

**CITY OF APPLETON AND
APPLETON INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
TENTATIVE AGREEMENTS
OCTOBER 31, 2016**

ARTICLE 4 – HOURS OF WORK

- E. Whenever necessary because of insufficient staffing to fill crews, the Chief or his/her designee may call in off-duty personnel. Such call-ins shall be first by seniority within the classification and then by seniority among other qualified employees.
1. In the event that such vacancy or emergency involves a twenty-four (24) hour shift employee, ~~it shall be filled by dividing such shift into equal shifts of not more than twelve (12) hours and not less than six (6) hours.~~ The first employee who is called and is available for work shall report for the **time** available. ~~Employees called subsequently shall select their shift by seniority from those shifts that remain. Employees when called shall be given the option of working either twelve hours or twenty-four hours. If the vacancy is for less than twenty-four hours, employees shall be given the option to work the remaining hours of the first shift (0700-1900 hours) or to work all the available hours.~~ Notwithstanding the above, the Employer shall have the right to schedule employees to work up to twenty four (24) hours when sufficient personnel are not available to fill all shifts, ~~provided, however, that if two employees are utilized in these circumstances, they shall work equal shifts.~~
 2. In the event that all available employees are called and such vacancies cannot be filled as a result of employees refusing same, such vacancies shall be filled by assigning same to the employees with the least seniority by job classification. ~~Employees who refuse overtime shall forfeit that cycle and not be eligible again until that cycle has been completed.~~ In cases where contact cannot be made with an employee, he/she will be by-passed for that day but will again be eligible for the next vacancy or emergency.
 3. ~~Operations employees who take paid or unpaid leave shall not be eligible for overtime call-in from the last day they work until they again report to duty on their regular schedule.~~
- F. ~~If the City decides to require off-duty fire personnel to call in and receive permission to leave residential limits, this agreement shall be re-opened for the sole purpose of negotiating the impact of that decision. If such negotiations do not result in voluntary agreement, this matter shall be subject to final offer arbitration, pursuant to the provisions of State Statutes Section 111.77.~~

ARTICLE 5 – OVERTIME

Employees who are required by the City to attend training or whose attendance at such training is mandatory to maintain their position, shall be paid for reasonable travel time at the 56 hour overtime rate in lieu of any mileage reimbursement. This provision shall not apply to training held within a 10 mile radius from Station 1. ~~the boundaries of the Appleton School District or at the Neenah Campus of F.V.T.C.~~

Prescheduled overtime:

Overtime will be offered on an alternating basis, by event subject to the provisions below. ~~An employee who refuses to work when it is his or her turn shall lose their turn in the rotation, regardless of the length of the event.~~

ARTICLE 7 – LONGEVITY

~~Longevity of two hundred dollars (\$200) per year will be paid to employees having ten (10) years of service.~~

ARTICLE 9 – PENSION FUND CONTRIBUTIONS

~~Effective the first full pay period in January, 2014 employees agree to pay three percent (3%) contribution for funding benefits under the Wisconsin Retirement Fund. Effective the first full pay period in July, 2015 employees agree to pay the same contribution as general municipal employees for funding benefits under the Wisconsin Retirement Fund.~~

Employees agree to pay the same contribution as general municipal employees for funding benefits under the Wisconsin Retirement Fund.

ARTICLE 11 – VACATION

Fire Operations personnel shall pick their vacation on the basis of three (3) working day blocks, not to exceed the number of working days each person has accrued in accordance with paragraph B. After employees select the number of blocks to which they are entitled, any vacation days allowed but not scheduled, shall be permitted to be used as “floater” days. Such use shall be in accordance with the following:

- ~~a. The employee must give at least twelve (12) hours notice of his/her desire to use a floater.~~

~~During convention time, and PFFW Officers meeting on years where there is no convention, only two (2) from each shift for a total of six (6) can be on vacation at one time.~~

Vacation allowances shall not be cumulative and after the qualifications have been met for vacation, it must be taken between January 1 and December 31, or be lost, with the City not being liable for any compensation, except that Fire Support personnel shall be allowed to carry over up to one week of vacation to the following year, **up to three days (13.3 hours per day) can be deposited into the PEHP or HSA**, provided that written notice is given to the Chief no later than December 1.

When it is an employee's turn to pick vacation, he/she will have a period of ~~four (4)~~ **two (2)** hours after he/she has been notified in which to make his/her selection. If he/she does not pick in the allotted time, the next employee on the schedule will have the right to pick in order. Notification will not be made after 2100 hours. If an employee is on vacation or sick leave when it is his/her turn to pick, he/she will not be notified until his/her next scheduled work day provided, however, that an employee who is on extended leave (more than two weeks) may be contacted by the Employer to ensure the continuity of the selection process.

