



**Meeting Agenda - Final-revised**  
**Human Resources & Information Technology Committee**

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Wednesday, October 12, 2022

6:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[22-1281](#) Minutes 9/15/22.

**Attachments:** [HRIT Minutes 9-15-22.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[22-1240](#) Request to Approve the Fire Fighter 2023-2025 Contract.

**Attachments:** [Fire TA August 19, 2022 for HR Committee.pdf](#)  
[Fire Fighter Contract 2023.pdf](#)

[22-1241](#) Request to Approve the Fringe Benefit Policy Changes.

**Attachments:** [Fringe Benefit Policy 2022.pdf](#)

6. **Information Items**

[22-1268](#) 2023 Technology Services Budget.

**Attachments:** [2023 Information Technology Budget.pdf](#)  
[2023 IT Cap Projects Fund.pdf](#)  
[2023 TO Changes.pdf](#)

[22-1266](#) 2023 Human Resources Budget.

**Attachments:** [2023 Human Resources Final From Finance 10-5-2022.pdf](#)  
[2023 HR Supplemental.pdf](#)

[22-1270](#) Addition of Voluntary Vision Plan.

**Attachments:** [Delta Vision Full Plan.pdf](#)  
[Delta Vision Materials Only Plan.pdf](#)  
[Delta Vision Premium.pdf](#)

[22-1242](#) Changes to CISD (Critical Incident Stress Debriefing) Policy.

**Attachments:** [CISD Policy S&B 2022.pdf](#)

[22-1243](#) Changes to the Code of Conduct Policy.

**Attachments:** [Code of Conduct 2021 \(1\).pdf](#)

[22-1244](#) Changes to Confined Space Entry Policy.

**Attachments:** [Confined Space Entry - 6-15-2022 Revision \(2\).pdf](#)

[22-1239](#) Recruitment Status Report through 10/6/22.

**Attachments:** [RSR 10.6.22.pdf](#)

## 7. Adjournment

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*

*Questions on the agenda contact Jay Ratchman 920-832-6427.*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes Human Resources & Information Technology Committee

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Wednesday, September 14, 2022

6:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

**Present:** 3 - Thao, Fenton and Hartzheim

**Excused:** 2 - Alfheim and Croatt

3. Approval of minutes from previous meeting

[22-1099](#)

Minutes 7/27/22.

**Attachments:** [Minutes 7.27.22.pdf](#)

Hartzheim moved, seconded by Thao, that the Meeting Minutes be approved.  
Roll Call. Motion carried by the following vote:

**Aye:** 3 - Thao, Fenton and Hartzheim

**Absent:** 2 - Alfheim and Croatt

4. Public Hearings/Appearances

5. Action Items

[22-1135](#)

Request to over hire the Administrative Services Coordinator in the Parks, Recreation and Facilities Management Department.

**Attachments:** [2022 Administrative Coordinator Overhire \(1\).pdf](#)

Hartzheim moved, seconded by Thao, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

**Aye:** 3 - Thao, Fenton and Hartzheim

**Absent:** 2 - Alfheim and Croatt

[22-1149](#)

Request to Reclassify Facilities Support Specialist to Assistant Facilities Manager and Administrative Assistant to Marketing and Community Engagement Coordinator.

**Attachments:** [2022 Reorganization of Parks Recreation and Facilities Management \(3\).pdf](#)  
[Assistant Facilities Manager - DG.pdf](#)  
[MCEC.pdf](#)

**Hartzheim moved, seconded by Thao, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Thao, Fenton and Hartzheim

**Absent:** 2 - Alfheim and Croatt

[22-1140](#)

Request to approve Alderperson salaries.

**Attachments:** [HR-IT - Alderperson Raises Deadlines 8-30-22 - Updated 2022 \(2\).pdf](#)  
[Alderperson Compensation Survey 2022.pdf](#)  
[Elected Alderperson Salaries.pdf](#)

*Hold to October 26 HR-IT Meeting*

**Hartzheim moved, seconded by Fenton, that the Report Action Item be held until 10/26. Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Thao, Fenton and Hartzheim

**Absent:** 2 - Alfheim and Croatt

## 6. Information Items

[22-1096](#)

Valley Transit Driver Sign-on Bonus Program Update.

**This Presentation was received and filed**

[22-1095](#)

Proposed Library Table of Organization Change.

**Attachments:** [TO Change August 2022 action.pdf](#)

**This Presentation was received and filed**

[22-1094](#)

Human Resources Department Budget Dashboard.

**Attachments:** [HR Committee on mid-year metrics.pdf](#)  
[20220915114915997.pdf](#)

**This Presentation was received and filed**

[22-1141](#)

System Analyst - CMS Position.

**Attachments:** [Systems Analyst CMS.pdf](#)

**This Presentation was received and filed**

[22-1142](#)

Recruitment Status Report 9/8/22.

**Attachments:** [RSR 9.08.22.pdf](#)

**This Report was received and filed**

## 7. Adjournment

Hartzheim moved, seconded by Thao, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

**Aye:** 3 - Thao, Fenton and Hartzheim

**Absent:** 2 - Alfheim and Croatt

Tentative Agreements  
City of Appleton & IAFF Local 257  
August 19, 2022

ARTICLE 10 – VACATIONS

- A. Fire Operations personnel shall be eligible for vacations on the following basis:
1. Three (3) working days vacation after one (1) year of service.
  2. Six (6) working days vacation after two (2) years of service.
  3. Ten (10) ~~Nine (9)~~ working days vacation after eight (8) years of service.
  4. Twelve (12) working days vacation after twelve (12) years of service.
  5. Sixteen (16) ~~Fifteen (15)~~ working days vacation after twenty (20) years of service.

ARTICLE 11 – LEAVES OF ABSENCE

- A. Banked Sick Leave:
1. Severance Pay: Accumulated and unused sick leave not to exceed 720 hours shall be paid to an employee or their beneficiary at their retirement or death at their base rate of pay at the time of such retirement or death as follows:

**In Event of Retirement,**

If the City offers a PEHP the employee will be eligible for 50% of the eligible sick leave to be paid to PEHP. The remaining amount will be paid in cash.	
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2020	<del>10% of eligible amount paid to PEHP. The remaining amount will be paid in cash.</del>
2021	<del>20% of eligible amount paid to PEHP. The remaining amount will be paid in cash.</del>
2022	<del>25% of eligible amount paid to PEHP. The remaining amount will be paid in cash.</del>

ARTICLE 12 – HEALTH AND DENTAL INSURANCE

Health Insurance

**Provided the employer offers a Health Plan**, employees shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.

Dental Insurance

**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 13– POST EMPLOYMENT HEALTH PLAN

**Provided the employer offers the Post Employment Health Plan**, the employer shall contribute for each Eligible Employee the amount of \$10 per month. Additionally, upon retirement, 100% of the Eligible

Employee's earned vacation and holiday balance, that would have otherwise been paid to the Eligible Employee, had the Employer not participated in the Plan, shall be contributed to the Plan. The parties further agree that annually, 100% of the Eligible Employee's earned and unused PTO shall be contributed to the Plan.

ARTICLE 17 – PROMOTIONS (side letter incorporated into the contract, whereas promotions to Captain are offered to best qualified vs. senior qualified)

The Fire Department will train on departmental seniority basis Fire Operations Fire fighters from each shift to fully assume the duties of Driver-Engineer and will maintain a list of those Fire fighters who have successfully completed a training program as attested by the Training Officer and the Chief. Seniority will not prevail if an employee is found unable to adapt and apply him or herself in a manner applicable to the standards of handling and operating Fire Department apparatus.

All positions within the Fire Department other than that of Fire Fighter and Captain shall be promotional and shall be offered to qualified existing employees on the basis of seniority. Qualifications for each position shall not be arbitrary or capricious, shall be reasonably related to the work involved, shall be in writing, and copies of said qualifications shall be supplied to the Union as and when qualifications are established or changed. Only in the event that such promotion is refused by all qualified employees, shall the City hire a new employee to fill such vacancy or newly created position.

Vacancies for Captain shall be promotional and shall be offered to the best qualified employee based on the City's promotional process for Captain. Changes to this promotional process shall be agreed to by both Management and the Union.

ARTICLE 36 – LONGEVITY PAY (elimination of longevity pay)

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

ARTICLE 37 – ADVANCED LIFE SUPPORT (ALS) ENGINE (new to the contract)

ALS Engines:

1. Each frontline emergency response vehicle, engines, and ladders, with the exception of 9300, will be staffed with a minimum of one paramedic and one Emergency Medical Technician (EMT) under the ALS Engine Company EMS Plan.
2. The Fire Department will need a minimum of 30 paramedics to ensure coverage 24/7/365.
  - a. Note: The State of Wisconsin Department of Health Services allows for a two-year phase in period. ALS Engines can begin with less than 30 paramedics and build up to that number over time.

All locally offered courses required by Medical Control to maintain a paramedic license will be sponsored utilizing on- and off-duty hours. Off duty training will be paid in accordance with the labor agreement. Any out-of-town training course will be considered on a case-by-case basis and should not be the primary source of recertification course work.

Once the Fire Department exceeds the minimum number of paramedics (30). A paramedic may choose to be removed from the active paramedic pool (process outlined below). Open Fire Fighter/Paramedic positions will be filled by the most senior Fire Fighter/Paramedic in the Fire Fighter ranks.

Fire Fighter/Paramedics that choose to drop their paramedic designation must maintain an EMT license. To drop their status, the employee will provide a written request to the Deputy Chief of Operations by July 31st of each calendar year. The Fire Chief or designee will determine if staffing allows the change from active status. Approvals will be made based on the number of active status years as a paramedic first, followed by department seniority. Any approved changes will take place the following January during shift alignments. The employee's pay will be reduced to the appropriate pay scale.

A Fire Fighter/Paramedic may request immediate withdrawal from active status if there is a Fire Fighter/Paramedic that can fill the future opening and the Fire Chief approves.

