

Tentative Agreements
City of Appleton
&
IAFF Local 257
December 6, 2020

ARTICLE 3 – ~~AGENCY SHOP AND FAIR SHARE AGREEMENT~~ DUES DEDUCTION

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, Association and non-Association fairly and equally. No employee shall be required to join the Association, but membership in the Association shall be available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be denied Association membership because of race, color, religion, age, disability, martial status, family status, national origin, sexual orientation or sex.

The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit, who have an Authorization and Consent to Deduct Union Dues on file with Employer, such amount being the monthly dues certified by the Association and uniformly required of all members, and pay said amount to the treasurer of the affiliated local on or before the end of the month following the month in which said deduction was made. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change.

For all new employees, after filing an Authorization and Consent to Deduct Union Dues with Employer, said deduction shall be made from the first paycheck from which said deductions are normally made. The City shall be held harmless in the event a dispute arises between an employee and the Association regarding the interpretation and/or application of this provision.

- A. ~~The City agrees that there shall be no discrimination by the City against any employee covered by this Agreement because of his/her membership or activities in the Union, and the City shall not interfere with the right of such members of the Union.~~
- B. ~~The Union, as the exclusive representative of all the employees in the bargaining unit, will represent all such union employees fairly and equally, and all employees in the unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union Constitution and By-Laws. No employee shall be denied union membership because of race, creed, color, or sex.~~

~~The Employer agrees that it will deduct from the monthly earnings of all employees in the Collective Bargaining Unit the amount of monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the Secretary/Treasurer of the Union once each month.~~

~~Changes in the amount of dues to be deducted shall be certified by the Union 30 days before the effective date of this change.~~

~~As to the new employees, such deductions shall be made from the first paycheck following the first 30 days of employment.~~

ARTICLE 4 – HOURS OF WORK

Employees in the above categories may be changed to a 40-hour per week schedule defined as a seven (7) day period beginning and ending on the same day, at the discretion of the Chief, for the following reasons:

- a. Accommodating light duty assignments following an injury or illness, provided, however, that employees who are eligible for such assignment as a result of off-duty injury or illness shall have the option of accepting or refusing such light duty assignment. Pre-scheduled vacation which falls during the term of such assignment shall be granted based on the employee's original schedule. Sick leave and vacation requests, which are approved after the schedule change has been made, shall be based on the employee's new schedule.
- b. In order for newly hired employees to receive and complete the required recruit school training.
- c. Conducting Driver training limited to a two-week period.
- d. To attend the Acting Fire Officer Academy limited to a two-week period.

ARTICLE 5-OVERTIME

C. Call Time: ~~Employees recalled to duty shall receive two (2) hours pay at their regular rate of pay for actual hours worked, subject to the overtime provisions of this Agreement, with a minimum payment of not less than three (3) hours straight time.~~ Employees recalled for a period of less than ten (10) hours or less of overtime will not be charged with time worked on the overtime schedule.

ARTICLE 7-UNIFORM ALLOWANCE

Employees shall be paid a uniform allowance as follows:

A. Annual Maintenance Allowance: Fire Operations employees shall receive \$520 annually ~~235.00 on January 1 and \$235.00 on July 1~~ as a uniform allowance. This allowance will be paid in \$20 bi-weekly payments.

B. New Employees:

1. Initial Clothing Allowance: All new employees shall receive a one-time \$550 an initial clothing allowance, which will be added to the employees first paycheck of ~~\$550 upon their appointment as Fire fighter.~~ This ~~The initial clothing~~ allowance shall be considered a loan to each probationary employee. Employees who fail to complete probation shall re-pay the City ~~any this initial~~ allowance. Employees who complete probation shall not re-pay the City any initial allowance.

~~2. Annual Maintenance Allowance: Fire Operations employees shall receive \$235.00 upon their appointment as Fire fighter to provide for minimum uniform needs. On the next scheduled payment date for annual maintenance allowance to all Fire fighters, probationary employees shall receive a pro-rated amount due from the appointment date to said payment date. Pro-rated computations for partial months shall be \$9.04 per week.~~

~~3.2. Dress Uniform: New employees will be issued their dress uniform upon graduation of the recruit school training. New employees who fail to complete their probationary period will be required to turn their dress uniform over to the Fire department. Upon completion of 18 months service, employees shall receive actual cost of the complete Fire fighter dress uniform.~~

ARTICLE 9 – HOLIDAYS

An employee, at their option, may elect to convert any or all of the 120 hours compensation described above to actual time off in full day increments. Holiday payout shall be reduced by twelve (12) hours for each conversion day taken. Selection of these days, shall be in accordance with the provisions of Article 10 (D) (3) a-c, and shall be made after all employees have passed on their regular and floater vacation picks. All selections shall be completed no later than October ~~15~~. Holiday conversions for the fourth slot cannot be submitted for a date after November 14th.