ARTICLE 12 – LEAVE OF ABSENCE

Paid leave for emergencies shall not exceed ~~six~~ **twelve** hours per incident without approval of the Chief or his/her designee.

Operations employees on the payroll on 1/1/11 shall receive 3 PTO days each year to be used as paid time off. Any PTO days not used as of December 31st will be paid pursuant to Article 14 – Post Employment Health Plan **or to the employee's Health Savings Account.**

ARTICLE 14 – POST EMPLOYMENT HEALTH PLAN

Effective March 1, 2011 the City of Appleton agrees to participate in the Post Employment Health Plan (PEHP) for Collectively Bargained Public Employees ~~("Plan") in accordance with the terms and conditions of the Plan's Participating Agreement, a copy of which is attached to this agreement.~~ The employer agrees to contribute to the Plan on behalf of employees represented by the International Association of Fire Fighters Local #257.

ARTICLE 17 – TEMPORARY ASSIGNMENTS

Temporary assignments to driver positions of more than ~~6~~ **12** hours shall go to senior qualified, on-duty Operations personnel. Temporary assignments to officer positions of more than ~~6~~ **12** hours shall go to senior qualified, on-duty Operations personnel. An employee's seniority for temporary assignments will be based on departmental seniority. An employee working a duty exchange will assume the seniority of the employee they are working for. Senior qualified employees who are working a duty exchange will not displace an employee previously scheduled for temporary assignment.

When a vacancy will require ~~d~~ calling in off-duty personnel, such vacancy will be assigned to off-duty Operations personnel of the same classification causing such vacancy and in accordance with the overtime call in provisions in Article 5. If all available Officers and acting Officers in Operations decline to work the overtime, Support employees who are qualified as acting Officers shall be offered work as acting Officers in Operations during their off-duty hours, on an overtime basis.

ARTICLE 18 – PROMOTIONS

Form a work group to explore using criteria other than Seniority for promotions

ARTICLE 21 – UNION ACTIVITIES

~~Conventions: The City agrees to allow four (4) delegates from the Appleton Fire Department time off with no loss of pay, to attend the annual Professional Fire Fighters of Wisconsin Convention. Expenses to be borne by the Fire Fighters.~~

ARTICLE 34 – PHYSICAL FITNESS

Any employee who is certified by a physician as being unable to perform any of the aspects of this program, due to a temporary physical condition, shall be excused from the testing process until he/she is able to participate fully. Employees shall suffer no loss of pay under this provision ~~for a period not to exceed 120~~ **180** days from the date of the testing process. The employee may re-test, upon being released to participate by the physician, within that payment period and shall be responsible for coordinating the re-test. Employees who elect to re-test will be placed in the appropriate pay schedule from the date of the successful re-test until the end of the payment period. Upon being released to participate by the physician, the employee shall participate in the next scheduled test opportunity.

WAGE SCHEDULE EXHIBIT A

New employees possessing career firefighting experience, at the discretion of the Chief, may be hired at any step up to and including the 4-5 year step of the pay schedule. For purposes of future pay advancement, such employees shall be deemed to have the years of service which their pay step represents. For all other purposes, seniority shall be determined from the actual date that the employee was hired.

2017

7/1-1.5%

10/1-1.0%

2018

1/1-1.5%

7/1-1%

2019

1/1-1%

7/1-1%

Exhibit B (take out reference to support personnel)

Insert language in the contract to address Relief FF/Inspector and Acting Officer

SIDE LETTERS/MEMORANDUMS:

Attach Commercial Motor Vehicle Safety

Attach both Haz-mat side letters

Attach Implementation of NFPA Physicals

Attach Use of tobacco

Eliminate Protective Service Inspector

Attach Specialties Agreement

Eliminate Alternate Response Unit

Sick Leave take off Straw

Attach Light duty

Update Longevity letter to eliminate Dobbe, Lynch and Wiese

Attach Hours of Work (p.43)

UMAT re-sign

Eliminate Post Employment Health Plan attachment referencing Nationwide

Eliminate Addendum A as an attachment. Dental coverage part of Article 13

Delete reference to "Support Personnel" throughout the contract.

NEW SIDE LETTERS

48/96 Trial period. Allow for cancellation of the schedule by either party by October 1, 2017. If the 48/96 schedule continues allow either the City or the Union to cancel by October 1, 2018. If both parties agree the schedule will be included in the contract and if both parties do not agree, we will revert back to the existing schedule for January 1, 2019.

Create side letter to list grandfathered employees receiving longevity. No longevity for future hires.