#### EXHIBIT A – WAGES

- 2023 = 2.25% increase on 12/1/23
- 2024 = 1% increase on 7/1/24
- 2024 = 2% increase on 12/1/24
- 2025 = 2.50% increase on 12/1/25
- Paramedic pay 2.75% over Fire Fighter/EMT

#### ADDITIONAL ITEMS:

- Management/union joint reviewed of contract. Administrative and cleanup changes were made.
- Side Letter Agreement Related to Specialties was incorporated into the contract.
- Side Letter Agreement Related to Hours of Work was incorporated into the contract.
- Side Letter Vacation Selection was incorporated into the contract.



2023-2025  
INTERNATIONAL ASSOCIATION  
OF  
FIRE FIGHTERS  
LOCAL 257

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## AGREEMENT

### ARTICLE 1 – PURPOSE OF AGREEMENT

This Agreement made and entered into by and between the City of Appleton, Appleton, Wisconsin, and the International Association of Fire fighters, AFL-CIO-CLC, Local 257.

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the CITY and the UNION set forth herein rates of pay, hours of work and other terms and conditions of employment to be observed by the parties hereto. It shall be inherent in this Agreement that all Articles and provisions thereof are binding on both parties to the Agreement except in cases where a provision may be invalidated by law or other jurisdiction as provided in Article 25 of this Contract.

### ARTICLE 2 – RECOGNITION

This Agreement made and entered into at Appleton, Wisconsin, pursuant to the provisions of Chapter 111.70 and 62.13 of the Wisconsin Statutes by and between the CITY OF APPLETON, a municipal corporation, as municipal employer with the Fire Chief as its agent, hereinafter referred to as the CITY and APPLETON FIRE FIGHTERS, Local 257, AFL-CIO-CLC, as sole and exclusive bargaining agent for Appleton Fire fighters, Municipal employees hereinafter referred to as the UNION.

The terms “officer in charge”, “CITY” and “Appleton Fire Department” as used herein shall be interpreted to mean the Fire Chief or their designee.

### ARTICLE 3 – 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, marital 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.

### ARTICLE 4 – HOURS OF WORK

A. The basic work week for the following categories of employees (hereinafter called “Fire Operations personnel”) shall consist of fifty-six (56) hours to be worked in twenty-four (24) hour tours on the basis of two days on, four days off.

1. Captains
2. Lieutenants
3. Driver-Engineers
4. Fire fighters
5. Fire fighter/Inspectors

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:

1. 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.
  2. In order for newly hired employees to receive and complete the required recruit school training.
  3. Conducting Driver training limited to a two-week period.
  4. To attend the Acting Fire Officer Academy limited to a two-week period.
- B. The duty day shall begin at 0700 hours for Operations Personnel. The Chief or their designee shall determine staffing needs during that period.
- C. Employees may exchange workdays between themselves.
1. Provided, however, the City shall not be liable for overtime or temporary assignment pay which accrues solely due to the exchange of work hours.
  2. Provided it does not interfere with scheduled mandatory training.
    - a. Mandatory training shall be defined as:
      1. One city-wide mandatory training day per shift, unless training can be completed virtually at a different agreed upon time.
      2. If unable to attend the original dates, the make-up days for both EMS training and physical fitness testing and,
      3. One day per shift per year at the discretion of the Chief or designee with 45 days notice.
  3. Provided there are no documented active performance issues.
  4. Provided both exchanging employees are fit for full unrestricted duty.
  5. Provided the maximum consecutive trade period shall be three two working day blocks. Employees trading to the maximum allowance must work one two working day block prior to the trade period and must work one two working day block upon returning.
  6. Provided they are qualified for the assignment as outlined below:
    - a. Officers will be allowed to exchange with Officers and with other qualified acting officers subject to the discretion of the Chief or their designee.
    - b. Driver Engineers will be allowed to exchange with Driver Engineers and with other qualified employees designated as relief drivers subject to the discretion of the Chief or their designee.
    - c. Fire Fighters will be allowed to exchange with Fire fighters subject to the discretion of the Chief or their designee.
    - d. Paramedics will be allowed to exchange with Paramedics subject to the discretion of the Chief or their designee.
    - e. When scheduling, a person working a duty exchange will be assigned, if qualified, to the position in which the initiator of the exchange would have been assigned. In addition, they may be preassigned to any classification for which they are qualified, when there is no regularly scheduled, qualified, employee available.
  7. Provided that only one Fire fighter/Inspector can exchange with a non-Fire fighter/Inspector subject to the discretion of the Chief or their designee.

It is the requesting employee's responsibility to ensure that the request for duty exchange has been received by the Chief or their designee.

- D. Whenever necessary because of insufficient staffing to fill crews, the Chief or their designee may call in off-duty personnel. Such call-ins shall be completed using technology systems using rankings within the classification. In the event that all available employees are notified and such vacancies cannot be filled as a result of employees refusing, such vacancies shall be filled by assigning the employees with the least seniority by job classification. In cases where contact cannot be made with an employee, the employee will be by-passed for that day but will again be eligible for the next vacancy or emergency.
- E. The duty day for the purpose of training procedures and other regular, routine duties shall commence at 0700 and terminate at 1630. A lunch period shall generally be provided between 1130 and 1300. Maintenance and servicing of vehicles, equipment, and other fire department property after 1630 shall be limited to items necessary for efficient response to alarms. The balance of the tour of duty shall be to provide service in matters of responding to emergency and non-emergency calls. If the lunch period needs to be altered to meet the needs of the organization, a lunch period of a continuous one and one half hours shall be scheduled between 1030 and 1430.
- F. The routine duty schedule for Saturday shall be from 0700 until 1200. Sunday and holidays, as designated in Article 9, shall be limited to the past customary practice of those duties necessary for efficient responses to alarms, housework, and vehicle checks.
- G. If routine duties are assigned outside the above stated duty schedule, the following alternatives shall apply and are subject to the employees discretion for compensation:

WEEKDAYS: Routine duties may be assigned between 1630 and 2200 hours. A meal break of continuous one and one half-hours shall be scheduled between 1600 hours and 2000 hours. Employees will be compensated for hours worked. Compensation can be in the form of either half-time pay or time back during an employee's scheduled shift.

SATURDAYS: Routine duties may be assigned from 0700 –1800 hours. A lunch break of a continuous one and one half-hours shall be scheduled between 1100 hours and 1400 hours. Employees will be compensated for hours worked. Compensation can be in the form of either half-time pay or time back during an employee's scheduled shift.

SUNDAYS AND HOLIDAYS: Employees assigned routine duties on Sundays and Holidays shall be compensated at an additional straight time rate for hours worked. A lunch break of a continuous one and one half-hours shall be scheduled between 1100 hours and 1400 hours. Routine duties shall not be assigned beyond 1630.

- H. The duty day for the Fire fighter/Inspector for the purpose of training procedures and other regular, routine duties shall commence at 0700 and terminate at 1130, recommence at 1300 and terminate at 1630. Additional routine inspection activities may be assigned after 1630 as required but no later than 2400 on weekdays and Saturdays and 2200 on Sundays and Holidays. (Activities such as fire investigation, occupancy inspections, public education events, special event inspection, PAC inspection, emergency inspection issues and juvenile fire setter education.) All meal parameters in are applicable to the position of Fire fighter/Inspector.

## ARTICLE 5 – OVERTIME

- A. Subject to the provisions of sub-paragraphs 1 and 2 of this paragraph, all time worked over forty (40) hours per week shall be considered overtime and be paid for at the rate of time and one-half such employee's base rate. When employees are required to work beyond their normal scheduled hours for any reason, they shall be paid overtime at time and one-half for actual time worked.
  - 1. Fire Operations personnel shall be paid overtime for all hours worked over twenty-four hours per shift and for any hours worked on a scheduled day off when the employee has worked all of their scheduled hours in that pay

period. When staffing apparatus, the employee will be paid the regular base rate as outlined in Exhibit A. When not staffing apparatus such as attending meetings or training including mandatory training, the employee's base rate will be computed by taking the regular base rate as outlined in Exhibit A, multiplied by eighty (80) and divided by 112.

2. a. 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 of Station 1.
  - b. Travel Time – Employees who elect to attend or participate in training sessions on their off-duty time, with prior approval of the Chief, shall be granted paid time off, in twelve-hour blocks, if required for travel. Travel for multi-day classes that include one or more duty days is deemed to be required if one of the following conditions exist:
    1. If the class occurs within a regularly scheduled two day block the following conditions do not apply. The existence of the following conditions will be determined by the employer.
    2. The employee must leave the workplace prior to 0700 hours to arrive at the training site on time they shall be granted the preceding 12 hours off.
    3. The employee cannot reasonably be expected to return to Fire Station #1 at 1700 hours or earlier, following the training then the employee shall not be required to work for the remainder of that shift. Employees who can reasonably be expected to return to Fire Station #1 prior to 1700 hours shall return to duty at 1900 hours.
    4. Employees who cannot reasonably be expected to return to Fire Station #1 by 2200 hours or earlier following training shall be granted the first 12 hours off if they are scheduled to work the next day.
- B. Overtime shall be computed to the next one-quarter hour. Deductions for tardy employees shall also be to the next one-quarter hour.
- C. Employees recalled for a period of less than ten (10) hours of overtime will not be charged with time worked on the overtime schedule.
- D. Employees who are pre-scheduled to work overtime shall receive payment for time actually worked at the appropriate rate or three (3) hours at straight time, whichever is greater. Employees notified of pre-scheduled overtime shall have their choice of all available openings in that classification.
- E. Extended Shift will be defined as when an employee is authorized to work beyond their normal scheduled hours for any reason. The employee will be paid at time and one-half for all hours worked.
- F. All overtime will be filled subject to senior qualified from the call list, except where herein specifically stated otherwise. All personnel will be numbered according to seniority on the department. Call lists shall be divided by classifications and overtime call-back of personnel shall be made on a rotating basis using a technology messaging system
- Seniority lists are available to employees via the use of scheduling technology.
- G. In the event of a defined specialty emergency, personnel will be called in at the discretion of the Shift Commander, in rotation according to rank; specialty Officer, specialty Driver, specialty Firefighter.
- H. A call list will be created for the purpose of allocating overtime for all Fire fighter/Inspectors for the purpose of assigning fire prevention/investigation work. Overtime shall be allocated in the following manner:
1. Fire cause investigation and other emergency call-ins: The call list will be rotated monthly. The employee at the top of the list will be called first for any such overtime during that month.