ARTICLE 10-VACATION

B. ~~A permanent employee will be eligible for his/her first paid vacation as of the first anniversary date of hire. After qualifying for his/her first vacation, an employee will be eligible for future vacations as of January 1st of each calendar year. If an employee qualifies for vacation as described in Section A.1-4 as of January 1st and completes the service necessary for additional vacation later in the calendar year, such employee shall receive the additional vacation after his/her anniversary date and shall thereafter be eligible for such increased vacation as of January 1st of each succeeding calendar year. Regular employees shall be entitled to paid vacation benefits as of January 1st of each year based upon their length of continuous service. For purposes of determining future vacation eligibility, the year of hire shall be treated as a full year of service.~~

D. The Chief shall have the vacation schedule available for employees on or before November 1 preceding the year vacations are to run so that picking of vacations can be completed by January 1, where applicable. The order of picking vacations shall be by seniority on each shift. The seniority to be determined by the number of full time years an employee has on the Fire Department. In case of two or more employees having the same amount of time on the Fire Department or are equal in seniority, these employees will pick on a rotation basis and year to year record kept by the Chief's office on same.
~~The vacation selection procedure is as follows:~~

~~1. When it is an employee's turn to pick vacation, he/she will have a period of 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.~~

~~After an employee has made his/her selection, he/she is to report immediately to the appropriate officer so his/her name can be placed on the vacation schedule.~~

ARTICLE 11 – LEAVES OF ABSENCE

A. Banked Sick Leave:

1. Severance Pay: Accumulated and unused sick, not to exceed 720 hours, shall be paid to an employee or his/her beneficiary at his/her retirement or death at his/her base rate of pay at the time of such retirement or death as follows:

In Event of Retirement:

<u>2020</u>	<u>10% of eligible amount paid to PEHP. The remaining amount will be paid in cash.</u>
<u>2021</u>	<u>20% of eligible amount paid to PEHP. The remaining amount will be paid in cash.</u>
<u>2022</u>	<u>25% of eligible amount paid to PEHP. The remaining amount will be paid in cash.</u>

In Event of Death:

<u>100% of eligible amount will be paid to the employee's beneficiary in cash.</u>
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ARTICLE 12-HEALTH AND DENTAL INSURANCE

Dental Insurance

~~Employees shall contribute \$10 per month toward a single premium and \$20 per month toward a family premium for the same dental plan offered by the City to non-represented employees. Provided the employer offers a Dental Plan, employees shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.~~

ARTICLE 14 – DUTY INCURRED DISABILITY PAY (add C below and delete side letter)

~~C. Operations employees will remain on their assigned shift for light duty assignment if the injury is a work-related injury, if the employee's physician certifies that they may return to a light duty assignment on a twenty-four hour shift and if the employee's restrictions allow them the return. No more than one employee/shift shall remain on their 56 hour schedule. Order of availability shall be first come, first serve and if more than one injury on the same day, then by seniority.~~

ARTICLE 15-POSTING OF JOBS

A. Vacancies in existing positions:

1. Before any vacancy is filled, ~~other than that of Fire Fighter Inspector,~~ a notice shall be ~~provided~~ posted at all fire stations and remain posted for a period of not less than one ~~at least~~ (1) week ~~in advance of the application deadline date~~. The notice shall clearly state the application requirements, an outline of job requirements, pay classifications applicable to the positions, and/or any other information applicable.

~~C. Application forms for posted positions shall be made available at all fire stations to be filled out by all applicants.~~

ARTICLE 16-TEMPORARY ASSIGNMENTS

- D. Temporary Assignment to the position of Relief Firefighter /Inspector (RFFI) shall be filled by a qualified RFFI. The department will qualify one individual per shift to the position of RFFI. For the purpose of temporary assignment, the RFFI will first serve in the FireFighter/Inspector (FFI) over any other temporary assignments. An RFFI can be temporarily assigned as relief driver or acting officers when not functioning as an FFI.

Firefighter/Inspectors (FFI) can be temporarily assigned as acting officers once they have qualified as such and have been in their positions as an FFI for a minimum 43 years. ~~Only one per shift can be an acting officer.~~ Both FFI's on each shift may be qualified to be an acting officer, but only one FFI may be assigned to be an acting officer on a shift day. Should a FFI be working on a duty exchange for a non-FFI and they have qualified as an acting officer, the FFI on the duty exchange could also be assigned as an acting officer.

