the Department attempt to influence the vote of any person for any political candidate or issue.

3. Members shall not solicit, distribute, post or display any literature, sign, or other items pertaining to any candidate or issue on Department equipment or property or personal items authorized for use by the Department.

**EE. Dissemination of Information:**

1. Members shall treat the official business of the Department as confidential. Information regarding official business shall be disseminated only to those for whom it is intended, in accordance with established departmental procedures.

2. Members may remove or copy official records or reports from a department installation only in accordance with established departmental procedures.

3. Members shall not divulge the identity of persons giving confidential information except as authorized by proper authority.

4. Members shall not disclose, remove, or use in an unauthorized manner any report, record or other information belonging to or in the custody of the Department without the express permission of a Chief Officer.

**FF. Intervention:**

1. Members shall not interfere with duties being handled by other members of the Department or by any other governmental agency unless:

a. Ordered to intervene by a ranking officer, or

b. The intervening member believes a safety issue exists.

2. Members shall not undertake any investigation or other official action not part of their regular duties without obtaining permission from their supervisor unless the exigencies of the situation require immediate action.

**GG. Required Reports:**

1. Members shall submit all required reports on time and in accordance with established departmental procedures.
2. Reports submitted by members shall be truthful and complete, and no member shall knowingly enter, or cause to be entered, any inaccurate, false or improper information.

**HH. Use of Department Property:**

1. Members shall utilize department property only for its intended purpose, in accordance with established departmental procedures, and shall not abuse, negligently damage or negligently lose department property.
2. Damage shall be reported to a supervisor as soon as practical. All department equipment issued to members shall be maintained in proper order and returned upon request.

**II. Operating Vehicles:**

1. Members shall operate official vehicles in a careful and prudent manner and in conformance with all laws and all departmental directives pertaining to such operation.
2. In the event of an accident, the operator shall immediately notify the duty supervisor.
3. Loss or suspension of any driving license shall be reported to a supervisor immediately.

**JJ. Truthfulness:**

1. Members shall not willfully or knowingly make an untruthful statement, verbally or written, or knowingly omit pertinent information pertaining to his/her official duty as a member of the department.

**KK. Unauthorized Equipment:**

1. Members shall not possess any unauthorized personal equipment while on duty. Members shall not duplicate, or procure department badges, identification, or insignia without the authorization of the Fire Chief or the Chief's designee, nor shall members possess unauthorized keys, badges, identification, or insignia at any time.

Commented [AN31]: Is this defined somewhere?

**LL. Civil Actions:**

1. Members shall not commence civil actions for damages sustained in the line of duty without first submitting a report detailing the circumstances and the nature of the matter to the Fire Chief.

**MM. Public Criticism:**

1. Members of the department shall not publicly criticize the operations or personnel of Department if such criticism clearly undermines the discipline, harmony, or general efficiency of the department. The department recognizes that its members retain rights to expression and freedom of speech granted by the Constitution, whether on or off-duty; however, these rights do not allow for conduct which is disruptive to the function of the department's business.

2. Generally, conduct prohibited by this regulation includes critical public statements or overt actions regarding specific employees, order, or operations, and includes abusive, frivolous, or deliberately constructed false criticism.

**NN. Concealed Recording Devices:**

1. Members of the department are not to use recording devices surreptitiously for department business/relations on or off-duty, unless there is prior permission from a supervisor.

**OO. Committing Unsafe Acts or Endangering Self or Others.**

1. Members shall not commit acts or behave in such manner that has the potential for endangering or injuring themselves, property, or another person.

**PP. Cooperation with other Members, Employees, and Other Officials.**

1. Members are to seek affirmative ways to cooperate and work with other members, employees, supervisors, command staff, public officials and employees of any department with whom this department needs to have a good working relationship in order to deliver effective, efficient, and safe services.

2. Supervisors shall treat subordinates with the same courtesy and respect that is required of subordinates to display toward supervisors. Criticisms of a member or member's performance will be made directly to the subordinate and, when practical, in a private setting.

**Commented [AN32]:** Do we need some mention of following the chain of command here or in another section?

~~**QQ. Establishing Patterns of Absenteeism.**~~

~~1. Members shall not establish patterns of absenteeism. Establishing a pattern of absenteeism is in violation of this Department's rules regardless of whether any part of the absenteeism within the pattern has been approved or disapproved by management.~~

~~2. Each member shall maintain an acceptable level of availability for work during any regular reporting period.~~

**Commented [AN33]:** Parts of this are redundant with other parts of this document

**RR. Knowing, Observing, and Obeying all Directives, Rules, Policies, and Procedures.**

1. Members shall make an affirmative, consistent effort to observe and comply with the directives, rules, policies, standard operating guidelines, and traditions established for the effective, efficient, and safe operations of this Department. This standard applies to policies, standard operating guidelines, and traditions that are written as well as those established by past practice patterns.