2. Prescheduled overtime: Overtime will be offered on an alternating basis, by event subject to the provisions below.

An event is defined as any prescheduled overtime occurrence (evening inspection, special community events, etc.) More than one event could occur on the same day or at the same time depending on the staffing levels determined by management.

#### ARTICLE 6 – SALARIES (See Exhibit A)

- A. Pay Period: Pay day shall be every other Thursday and shall include compensation for all hours worked the preceding two (2) week period (Operations personnel weekly rate to be based on an average), ending Sunday at 0700 hours. If a holiday falls on a day Monday through Thursday, payday shall be Friday.
- B. All employees are required to participate in direct deposit.

#### ARTICLE 7 – UNIFORM ALLOWANCE

Employees shall be paid a uniform allowance as follows:

- A. Annual Maintenance Allowance: Fire Operations employees shall receive \$520 annually 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 initial clothing allowance, which will be added to the employees first paycheck. This allowance shall be considered a loan to each probationary employee. Employees who fail to complete probation shall re-pay the City this allowance. Employees who complete probation shall not re-pay the City any initial allowance.
  - 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.
- C. Union Logo:

The Union will be allowed to place a union sticker on helmets provided by the Appleton Fire Department. Specific location of the sticker is to be mutually agreed upon and to be uniform.

#### ARTICLE 8 – PENSION FUND CONTRIBUTIONS

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

#### ARTICLE 9 – HOLIDAYS

A holiday shall be considered as starting at 0700 hours on the date of such holiday and shall remain in effect for the succeeding twenty-four (24) hour period.

- A. Operations Employees:

The following holidays are included in this Agreement for all Operations employees:

New Year's Day  
Easter Sunday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day

1. If a Fire Operations person is scheduled to work overtime on a holiday, the employee shall be paid double time for all such hours worked.
2. In lieu of further compensation for the above holidays, Fire Operations personnel shall receive one hundred twenty (120) hours pay per year at their regular straight time rate as outlined in Exhibit A. Such payment shall be made on the last payday of December and shall only be made to employees on the payroll as of that date. Employees leaving the department for any reason after that date shall not be required to reimburse the City for any holiday pay. Provided, however, retirees shall have their holiday pay prorated upon retirement at any time during the year. New employees who have worked less than one year as of the last payday of December shall receive a prorated payment.

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) (2) 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 November 15. Holiday conversions for the fourth slot cannot be submitted for a date after December 14<sup>th</sup>.

#### ARTICLE 10 – VACATIONS

- A. Fire Operations personnel shall be eligible for vacations on the following basis:
  1. Three (3) working days vacation after one (1) year of service.
  2. Six (6) working days vacation after two (2) years of service.
  3. Ten (10) working days vacation after eight (8) years of service.
  4. Twelve (12) working days vacation after twelve (12) years of service.
  5. Sixteen (16) working days vacation after twenty (20) years of service.
- B. Regular employees shall be entitled to paid vacation benefits as of January 1<sup>st</sup> 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.
- C. 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, or up to three days (13.3 hours per day) can be deposited into the PEHP or HSA.
- 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 and being assigned to the same shift, the senior member of the hiring class shall always pick first.

The second or following vacations cannot be selected until all personnel have picked in each round.

1. The Fire Operations personnel that have qualified for more than three (3) days of vacation will be allowed to split their vacation into one or more blocks. However, requests for more than three consecutive blocks must be approved by the Chief or their designee
2. Fire operations personnel shall pick their vacation on the basis of two (2) working day blocks, not to exceed the number of working days each person has accrued in accordance with Section A.
  - a. Personnel with 3 days remaining to select may either:
  - b. Select a 2 day block and select the remaining day the next round
  - c. Select a 2 day block and keep the remaining day as a floater
  - d. Select all 3 days in one pick, but those days must be consecutive
3. 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. In the event two or more employees choose the same floater, seniority will prevail.
  - b. After a floater is picked, under no circumstances will a more senior employee be able to remove him/her.
  - c. Use of a floater day shall require prior approval of the Chief or his/her designee and will not be granted if, at the time of the request, the approval of such day will result in overtime or if the function of the Department will be curtailed. The Chief may grant exceptions to this provision on a case-by-case basis.
4. After vacation periods have been selected, no changes will be made unless, due to duty injuries, transfers to another shift, division or program, or permission is obtained from the Chief or their designee.
5. A total of nine (9) employees, but only three (3) from each shift, can be on vacation at any one time unless an employee has been transferred to another shift after vacations have been picked. (Article 10- E will prevail.)
6. A fourth vacation slot for each shift may be approved under the following provisions;
  - a. Approval will not be granted more than fourteen (14) days from the date of the leave that is being requested.
  - b. Request for the 4<sup>th</sup> slot will not be approved if the approval will cause overtime.
  - c. Approval may be granted for requests with less than fourteen (14) days' notice from the date of the leave that is being requested with approval of the Chief or their designee.

E. Employees permanently transferred during the year to a different shift or position, shall have the option to change the dates they have chosen for vacation, which option shall be exercised within thirty (30) days of such transfer. The exercise of this option shall not affect the vacations of other employees in any way and shall not be granted if more than four (4) employees are on vacation at any given time per shift.

F. Retiring employees shall be paid for their vacation based on the number of weeks such vacation would represent if it were taken within their schedule. Employees who are terminated for any other reason shall be paid on the basis of eight hours per vacation day at their regular hourly rate.

ARTICLE 11 – LEAVES OF ABSENCE

A. Sick Leave:

1. Operations employees shall be entitled to accumulate five (5) hours sick leave per month to a maximum of 1080 hours. Operations employees hired after 1/1/11 shall receive four (4) hours per month until January 1 following the year said employee qualifies for top step Fire Fighter. On January 1 following that year the employee will receive five (5) hours accumulation per month. Any employee who has reached the maximum accumulation of sick leave (1080) hours and who has used twelve (12) hours or less of sick leave in a calendar year shall be permitted to increase the maximum accumulation of sick leave by the unused amount of sick leave for that year to a maximum accumulation of 1440 hours. Family Medical qualifying sick leave will count as sick leave used when determining the criteria for adding sick leave beyond the 1080 maximum.
  - a. Fire Operations personnel shall be charged with one-half (1/2) hours of sick leave for each hour taken.
  - b. Probationary employees shall accumulate, but shall not be paid sick leave until they have completed six (6) months of service.
  - c. Employees shall accumulate sick leave while they remain on the payroll. Employees in an unpaid leave or non-FMLA status for a full month will not accumulate sick leave.
2. An employee may use and be paid sick leave for absences required by their off duty injury, illness or required dental care, or serious illness or injury at home, (including, but not limited to, the hospitalization of his wife for birth of child.)
3. Sick leave may also be used by employees for non-medical emergencies at the employee's home. An emergency shall be defined for purposes of this paragraph, as a situation where the employee's presence at home is required to protect or maintain the health or safety of their family or to prevent serious property damage. Paid leave for emergencies shall not exceed twelve hours per incident without approval of the Chief or their designee.
4. In order to be granted sick leave with pay, an employee must:
  - a. Report immediately to the Chief or their designee the reason for their absence and the expected duration of such absence.
  - b. Keep the Chief or their designee informed of the circumstances if absence is of more than two working days duration.
  - c. Submit a medical certificate for any absence of more than two (2) working days, if required by the City.
  - d. The City may make such medical examinations or nursing visits as it deems desirable. All costs associated with the medical examination shall be paid solely by the employer.

The medical examination may be outside the residence, provided that:

  1. Costs of transportation are paid by the City; and
  2. The examination is conducted at a medical facility, including by way of example but not limitation, a hospital or physician's office, reasonably near the employee; and
  3. The employee's illness or injury is one which reasonably permits travel; and
  4. The employee is required to drive unless the illness, injury or medications impair the employee's ability to drive.
5. Employees shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while working for another employer for pay, when such absence is compensable under Worker's Compensation through the other employer. This provision shall not apply to Family Medical Leave Act (FMLA) qualifying absences.
6. Fire Operations Personnel: Doctor and dental appointments, which are not emergencies, must be made on off-duty days.

B. Banked Sick Leave:

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

**In Event of Retirement,**

If the City offers a PEHP the employee will be eligible for 50% of the eligible sick leave to be paid to PEHP. The remaining amount will be paid in cash.

**In Event of Death:**

100% of eligible amount will be paid to the employee's beneficiary in cash.

C. Funeral Leave: All employees will receive time off without loss of pay, if normally scheduled to work, for a death in the immediate family, beginning from the time of notification of death to the next scheduled day after interment, except however, that such time off without loss of pay is limited to two (2) work days for Fire Operations personnel.

1. Immediate family is defined as spouse, son, daughter, mother or stepmother, father or stepfather, legal guardian, sister, brother, mother-in-law, and father-in-law.
2. Fire Operations personnel shall be granted 24 hours off without loss of pay to attend the funeral or wake (not both) of grandparents, spouse's grandparents or grandchildren, brother-in-law, or sister-in-law, if scheduled to work on that day.
3. Employees shall be permitted to exchange hours for additional funeral experiences not covered by the above paragraphs (funeral leave), pursuant to the provisions of Article 4C.
4. Additional time off shall not be granted for funeral leave if death in the family relationships outlined above occurs while the employee is absent because of sick leave, vacation or leave of absence.

D. Leave of Absence Without Pay: Requests for leave of absence without pay for justifiable reasons shall be made by written application on a form provided by the Human Resources Office and be submitted at least two (2) days prior to the anticipated leave.

1. For a leave not to exceed two (2) consecutive days, their request shall be made to and approved by the Chief.
2. For a leave in excess of two (2) consecutive days, the employee shall make his request to the Director of Human Resources after securing the approval of the Chief.
3. No employee shall be granted a leave of absence without pay unless such employee makes arrangements in advance with the Director of Human Resources for payment of health and dental insurance premiums during the period of the absence.
4. Failure to comply with the regulations of this Article shall result in disciplinary action in accordance with the provisions of Article 21 and Exhibit B of this contract.

E. An employee shall be given time off without loss of pay when performing jury duty or when subpoenaed to appear before a court, public body or commission in connection with City business. In the case of jury duty, the employee shall remit their fee to the City.