~~RFFI's, once promoted to FFI must wait a period of 4 years to be qualified to be assigned to an Acting Officer temporary assignment position.~~

- E. Temporary Assignment of a Lieutenant to the position of Acting Captain for extended absences shall be handled in the following way:
1. Extended absence is defined for the purpose of this article, as a period of time in excess of a normal approved vacation block(s), and identified by the Fire Chief or his designee.
 2. The temporary assignment will be made to the senior Lieutenant, based on departmental seniority, assigned to the station where the extended Captain vacancy has occurred.
 3. Compensation for the temporary assignment will be in accordance with the provisions of "B" above.

ARTICLE 17 – PROMOTIONS

Vacancies in the Firefighter/Inspector ~~(FFI) rank position shall~~ will be filled on the basis of departmental seniority from the current qualified Relief Firefighter/Inspectors (RFFI), however, to qualify for promotion to FFI, RFFI must have filled the role of an RFFI for a period of two years. ~~If~~ Should none of the current RFFI's have the required two years' experience, the most senior RFFI, based ~~upon~~ on department seniority time in grade shall be offered the promotion. Should a qualified RFFI refuse promotion when offered, the RFFI will relinquish their position of RFFI.

ARTICLE 31-PROBATIONARY STATUS, NEW EMPLOYEES, TRANSFERS

- C.
1. If the employee was previously qualified as a Relief Driver of Driver Engineer, the employee must act as a Relief Driver for a minimum period of six (6) consecutive months from the date of return to Fire fighter before being eligible for promotion to Driver Engineer.
 2. If the employee was previously qualified as an Acting Company Officer, or a Company Officer, the employee must return to the acting list for a minimum period of six (6) months immediately preceding the ~~from the date of return to Fire fighter before being eligible for~~

promotion to Company Officer. Any time served on the acting list prior to transferring to the Fire fighter/Inspector position shall count toward the acting requirement as posted on the vacancy announcement and such time served in the position of Fire fighter/Inspector shall not count as an interruption to the acting requirement timeframe.

ARTICLE 36-LONGEVITY PAY (this is a new article and replaces the longevity side letter)

All employees with a minimum of 10 years of service hired prior to 6/9/2015 shall receive \$200 annually in bi-weekly payments.

EXHIBIT A – SALARY SCHEDULE

Delete FF pay scale for those hired before 1/1/2011 and delete “Hired after 1/1/2011”

Update wages in Exhibit A

2020: 10/1 2.25%

2021: 1/1 1% of top Fire Fighter rate for employees who have obtained EMT qualifications.

The EMT pay shall be paid in bi-weekly payments.

10/1 2.25%

2022: 10/1 2.25%

Add language: 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.

Add language: Once EMT certification is obtained it must be maintained by the employee.

EXHIBIT B

Delete “Effective upon ratification”

- C. 1. Tardiness. Tardiness shall be defined as an absence from duty less than one (1) hour after an employee’s shift starting time.

Provided, however, that all previous warnings or penalties will be stricken from an employee’s record after one (1) year from previous tardy offense to the extent they apply to disciplinary decisions that are not subject to Secs. 62.13 (5)(em) and (5)(i), Stats. Stricken shall not imply that this will be physically removed from the employees file; rather, that it will not be used to determine future discipline.

OTHER CHANGES

1. AGREEMENT TO WORK RULE REGARDING USE OF TOBACCO PRODUCTS BETWEEN THE CITY OF APPLETON AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 257 – **DELETE**
2. COMMERCIAL MOTOR VEHICLE SAFETY ACT – **DELETE**
3. HAZ-MAT OUTREACH PROGRAM – **DELETE**
4. HAZ-MAT TEAM MEMBERS TRAINING – **DELETE**
5. NFPA SIDELETTER-**DELETE SIGNATURE SECTION AND RENEW**
6. USE-OF-TOBACCO-PRODUCTS – **DELETE**
7. SPECIALTIES SIDELETTER – **DELETE REFERENCE TO CAPTAIN PAUL THOMSON AND RENEW**
8. SICK LEAVE BANK – **DELETE**
9. AGREEMENT RELATED TO LIGHT DUTY WORK INJURY-**DELETE AND ADD TO ARTICLE 14 AS C.**
10. LONGEVITY – **DELETE AND ADD LANGUAGE UNDER NEW ARTICLE 36 AND ADDRESS FIVE YEAR LONGEVITY OUTSIDE OF CONTRACT VIA SEPARATE LETTER**
11. Agreement Related to Hours of Work - **RENEW**
12. FIRE CAPTAIN TEMPORARY ASSIGNMENT SIDELETTER – **DELETE AND ADD TO ARTICLE 16 AS E. AND CORRECT “C” TO “B”**
13. Captain promotion side letter - **RENEW**