Commented [AN34]: Added a comma

2. Affirmative effort as the term is used here means to self-initiate acceptable ways to comply. In other words, look for ways to comply with the standard and do not look to the exceptions to the standard.

**SS. Personal Use of Property, Equipment or Supplies.**

1. Members shall not use any Department or Department property, equipment, or supplies for personal use unless specifically authorized to do so by a Chief Officer.

**TT. Possession of Weapons.**

1. Members shall not possess or introduce into Department buildings or vehicles or equipment, any firearm, other weapon, or item that could be viewed as a weapon



**Southern Ozaukee Fire and  
Emergency Medical Services Department  
11300 N. Buntrock Avenue  
Mequon, WI 53092  
(262) 242-2530  
(262) 242-5042 Fax**

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TO: SOFD Fulltime Members

FROM: Fire Chief David L Bialk

Date: 11/13/2024

Subject: Administrative Directive 001 - Holiday Usage Payout/Time Off Request

#### Holiday Time Usage

Employees may take part or all their holiday hours in "time off" in leu of pay. Employees wanting "time off" in leu of pay shall have prior approval by the Fire Chief or his designee. Those hours which have not been taken off or have not been approved to be taken off as of the last day of the last payroll period of November shall be paid on the first pay period in December. Any hours which have been approved to be taken off after November 15th and subsequently, for any reason, are not taken off shall be paid on the next pay period in the new year at the previous year's rates.



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TO: SOFD Fulltime Members

FROM: Fire Chief David L Bialk

Date: 1/1/2025

Subject: Administrative Directive 002 – Comp Time

#### Comp Time Accumulation and Usage

Employees working overtime hours, attending training, or coming in for call back may receive their additional time in payment added to their paycheck or converted to Comp Time. Members may accumulate up to 96 hours of Comp Time per year. Employees taking Comp Time must submit a request prior to the next month's schedule being posted and must have approval by the Fire Chief or his designee. Comp Time request may be canceled by the Fire Chief or his designee. Those hours which have not been taken off or have not been approved to be taken off as of the last day of the last payroll period of November shall be paid on the first pay period in December. Any hours which have been approved to be taken off after November 15th and subsequently, for any reason, are not taken off shall be paid on the next pay period in the new year at the previous year's rates.

No amount of Comp Time can be rolled over from year to year.



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TO: SOFD Fulltime Members

FROM: Fire Chief David L Bialk

Date: 1/1/2025

Subject: Administrative Directive 003 – Work Mandates

Procedure for Work Mandates

Employees (who meet the requirements of the needed position) who are not currently scheduled to work will be contacted in order of department seniority (least first). Once a mandate shift is worked, the individual will move to the bottom of the mandate list.

Employees on vacation, or directly entering off-time connected to selected personal time, are not eligible for work mandates.

A work mandate cannot result in an employee working more than 96 hours consecutively. There must be a minimum of 24 consecutive hours off-duty in between 96-hour shifts.

NON-FULL-TIME SWORN EMPLOYEES

<b>CLASSIFICATION</b>	<b>2025</b>
Captain	\$27.40
Paramedic	\$26.74
Paramedic on Premises (POP)	\$33.99
Advanced EMT	\$26.48
Employee on Premises (EOP)	\$20.40
Motor Pump Operator	\$26.48
Firefighter and/or EMT	\$26.27
Probationary Step 3	\$21.09
Probationary Step 2	\$18.71
Probationary Step 1	\$16.34

Station Work	\$20.00
Weekday On-call	\$3.06
Weekend On-call	\$7.14
Call Response Premium	\$10.00
Lieutenant	\$27.02

Individual rates are paid while attending a call, with a one hour minimum, and paid in fifteen-minute intervals over one hour.

On-call rates are paid hourly and in addition to additional applicable pay rates.

Individual rates are paid for training, assigned vehicle inspections, and community education.

Employee on Premises (EOP) and Paramedic on Premises (POP) are not entitled to individual call pay or response premium when scheduled in these roles.

Call response premium is added once to each on-call response, not accruing based on time.

FULL-TIME SWORN EMPLOYEES, NON-EXEMPT

Firefighter/Paramedic, 2024 (2.75%)						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$57,041.00	\$62,102.00	\$67,164.00	\$72,225.00	\$77,287.00	\$82,349.00	\$87,415.00
Firefighter/Paramedic, 2025 (2.75%)						
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$58,609.63	\$63,809.81	\$69,011.01	\$74,211.19	\$79,412.39	\$84,613.60	\$89,818.91

Full-time sworn firefighter/non-paramedic will be paid eight percent less than their step until they have completed and received paramedic endorsement.

Full-time sworn firefighter/paramedics will be placed at a step at their time of offer by the Fire Chief. Employees will become eligible for a step increase at subsequent one-year anniversaries pending approval of the Fire Chief.