F. 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 31<sup>st</sup> will be paid pursuant to Article 13 – Post Employment Health Plan or to the employee’s Health Savings Account. The employee shall notify the department by December 31<sup>st</sup> of their selection.

For those employees eligible for 3 PTO Days. PTO days shall be pro-rated in the year of termination/resignation as follows:

January-April	0
May-August	1
September-December	2

Operations employees hired after 1/1/11 shall receive 2 PTO days each year until January 1 following the year said employee obtains top step Fire Fighter (Over 8-year step). On January 1 following that year the employee will receive 3 PTO days each year to be used as paid time off. Any PTO days not used as of December 31<sup>st</sup> will be paid pursuant to Article 13 – Post Employment Health Plan or to the employee’s Health Savings Account. The employee shall notify the department by December 31<sup>st</sup> of their selection.

For those employees eligible for 2 PTO Days – PTO days shall be pro-rated in the year of hire/ termination/resignation as follows:

	Hired	Leaving
January-June	1	0
July-December	0	1

At the time of retirement employees who qualify for an annuity under the Wisconsin Retirement fund shall receive their full unused balance of PTO pursuant to the PEHP.

ARTICLE 12 – HEALTH AND DENTAL INSURANCE

Note: Retirees cannot stay on the City plan after they are eligible for Medicare. Provided the employer offers a health plan, retirees will be offered a group plan, but not necessarily the same plan as active employees.

Health Insurance

Provided the employer offers a Health Plan, employees shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.

Dental Insurance

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 13– POST EMPLOYMENT HEALTH PLAN

Provided the employer offers the Post Employment Health Plan, the employer shall contribute for each Eligible Employee the amount of \$10 per month. Additionally, upon retirement, 100% of the Eligible Employee’s earned vacation and holiday balance, that would have otherwise been paid to the Eligible Employee, had the Employer not participated in the Plan, shall be contributed to the Plan. The parties further agree that annually, 100% of the Eligible Employee’s earned and unused PTO shall be contributed to the Plan.

ARTICLE 14 – DUTY INCURRED DISABILITY PAY

- A. An employee, while performing within the scope of their employment as provided by Chapter 102 of the Wisconsin Statutes (Worker’s Compensation Act), shall receive the difference between their prevailing straight time salary and their Worker’s Compensation Benefits described herein as “Injury Pay” for the period of time the employee may be temporarily totally or temporarily partially disabled because of said injury, not to exceed thirty (30) weeks from date of injury.
- B. Special cases may be extended by mutual agreement between the Union and the City.
- 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 at least one (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.
- B. Vacancies for newly created positions:
  - 1. Before any vacancy is filled, a notice shall be posted at all fire stations and remain posted for a period of not less than one (1) week. The notice shall clearly state the application requirements, an outline of job requirements, pay classifications applicable to the position, and/or any other information applicable.
- C. The Union will be furnished a copy of such notice.
- D. A “promotional vacancy” as used herein shall be deemed to mean vacancies created by newly created positions or by promotions but shall not include the position of Fire Fighter. Employees appointed to temporarily fill such vacancies or performing the duties required of such vacant position, shall be paid not less than the rate of pay applicable to such position.

Time spent on temporary assignment from the time of vacancy until it is filled shall be used in determining step progression for the employee who is selected to fill that vacancy.

ARTICLE 16 – TEMPORARY ASSIGNMENTS

- A. Temporary assignments to driver positions of more than 12 hours shall go to senior qualified, on duty Operations personnel. Temporary assignments to officer positions of more than 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.

For the purpose of training as a qualified acting officer, by mutual agreement of the involved employees, the department may allow an acting officer to temporarily fill the role of officer with a qualified Lieutenant or Captain on the apparatus as a training opportunity with no additional compensation.

Should the acting officer be serving as the driver of the apparatus when placed in the acting officer training position, any placement of a relief driver to operate the apparatus must be by mutual agreement for the training purpose of the relief driver with no additional compensation.

- B. When a vacancy will require 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.

An employee temporarily assigned to a higher classification within the bargaining unit having a higher rate of pay shall receive the next higher rate of the new classification for the period of time worked in that higher classification.

- C. Employees temporarily assigned to a management position shall receive \$1.00 per hour more than the over one (1) year step of Captain. Employees so assigned shall be paid this higher rate for eight hours or for the actual time assigned, whichever is greater.

- 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 position as an FFI for a minimum 3 years. 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.

- 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

All positions within the Fire Department other than that of Fire Fighter and Captain shall be promotional and shall be offered to qualified existing employees on the basis of seniority. Qualifications for each position shall not be arbitrary or capricious, shall be reasonably related to the work involved, shall be in writing, and copies of said qualifications shall be supplied to the Union as and when qualifications are established or changed. Only in the event that such promotion is refused by all qualified employees, shall the City hire a new employee to fill such vacancy or newly created position.

Vacancies for Captain shall be promotional and shall be offered to the best qualified employee based on the City's promotional process for Captain. Changes to this promotional process shall be agreed to by both Management and the Union.

Vacancies in the Firefighter Inspector (FFI) position 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 none of the current RFFI's have the two years' experience, the most senior RFFI based on department seniority shall be offered the promotion. Should a qualified RFFI refuse promotion when offered, the RFFI will relinquish their position of RFFI.

The Fire Department will train Fire Fighters, based on department seniority, from each shift to fully assume the duties of Driver-Engineer and will maintain a list of those Fire Fighters who have successfully completed a training program as attested by the Training Officer and the Chief. Seniority will not prevail if an employee is found unable to adapt and apply themselves in a manner applicable to the standards of handling and operating Fire Department apparatus.

#### ARTICLE 18 – LOSS OR DAMAGE

- A. City Property: Employees shall not be assessed or charged for loss or damage of City property of materials unless such loss or damage occurred as a result of the willful and malicious act of an employee.
- B. Third Parties: The City shall authorize the City Attorney to defend actions brought against any Fire Fighter or shall pay reasonable attorney's fees and costs of defending such action, growing out of any acts done in the course of their employment or out of any alleged breach of their duty as such Fire Fighter.
- C. Any judgment obtained against such Fire Fighter shall be paid by the City provided the Fire Fighter acted within the scope of their employment as provided in Section 895.46 Wisconsin Statutes.

#### ARTICLE 19 – PUBLIC ELECTIONS

Any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance with the provision of Section 6.76 of the Wisconsin Statutes or by any other means that is satisfactory to the City, the Chief and the Union.

#### ARTICLE 20 – UNION ACTIVITIES

- A. Negotiations: The City agrees to allow time off with no loss of pay to negotiation committee members, if and when negotiations are scheduled at a time when committee members are on duty.

#### ARTICLE 21 – DISCIPLINARY ACTION

- A. Infractions of any rules of conduct established by the City of which the Union has been duly notified shall be subject to disciplinary action. The employee and the Union shall be notified not more than ten (10) days (excluding Saturdays, Sundays and holidays) from the date the City knew or should have known of the infraction or incident and unless so notified, no disciplinary action shall be taken thereon.
- B. The nature and extent of the disciplinary action taken shall be limited to that specified in Exhibit "B" which is attached hereto and made a part hereof.
- C. It is understood and agreed by the parties to this agreement that an employee who has been disciplined may elect to appeal such discipline through Article 22, except in those cases that the exclusive lawful procedure for appeal of such discipline is that provided by State Statutes Sec. 62.13.

#### ARTICLE 22 – GRIEVANCE PROCEDURE

- A. Both the Union and the City recognize that grievances and complaints should be settled promptly and at the earliest possible stage and that the grievance process must be initiated within ten (10) days of the date that the employee knew or should have reasonably known of the incident giving rise to the grievance. Any grievance not reported or filed within ten (10) days shall be invalid.
- B. It is expected and understood that grievances and complaints between Fire Fighters shall be resolved by oral discussion between the parties involved. To the extent that such grievances or complaints are required to be reported to the Chief, or their designee, the matter will be resolved as hereinafter set forth.
- C. Any difference of opinion, misunderstanding, complaint or grievance, the subject matter of which is itself a mandatory subject of bargaining which may arise, with the exception of disputes within the exclusive jurisdiction of the Police and Fire Commission under Section 62.13 shall be processed as follows:

Step 1: The aggrieved employee shall present the grievance orally to their Battalion Chief or Deputy Chief as appropriate, accompanied by a Union representative. The Battalion Chief or Deputy Chief shall discuss the grievance with the employee and the Union representative and shall furnish the employee and the Union with a response to the grievance within ten (10) days of such discussion.

Step 2: If the grievance is not settled at the first step, the grievance shall be presented, in writing, to the Chief within ten (10) days of the Battalion Chief's or Deputy Chief's answer pursuant to Step 1. Such grievance shall make specific reference to the contract Article alleged to be violated. The Chief shall, within ten (10) days after such grievance is presented, hold an informal meeting with the aggrieved employee and the Union representative. The Chief shall reduce their decision to writing and furnish a copy of the same within ten (10) days of such meeting to all parties.

Step 3: If the grievance is not settled at the second step, the grievance shall be presented in writing to the Director of Human Resources within ten (10) days of the Chief's written decision as required in Step 2. The Director of Human Resources shall within ten (10) days of receipt of such grievance set up an informal meeting to be attended by all parties and their representatives. Within ten (10) days after such meeting the Director of Human Resources shall reduce their decision to writing and forward copies to all parties.

Step 4: If any grievance relative to interpretation or application of this Agreement is not settled at the third step, mediation may be the next step of the grievance procedure if requested or agreed upon by both parties.

Step 5: If the grievance is not settled in the third or fourth step, arbitration is the next and final step, but must be requested in writing within ten (10) days of the receipt of the Director of Human Resources' decision as in Step 3 or mediation as in Step 4. The decision of the arbitrator is to be final and binding upon both parties to the grievance.

- D. The term "Arbitrator" as used herein shall refer to a single arbitrator.
- E. Final and binding arbitration may be initiated by a notification in writing to the Wisconsin Employment Relations Commission. Said notice shall identify the Agreement provisions, the grievance or grievances, the department and the employees involved.
- F. All expenses, which may be involved in the arbitration proceedings, shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- G. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties. Statements of positions may be made by the parties, and witnesses may be called.



- H. For purposes of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing, subject to Section 788.08 through and including 788.15 of the Wisconsin Statutes.
- I. All records pertinent to the grievance of the aggrieved employee covered by this Agreement shall be made available to the Union upon request for the purpose of handling grievances.
- J. Any period of time specified in this Article for the giving of notice or taking any action shall be interpreted to exclude Saturdays, Sundays and holidays and may be extended by mutual agreement.
- K. In the event that the grievance arises out of the direct act of the Chief, the first step of this grievance procedure shall be automatically waived.
- L. In the event that any individual named to hear the grievance of a Fire Fighter in Steps 1 through 3 is unavailable within the period of time prescribed to present the grievance to him/her, the time limitation of the grievance procedures shall be satisfied if such grievance is presented in writing, addressed to the appropriate Battalion Chief, the Chief or the Human Resources Director at the Chief's office at Station #1 within the time period prescribed. In the event that the Fire Fighter against whom action is pending under Article 21 or to whom a notice or communication must be addressed under this Article 22, is unavailable, the time limitations of Article 21 and 22 shall be satisfied if such notice or communication is forwarded to the Secretary of the Union within the time limitation prescribed. Provided further, however, that the period required for such Fire Fighter's response shall be extended for a period equal to such Fire Fighter's vacation or other authorized leave.
- M. The Union may appoint stewards and shall inform the City of the names of the individual(s) so appointed and of any change thereafter made in such appointments. The City shall allow a steward the necessary time to process grievances during the course of the duty day. Union Stewards will be allowed reasonable use of the City's computer system for the processing of grievance forms and documents. The Chief or their designee shall make necessary transfers.
- N. All grievances shall be numbered in a manner acceptable to both parties for reference purposes throughout the process.

#### ARTICLE 23 – MILITARY LEAVE

- A. All employees who are duly enrolled members of the National Guard, the State Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, Naval Reserve Corps, Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval forces of the United States, of the State of Wisconsin, now, or hereafter organized or constituted under Federal law, are entitled to leave of absence without loss of seniority, to enable them to attend military or naval schools, field camps of instruction and naval exercises which have been duly ordered held but not to exceed twenty (20) days, in the calendar year in which so ordered and held. All military leave, including active duty shall be governed by USERRA.
- B. The difference in pay between the military pay during the time of attendance and the employee's regular pay during the same period shall be paid by the City.
- C. The leave granted is in addition to other leaves.

#### ARTICLE 24 – WAIVER

The waiver or any breach, term or condition of this Agreement by either the City or the Union shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### ARTICLE 25 – SAVINGS CLAUSE

If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### ARTICLE 26 – NO OTHER AGREEMENT

The employer agrees not to enter into any other agreement written or verbal, with employees individually or collectively, which in any way conflicts with the provisions of this Agreement.

#### ARTICLE 27 – CHANGES IN THE TERMS OF THIS AGREEMENT

If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this Agreement or any extension thereof, they shall notify the other party in writing of its desire to enter into such negotiating one hundred-eighty (180) days prior to the end of the contract period. The other party shall acknowledge receipt of such notice, in writing, within five (5) days, excluding Saturdays, Sundays and holidays.

#### ARTICLE 28 – TERM OF AGREEMENT

This Agreement expresses the complete agreement and understanding of the parties on all matters pertaining to wages, hours and working conditions and constitutes the full settlement of all bargaining issues for the term of the Agreement.

This Agreement shall become effective as of January 1, 2023, and remain in full force and effect to and including December 31, 2025, and shall renew itself for additional one year periods thereafter unless either party pursuant to Article 27 had notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

#### ARTICLE 29 – FUNCTION OF MANAGEMENT

Except as herein otherwise provided, the Management of the Department and the direction of the working forces, including the right to hire, promote, demote, layoff, suspend without pay, discharge for proper cause, transfer, determine the number of employees to be assigned to any job classification, and to determine the job classifications needed to operate the Employer's jurisdiction is vested exclusively in the Employer.

It is further agreed, except as herein otherwise provided, that the responsibilities of Management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control. Provided however, that the exercise of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the Union or be contrary to any other specific provisions of this Agreement, and provided that nothing herein shall be construed to abrogate the provisions of the grievance procedure contained in Article 22.

#### ARTICLE 30 – AMENDMENT

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the City and the Union when mutually agreeable.

#### ARTICLE 31 – PROBATIONARY STATUS, NEW EMPLOYEES, TRANSFERS

- A. The Chief shall establish order at the time of hire. New employees shall be considered probationary employees until they have been in the employ of the City for 18 months. At the end of such period, the employee shall acquire seniority from the date hired. Probationary employees shall have all benefits and conditions of work afforded to employees with seniority, except tenure and as otherwise expressly noted herein.
- B. Promotions: Employees promoted to a higher classification shall serve in a probationary status for six (6) months, during which period they may be reduced to their previous position if they do not demonstrate their ability to perform the duties of the new position to the Employer's satisfaction. During this period, the employee retains the option to return to their previous position. This period may be extended for an additional six (6) months or up to an additional twelve (12) months to satisfy Specialty requirements of the promotion by mutual agreement of the Employer and the Union. The employee involved has the right to be present during discussions between the parties relative to such extensions.
- C. Fire fighter/Inspectors who have completed five (5) years of service in the position, or as otherwise approved by the City, may request to return to the position of Fire fighter by submitting a request to the Chief. The employee will be required to remain in the Fire fighter/Inspector position until the department can transition a new employee to the appropriate training level. Returning employees will be subject to the following conditions:
  1. Must be qualified as a relief driver for a period of two years. Prior to December 31, 2019, candidates that successfully complete the driver's academy must be qualified as a relief driver for 6-months. After January 1, 2020, candidates that successfully complete the driver's academy must be qualified as a relief driver for 2-years.
  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 two (2) years and at least six (6) months immediately preceding the 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 32 – CONTINUING EDUCATION

The City will reimburse employees for one-half of the cost of tuition and books for continuing education courses or programs, provided that the employee submits evidence of a passing grade and further provided that the Chief or their designee has approved, in advance, the employee's participation in such course or program. Such approval shall not entitle the employee to payment or time off pursuant to Articles 5A and 4E of this Agreement.

ARTICLE 33 – PHYSICAL FITNESS

- A. Effective January 1, 1991, all Protective Status employees must participate in the following program. If they do so, and later decide to again participate, their continued participation shall be mandatory. All employees participating in the program shall be required to maintain a fitness level of "III" or better, in accordance with the agreed upon Fitness Standards.
- B. All employees will be tested for fitness levels annually, except that those who fall below the "III" level shall be tested monthly until they reach and maintain a "III" level. The employer shall schedule one test date and one make-up date for each shift. Employees unable to test with their assigned shift may test on alternative test dates. Employees who test on their off-duty time shall not be compensated for attendance at the testing procedure.
- C. Employees whose fitness level falls below the "III" level must show progress toward the "III" level in their monthly testing and must reach the "III" level within one year.
- D. Employees may be subject to progressive discipline for failure to comply with "3" above.
- E. All employees who test above the "III" level shall be compensated based upon the physical fitness schedule in Exhibit "A". The results of the annual testing shall be reflected in pay rates during the subsequent calendar

- year.
- F. Nothing contained herein shall be construed as a waiver of any employee's rights under State Statutes 62.13 or Article 22 or this agreement.
  - G. 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 the employee is able to participate fully. Employees shall suffer no loss of pay under this provision for a period not to exceed 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.

#### ARTICLE 34 – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, disability, marital status, family status, sexual orientation or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, disability, marital status, family status, sexual orientation or national origin.

It is agreed that the use of any word in this Agreement which refers to employees in the masculine gender shall be considered to refer to employees of both sexes.

#### ARTICLE 35 – PART-TIME EMPLOYEES

Part-Time employees are defined as those employees who are normally scheduled to work less than 1456 hours per year. Part-time employees shall not receive any fringe benefits of this Agreement except that any part-time employee who works more than 1000 hours in a calendar year shall be eligible for pro-rata benefits, provided the employee meets any other eligibility requirements for such benefits.

Pro-rata calculations shall be made by dividing actual hours worked in the calendar by 2912.

Part-time employees shall not be used to circumvent the hiring of new employees for full-time positions.

Any employment opportunity whether caused by a bargaining unit employee's absence or by a temporary or permanent vacancy, shall be offered first to full-time employees. The offer shall be in accordance with terms of this contract and the parties' past practice. In the event that no full-time employee accepts the offer of work, then, and only then, may the work be offered to any part-time employee. Nothing in this section shall be construed to require the employer to fill a vacancy, or otherwise employ anyone. However, if employment is offered to any employee, it shall be provided pursuant to the terms of this section.

#### ARTICLE 36 – SPECIALTY PAY

The department retains the right to set the number and classifications needed for Specialties.

- A. The department will solely determine whether or not to participate in Specialties.
- B. Employees, who are required by the department to maintain skills or competencies as outlined below will receive specialty pay.
- C. Employees electing to participate in a Specialty must make a minimum five (5) year commitment to the Specialty. The five years will commence from the date of assignment.
- D. Employees wishing to withdraw from participation must submit a letter of intent to withdraw from the Specialty to the Battalion Chief Resource Development and Special Operations or Deputy Fire Chief as appropriate. The employee will be required to remain in the Specialty until the department can transition a new member to the appropriate

training level.

- E. Employees may be compensated for up to two (2) Specialties.\*
- F. Employees must be able to obtain & maintain required training and competencies to satisfy the designated level and to the satisfaction of the Fire Chief.
- G. Employees in the position of Fire Fighter/Inspector will be allowed to maintain one specialty at the employee's option.
- H. **Specialty Teams:** All team members must obtain and maintain Technician level training.
- I. **Hazmat Team Compensation:** Each Hazmat Team Technician Member will be paid \$10 bi-weekly as specialty pay.
- J. **Technical Rescue Team Compensation:** Each Technical Rescue Technician Team Member will initially be paid \$10 bi-weekly as specialty pay, for completion of any two (2) of the four (4) Technical Rescue Elements (Collapse, Confined Space, Ropes, Trench). Participants must make steady progress towards obtaining the needed training and skills and are to achieve the full qualifications within two (2) years. Upon completion of all four (4) elements, each Technical Rescue Technician Team Member will be paid \$20 bi-weekly as specialty pay.
- K. **Swift Water/Ropes Rescue Team Compensation:** Each Swift Water Rescue Technician Team Member will be paid \$10 Bi-weekly as specialty pay.
- L. **Confined Space/Ropes Technician level Compensation:** Each employee required to have Confined Space/Ropes Technician level training will be paid \$10 Bi-weekly as specialty pay.

#### ARTICLE 37 – ADVANCED LIFE SUPPORT (ALS) ENGINE

ALS Engines:

- 1. Each frontline emergency response vehicle, engines, and ladders, with the exception of 9300, will be staffed with a minimum of one paramedic and one Emergency Medical Technician (EMT) under the ALS Engine Company EMS Plan.
- 2. The Fire Department will need a minimum of 30 paramedics to ensure coverage 24/7/365.
  - a. Note: The State of Wisconsin Department of Health Services allows for a two-year phase in period. ALS Engines can begin with less than 30 paramedics and build up to that number over time.

All locally offered courses required by Medical Control to maintain a paramedic license will be sponsored utilizing on- and off-duty hours. Off duty training will be paid in accordance with the labor agreement. Any out-of-town training course will be considered on a case-by-case basis and should not be the primary source of recertification course work.

Once the Fire Department exceeds the minimum number of paramedics (30). A paramedic may choose to be removed from the active paramedic pool (process outlined below). Open Fire Fighter/Paramedic positions will be filled by the most senior Fire Fighter/Paramedic in the Fire Fighter ranks.

Fire Fighter/Paramedics that choose to drop their paramedic designation must maintain an EMT license. To drop their status, the employee will provide a written request to the Deputy Chief of Operations by July 31st of each calendar year. The Fire Chief or designee will determine if staffing allows the change from active status. Approvals will be made based on the number of active status years as a paramedic first, followed by department seniority. Any approved changes will take place the following January during shift alignments. The employee's pay will be reduced to the appropriate pay scale.

A Fire Fighter/Paramedic may request immediate withdrawal from active status if there is a Fire Fighter/Paramedic that can fill the future opening and the Fire Chief approves.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_2022.

CITY OF APPLETON

BY: \_\_\_\_\_  
Jacob Woodford, Mayor

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 257

Attest:

\_\_\_\_\_  
President

BY: \_\_\_\_\_  
Kami Lynch, City Clerk

\_\_\_\_\_  
Vice President

Approved as to form:

\_\_\_\_\_  
Chris Behrens, City Attorney

Provision has been made to pay any liability  
which may accrue under this contract.

\_\_\_\_\_  
Jeri Ohman, Director of Finance  
City of Appleton

EXHIBIT A

**2023 - 2025 FIRE FIGHTER/EMR SALARY SCHEDULE**

12/1/23 - 2.25%  
 7/1/24 - 1%  
 12/1/24 -2%  
 12/1/25 - 2.5%

	1/1/2023* Hourly Rate	12/1/2023 Hourly Rate	7/1/2024 Hourly Rate	12/1/2024 Hourly Rate	12/1/2025 Hourly Rate
<b>FIRE FIGHTER</b>					
Start step 0 - 1 year	\$29.3000	\$29.9593	\$30.2589	\$30.8641	\$31.6357
1 - 2 years	\$30.1500	\$30.8284	\$31.1367	\$31.7594	\$32.5534
2 - 3 years	\$31.1000	\$31.7998	\$32.1178	\$32.7602	\$33.5792
3 - 4 years	\$31.9800	\$32.6996	\$33.0266	\$33.6871	\$34.5293
4 - 5 years	\$32.8900	\$33.6300	\$33.9663	\$34.6456	\$35.5117
5 - 6 years	\$33.8800	\$34.6423	\$34.9887	\$35.6885	\$36.5807
6 - 7 years	\$34.9400	\$35.7262	\$36.0835	\$36.8052	\$37.7253
7 - 8 years	\$35.9600	\$36.7691	\$37.1368	\$37.8795	\$38.8265
Over 8 years	\$37.3900	\$38.2313	\$38.6136	\$39.3859	\$40.3705

<b>FIRE FIGHTER/INSPECTOR</b>					
Start Step	\$38.6900	\$39.5605	\$39.9561	\$40.7552	\$41.7741
1 Year Step	\$39.8700	\$40.7671	\$41.1748	\$41.9983	\$43.0483

<b>FIRE DRIVER ENGINEER</b>					
Start Step	\$38.2000	\$39.0595	\$39.4501	\$40.2391	\$41.2451
1 Year Step	\$39.0100	\$39.8877	\$40.2866	\$41.0923	\$42.1196

<b>FIRE LIEUTENANT</b>					
Start Step	\$39.8700	\$40.7671	\$41.1748	\$41.9983	\$43.0483
1 Year Step	\$40.7500	\$41.6669	\$42.0836	\$42.9253	\$43.9984

<b>FIRE CAPTAIN</b>					
Start Step	\$41.5700	\$42.5053	\$42.9304	\$43.7890	\$44.8837
1 Year Step	\$42.3500	\$43.3029	\$43.7359	\$44.6106	\$45.7259

\*1/1/2023 rate is the 10/1/2022 rate from the 2020-2022 contract and rounded to four digits.

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.

Physical Fitness Pay - Employees will be paid an additional 1% or 2% which will be added to their hourly base wage as outlined in Article 33.

## 2023 - 2025 FIRE FIGHTER/EMT SALARY SCHEDULE

12/1/23 - 2.25%  
7/1/24 - 1%  
12/1/24 - 2%  
12/1/25 - 2.5%

	1/1/2023* Hourly Rate	12/1/2023 Hourly Rate	7/1/2024 Hourly Rate	12/1/2024 Hourly Rate	12/1/2025 Hourly Rate
<b>FIRE FIGHTER</b>					
Start step 0 - 1 year	\$29.5930	\$30.2589	\$30.5615	\$31.1727	\$31.9521
1 - 2 years	\$30.4515	\$31.1367	\$31.4481	\$32.0770	\$32.8789
2 - 3 years	\$31.4110	\$32.1178	\$32.4390	\$33.0878	\$33.9150
3 - 4 years	\$32.2998	\$33.0266	\$33.3569	\$34.0240	\$34.8746
4 - 5 years	\$33.2189	\$33.9663	\$34.3060	\$34.9921	\$35.8668
5 - 6 years	\$34.2188	\$34.9887	\$35.3386	\$36.0454	\$36.9465
6 - 7 years	\$35.2894	\$36.0835	\$36.4443	\$37.1733	\$38.1026
7 - 8 years	\$36.3196	\$37.1368	\$37.5082	\$38.2583	\$39.2148
Over 8 years	\$37.7639	\$38.6136	\$38.9997	\$39.7798	\$40.7742

<b>FIRE FIGHTER/INSPECTOR</b>					
Start Step	\$39.0769	\$39.9561	\$40.3557	\$41.1628	\$42.1918
1 Year Step	\$40.2687	\$41.1748	\$41.5865	\$42.4183	\$43.4788

<b>FIRE DRIVER ENGINEER</b>					
Start Step	\$38.5820	\$39.4501	\$39.8446	\$40.6415	\$41.6576
1 Year Step	\$39.4001	\$40.2866	\$40.6895	\$41.5032	\$42.5408

<b>FIRE LIEUTENANT</b>					
Start Step	\$40.2687	\$41.1748	\$41.5865	\$42.4183	\$43.4788
1 Year Step	\$41.1575	\$42.0836	\$42.5044	\$43.3546	\$44.4384

<b>FIRE CAPTAIN</b>					
Start Step	\$41.9857	\$42.9304	\$43.3597	\$44.2269	\$45.3325
1 Year Step	\$42.7735	\$43.7359	\$44.1733	\$45.0567	\$46.1832

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.

EMT pay started on 1/1/2021 for union personnel who have their EMT certification. Once this EMT certification is obtained, it must be maintained. EMT pay is 1% over the employees base wage under the Fire Fighter EMR wage schedule.

\*1/1/2023 rate is the 10/1/2022 rate from the 2020-2022 contract with the EMT of 1% added to the base rate vs. being based on the over 8-year Fire Fighter rate.

Physical Fitness Pay - Employees will be paid an additional 1% or 2% which will be added to their hourly base wage as outlined in Article 33



## 2023 - 2025 FIRE FIGHTER/PARAMEDIC ASSIGNED TO ALS ENGINE SALARY SCHEDULE

12/1/23 - 2.25%  
7/1/24 - 1%  
12/1/24 - 2%  
12/1/25 - 2.5%

	1/1/2023* Hourly Rate	12/1/2023 Hourly Rate	7/1/2024 Hourly Rate	12/1/2024 Hourly Rate	12/1/2025 Hourly Rate
<b>FIRE FIGHTER</b>					
Start step 0 - 1 year	\$30.3988	\$31.0828	\$31.3936	\$32.0215	\$32.8220
1 - 2 years	\$31.2806	\$31.9845	\$32.3043	\$32.9504	\$33.7742
2 - 3 years	\$32.2663	\$32.9923	\$33.3222	\$33.9887	\$34.8384
3 - 4 years	\$33.1793	\$33.9258	\$34.2651	\$34.9504	\$35.8241
4 - 5 years	\$34.1234	\$34.8911	\$35.2400	\$35.9448	\$36.8434
5 - 6 years	\$35.1505	\$35.9414	\$36.3008	\$37.0268	\$37.9525
6 - 7 years	\$36.2503	\$37.0659	\$37.4366	\$38.1854	\$39.1400
7 - 8 years	\$37.3085	\$38.1479	\$38.5294	\$39.3000	\$40.2825
Over 8 years	\$38.7921	\$39.6650	\$40.0616	\$40.8629	\$41.8844

<b>FIRE FIGHTER/INSPECTOR</b>					
Start Step	\$40.1409	\$41.0440	\$41.4545	\$42.2835	\$43.3406
1 Year Step	\$41.3651	\$42.2959	\$42.7189	\$43.5732	\$44.6626

<b>FIRE DRIVER ENGINEER</b>					
Start Step	\$39.6325	\$40.5242	\$40.9295	\$41.7481	\$42.7918
1 Year Step	\$40.4729	\$41.3835	\$41.7973	\$42.6333	\$43.6991

<b>FIRE LIEUTENANT</b>					
Start Step	\$41.3651	\$42.2959	\$42.7189	\$43.5732	\$44.6626
1 Year Step	\$42.2781	\$43.2294	\$43.6617	\$44.5350	\$45.6483

<b>FIRE CAPTAIN</b>					
Start Step	\$43.1289	\$44.0992	\$44.5403	\$45.4311	\$46.5668
1 Year Step	\$43.9381	\$44.9268	\$45.3760	\$46.2835	\$47.4406

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.

Paramedic pay will begin when the AFD operates ALS Engines. Once this paramedic certification is obtained, it must be maintained. Paramedic pay is 3.75% over the employees base wage under the Fire Fighter/EMR wage schedule.

\*1/1/2023 rate is the 10/1/2022 rate from the 2020-2022 contract with the paramedic pay of 3.75% added to the base rate.

Physical Fitness Pay - Employees will be paid an additional 1% or 2% which will be added to their hourly base wage as outlined in Article 33

EXHIBIT "B"

DISCIPLINARY ACTION SCHEDULE

The following shall generally constitute the penalties to be imposed for violation of the Department's rules of conduct. The Chief shall furnish copies of all written reprimands to the Union.

A. Generally, an employee will be subject to discharge or such lesser penalty or punishment as the Chief in their discretion may impose, for violations of the following rules:

1. Dishonesty, theft of personal property of another employee or City property.
2. Drunkenness, drinking, being under the influence or in possession of alcoholic beverages while on duty and/or on City property or when in uniform in a public place provided, however, that having such beverages in a locked personal vehicle shall not be considered "possession" for purposes of this Paragraph.

Notwithstanding the above, the following provisions shall generally be utilized when test results for breath alcohol are positive:

- a. If test results demonstrate the presence of any breath alcohol concentration, the employee shall be subject to discipline without receipt of a prior warning letter based on the following schedule:
  1. Concentration equal to or above the State legal limit as set forth in Wis. Stats. § 340.01 (46m)(a) - discharge.
  2. Concentration equal to or above .04% but less than the State legal limit as set forth in Wis. Stats. § 340.01 (46m)(a) - one week suspension without pay
  3. Any concentration less than .04% - suspension without pay for the balance of the workday plus one day.
- b. In addition to the above, any employee who has a breath alcohol concentration of less than the State legal limit as set forth in Wis. Stats. § 340.01 (46m)(a) shall be required as a condition of continued employment, to submit to assessment under the Employee Assistance Program and to comply fully with any recommendations made under that program.
- c. Any employee who has been suspended pursuant to the above and who subsequently has a positive breath alcohol test shall be subject to discharge.

3. Use of, being under the influence or in possession of any controlled substance while on duty and/or on City property or when in uniform in a public place, unless such substance has been legally prescribed.
4. Refusal to comply with direct orders of supervisor.
5. Absence of two (2) consecutive working days without authorization by Operations personnel.
6. Immoral or indecent conduct, rape, attempted rape, or felony sexual assault.
7. Willfully endangering others while on duty.
8. Willful or malicious damage to vehicle or equipment.

B. Generally, an employee shall be subject upon the first offense to a written reprimand; upon second offense, twenty-four (24) hours suspension without pay; upon third offense, discharge or such lesser penalty or punishment as the Chief in their discretion may impose for violation of the following rules:

1. Being absent from duty, without authorization (employee has not arrived at their duty station nor has the employee called in to the officer in charge with a valid excuse within one hour of the start of their shift.)
  2. Sleeping on duty during unauthorized rest periods or without permission of officer in charge. Such unauthorized times shall be 0700 hours to 1200 hours and 1300 hours to 2100 hours and any other time a Fire Fighter is performing assigned duties but does not include authorized lunch periods.
  3. Gambling while on duty.
  4. Violation of safety rules or common-sense safety practices.
  5. Failure to report vehicle accident to supervisor.
  6. Performance of services or obligations of a personal nature while on duty and without permission.
  7. Carrying unauthorized passengers in City owned vehicles.
  8. Failure to check in and out with the officer in charge when leaving station during duty hours.
  9. For violation of any rules of conduct not specifically addressed elsewhere in this exhibit "B".
- C. Generally, operations employees shall be subject to no penalty or punishment whatsoever for the first two offenses, upon third offense, a written reprimand, upon fourth offense, twenty-four (24) hours suspension without pay, upon fifth offense, forty-eight (48) hours suspension without pay, upon sixth offense, discharge or such lesser penalty or punishment as the Chief in their discretion may impose for violation of the following rules:
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 employee's file; rather, that it will not be used to determine future discipline.  
  
 And further provided that all previous warnings or penalties shall not 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 subject to Secs. 62.13(5)(em) and (5)(i), Stats.
- D. The term "24 hours suspension without pay" shall be defined to mean the employee will be suspended 24 work hours and be deducted 24 hours pay provided, however, this section shall not be implemented in a manner that violates the Fair Labor Standards Act. For this purpose, the hourly rate is established by dividing the wage rate shown in Exhibit A by 80.
- E. Prior disciplinary action for a related offense shall not be used as a basis for progressive discipline when one year or more has elapsed since the previous related offense to the extent they apply to disciplinary decisions that are not subject to Secs. 62.13(5)(em) and (5)(i), Stats.  
  
 And further provided that all prior disciplinary action for a related offense shall be used as a basis for progressive discipline when one year or more has elapsed since the previous related offense to the extent they apply to disciplinary decisions that are subject to Secs. 62.13(5)(em) and (5)(i), Stats.

**City of Appleton  
and  
Fire Fighters Local 257  
Side Letter Agreement-  
Implementation of N.F.P.A. Physicals  
August 23, 2002**

The City of Appleton will pay the cost of the annual medical evaluations. Any follow-up evaluation or treatment for medical conditions identified during the annual physical will be paid for in accordance with the health insurance benefits provided in the bargaining agreement.

1. In accordance with NFPA 1582 Section 1-3.2, the requirements of NFPA 1582 will be phased in based upon employees hiring dates. The standard will be utilized as a recommendation for all employees hired prior to January 1, 2002. In addition, employees hired prior to January 1, 2002, the following language will be followed, in accordance with NFPA section 2-5.3, the fire department physician shall not medically certify any current member for return to duty if any Category A or B medical conditions specified in Chapter 3 of the standard is present, that is determined to be severe enough to affect the member's performance. For employees hired after January 1, 2002, in accordance with section 2-5.2, the fire department physician shall not medically certify the current member for return to duty if any Category A medical condition specified in Chapter 3 of the standard is present.
2. The City will make every attempt to schedule the medical evaluation on duty. If the medical evaluation needs to be performed off-duty, the employee shall be paid according to the Collective Bargaining Agreement, ARTICLE 5 – Overtime-D. Such compensation will not offset the employee's FLSA time.
3. The City agrees to comply with the NFPA Standard recommendations and State Statutes with regard to medical evaluation records, results, reporting and confidentiality.
4. The intent of the NFPA annual physical is not to institute a random drug-screening program.
5. When the City physician determines that an employee is not fit for duty, the employee may, at his or her own expense, choose to seek a medical opinion from another physician. After the second physician has rendered their opinion, and if, the opinions of the City's physician and the employee's physician are in conflict, the employee will be asked to sign a release so that the two physicians can discuss their opinions. (The most current copy of the Patient Registration Release form will be provided). Should the two physicians be unable to resolve those conflicts, the City will agree to pay for another medical exam conducted by a physician practicing in the field related to the disputed medical condition. This third physician will be mutually agreed upon by both the City's and employee's physicians and the opinion of this third physician shall be final. Should the employee refuse to sign a release allowing the City's physician to communicate with the employee's physician, the third opinion shall not be obtained and the decision of the City's physician shall be final.  
  
Once the City physician and employee's physician have agreed on a third physician, the City Human Resources Department shall be notified of the selection. The Human Resources Department will schedule the appointment with the selected physician's office and notify the employee of the scheduled time. The employee shall be placed on paid administrative leave pending the decision of the third physician. In the event the employee does not keep the scheduled appointment, absent an unusual emergency, the employee will be placed on unpaid administrative leave from the date of the original appointment until the third opinion is rendered.
6. In the event an employee is determined to be unfit for full duty, the employee may be offered alternate duty.
7. In the event that the employee is determined to be unfit for full duty the employee may utilize paid leave under the collective bargaining agreement and any leave available by law. In the event that an employee has exhausted all available paid leave, said employee shall be placed on a leave of absence without pay. An employee placed on unpaid leave pursuant to this letter, will receive up to a total of three (3) months continued Health and Dental Insurance benefits, paid for by the City, in addition to the employees' entitlement under the FMLA. This three (3) month extension of Health and Dental Insurance benefits is based upon the condition resulting in the employee being determined to be

unfit for full duty, and, unlike FMLA benefits, does not result in a new entitlement with the beginning of a new calendar year.

8. In accordance with the NFPA standard, the Department shall provide encouragement and resources to the employee so as to expedite their return to full duty. Such resources shall include: the City's Employee Assistance Program, recommendations from the City's physician, access to the Fire Department's fitness facility-with a physician's release and a signed consent/waiver form (attached).
9. A copy of NFPA 1582 shall be utilized as a reference.

<b>CITY OF APPLETON POLICY</b>	<b>TITLE: FRINGE BENEFITS</b>	
<b>ISSUE DATE:</b> April 6, 2000	<b>LAST UPDATE:</b> December 18, 2002, April 17, 2003 September 11, 2003, July 2004, February 2006 November 2006, September 2009, January 2010 November 2011, August 2012, April 2014, December 2015, September 2016, December 2017, April 2019, February 2021	<b>SECTION:</b> Human Resources
<b>POLICY SOURCE:</b> Human Resources Department	<b>POLICY AUDIENCE:</b> All Employees Excludes Valley Transit, Police and Fire protective employees covered by a collective bargaining agreement.	<b>TOTAL PAGES:</b> 17
<b>Reviewed by Legal Services Date:</b> March 2000 July 21, 2004 September 2009 June 27, 2014 December 2015 May 2021	<b>Committee Approval Date:</b> March 28, 2000 July 28, 2004 March 22, 2006 October 28, 2009 December 12, 2011 August 20, 2012 July 21, 2014 December 7, 2015 December 11, 2019 May 12, 2021	<b>Council Approval Date:</b> April 5, 2000 August 4, 2004 April 5, 2006 November 4, 2009 December 21, 2011 September 5, 2012 August 6, 2014 December 16, 2015 December 18, 2019 May 19, 2021

I. PURPOSE

To outline for employees the fringe benefits available to all employees, excluding represented Valley Transit, Police and Fire protective employees.

II. POLICY

It is the policy of the City of Appleton to make available fringe benefits as outlined in this policy. It is also the policy of the City of Appleton to provide incentives, recognize significant levels of responsibilities, and to attract and retain qualified employees by offering comparable benefits.

III. DISCUSSION

This policy provides the current fringe benefits available. These benefits are subject to change with approval of the Common Council.

IV. DEFINITIONS

A. Regular Full-Time (exempt): Employees who work a minimum of 2080 hours per year or 80 hours bi-weekly and not eligible for overtime or compensatory time for any hours worked beyond 40 hours per week. A full-time exempt employee is expected to work whatever hours necessary to complete the job they have been hired for. Employees who are classified as exempt are paid on a "salaried basis" meaning that the person will be paid the same full salary for any week in which work is performed without regard to the number of hours worked.

- B. Regular Full-Time (non-exempt): Employees who work 2080 hours per year and are eligible for overtime after working 40 hours per week.
- C. Regular Part-Time (exempt): Employees who are normally scheduled to work a minimum 1040 hours per year but less than 2080 hours per year and are not eligible for overtime or compensatory time for any hours worked beyond their standard bi-weekly hours.
- D. Regular Part-Time (non-exempt): Employees who are normally scheduled to work a minimum 1040 hours per year but less than 2080 hours per year and are eligible for straight time pay for hours worked beyond their standard biweekly hours and for overtime after working 40 hours per week.
- E. Non-represented: All employees whose benefits are not covered by a Collective Bargaining Agreement.
- F. Represented: Employees whose benefits are covered by a Collective Bargaining Agreement. Those include: Valley Transit Teamster Local 662, Appleton Professional Police Non-supervisory Unit and the Appleton International Association of Firefighters Local 257.
- G. Domestic Partner: Persons without registration that meet the following criteria:
  - a. Each individual is at least 18 years old and competent to enter into a contract;
  - b. Neither individual is married to, or in a domestic partnership with, another;
  - c. They share a common residence
  - d. Their partnership must not violate Wisconsin Statutes which bar marriage between certain persons based on kinship and divorce;
  - e. They must consider themselves to be members of each other's immediate family and
  - f. They must agree to be responsible for each other's basic living expenses.

Employees who wish to utilize the funeral leave benefits available for domestic partners must submit in writing to the Human Resources Department proof that the criteria listed above in (a-f) are met. Human Resources will make a determination on eligibility based on the information provided by the employee.

- H. Look-Back Measurement Period: Rules set by Health Care Reform to offer coverage to an employee who at time of hire wasn't eligible for medical insurance coverage. If during measurement period the employee's hours increase to over 30 hours per week on average then must be offered medical insurance. Measurement Period is the 12 months the City will use to review hours worked in the calculation. Administrative Period is the 60 day period for the City to administratively compute hours work to know if insurance should be offered. Stability Period is the 12 month period of time that once an employee qualifies must be allowed to stay on medical insurance.

## V. BENEFITS

### A. Health and Dental Insurance

#### 1. Health Insurance:

Regular full-time and part-time employees working 30 hours or more per week, shall be eligible for health insurance benefit plan options as outlined in Attachment A.

Effective January 1, 2013 part-time employees who are enrolled in the City health insurance program shall be grandfathered and will continue to be eligible for health insurance benefits

provided they maintain their enrollment in the plan. If said employee chooses to drop coverage the part-time employee must work 30 hours per week to re-enroll.

Health insurance is effective upon the 31<sup>st</sup> calendar day of employment. Employees not enrolling at this time will be required to provide a certificate of previous insurance coverage or will have to wait until the open enrollment period for coverage the following calendar year.

Premiums will be deducted from the employee's payroll check. All premiums will be taken on a pre-tax basis unless the employee notifies the Human Resources Department in writing of their desire to have the premium deducted on a taxable basis. Any payments for insurance premiums that cannot be taken through payroll, are due on or before the first of the month for the month of coverage to the Human Resources Department. Failure to make timely payments may cause cancellation of coverage.

Employees who have a spouse who also work for the City must select either one family plan or two single plans.

The City will follow the Health Care Reform Act look-back provision in order to determine if a previously not eligible employee becomes eligible for medical insurance. The Measurement Period will be November 1 through October 31. The Administrative Period will be November 1 through December 31. The Stability Period will be January 1 through December 31.

## 2. Dental Insurance:

Regular full-time and part-time employees shall be eligible for a dental insurance benefit plan as outlined in Attachment B.

Premiums will be deducted from the employee's payroll check. All premiums will be taken on a pre-tax basis unless the employee notifies the Human Resources Department in writing of their desire to have the premium deducted on a taxable basis. Any payments for insurance premiums that cannot be taken through payroll, are due on or before the first of the month for the month of coverage to the Human Resources Department. Failure to make timely payments may cause cancellation of coverage.

Dental insurance is effective upon the 31<sup>st</sup> calendar day of employment. Employees not enrolling at this time will have to wait until the open enrollment period for coverage the following calendar year.

Employees who have a spouse who also work for the City must select either one family plan or two single plans.

## Life Insurance

1. Basic Life Insurance: Regular full-time and regular part-time employees are eligible for term life insurance in an amount equal to one times the employee's annual salary rounded to the next even thousand increment to a maximum of \$50,000. The City shall pay the full cost of the premium.

2. Optional Life Insurance: In addition to the \$50,000 term life insurance, regular full-time and regular part-time employees can purchase optional life insurance in \$10,000 increments. Optional life insurance can be purchased for spouse and dependent children. The employee must pay the full premium for all optional life insurance.



Life insurance is effective on the first of the month after thirty-one (31) calendar days of employment.

B. Long-Term Disability Insurance

Regular full-time and regular part-time employees will be eligible for long-term disability insurance. Coverage will be provided at 60 % of the employee's salary for non-work related injuries or illnesses after a ninety (90)-calendar day waiting period. The carrier must deem employees eligible. The City shall pay the full cost of the premium.

Long-term disability insurance is effective on the first of the month after ninety (90) (uninterrupted) calendar days of employment.

C. Wisconsin Retirement System

The City shall pay one half of all actuarially required contribution for funding benefits under the retirement system for regular full-time and regular part-time employees, this excludes Police and Fire protective employees. Participation in the Wisconsin Retirement System is mandatory.

D. Deferred Compensation Program (Section 457 Plan)/Roth

Regular full-time and regular part-time employees are eligible to participate in the City Deferred Compensation Program upon enrollment into the program anytime on or after their first day of employment. Any amounts contributed to the program, which must be by payroll deduction, are paid for fully by the employee. Under this plan, you may contribute money (on a pre-tax basis) in a tax deferred investment of your choice to earn tax deferred interest until you are ready to receive distributions, usually at retirement. There is also a Roth option that must be by payroll deduction and is paid for fully by the employee. This allows you to contribute money (on an after tax basis) to investments of your choice.

E. Post Employment Health Plan (PEHP)

The City of Appleton participates in the PEHP for Non-Represented Public Employees in accordance with the terms and conditions of the Plan's Participation Agreement.

1. Monthly Contributions:

The City agrees to contribute to the Plan on behalf of all regular full-time non-represented employees. The City shall contribute for each Eligible Employee the amount of ten dollars (\$10) per month.

The City shall pay the annual administration fee on behalf of the eligible active employee. The procedure for payment of the administration fee shall be accomplished by a deduction and reimbursement directly into the employee's account.

Regular part-time employees are not eligible for payment of the annual administration fee or the monthly contribution to the PEHP.

2. Additional Contributions:

In addition to the monthly contribution amount, the City will contribute upon retirement, the value of unused sick leave of an Eligible Employee's accumulated sick leave balance to the

maximum as follows:

- 90 days for formerly represented AFSCME employees;
  - 90 days plus any accumulated physical fitness bonus incentive for Police Captains and Lieutenants and;
  - 120 days plus any accumulated physical fitness bonus incentive for Police/Fire administrative protective status personnel and
  - 120 days for all other employees
- (For purposes of the additional contribution, an Eligible Employee is an employee who is qualified for an annuity under the Wisconsin Retirement System.)

PEHP contributions are not reportable earnings to the Wisconsin Retirement System.

Contributions to the PEHP may only be used after an employee leaves employment with the City of Appleton. Monthly contributions are placed into an account that may be used to pay for IRS qualified expenses. The additional contributions are placed into an account that may be used to pay for premium contributions only.

- F. Flexible Spending Account: All regular full-time and regular part-time employees are eligible to participate in the flexible spending account program. Enrollment shall be January 1 of each year for existing employees or within thirty (30) calendar days for newly hired employees or for qualifying status changes. This program allows the employee to use pre-tax funds to pay for IRS qualified expenses. It also allows pre-tax funds for dependent day care expenses for children under the age of thirteen (13) or day care expenses for disabled dependents.
- G. Worker's Compensation: Regular full-time employees and regular part-time employees shall receive worker's compensation benefits based on state worker's compensation laws, with the exception's that there shall be no cap on the weekly (TTD) temporary total disability payments and they be compensated for the first three days at 66 2/3% following the date of injury, after the 7 day period is met. All protected police and fire personnel shall receive the same benefit afforded to the represented employees in the department.
- H. Tuition Reimbursement: All regular full-time non-represented employees who successfully complete job related continuing education courses toward a degreed program shall be reimbursed for fifty percent (50%) of the cost of tuition and books. The total amount reimbursed will not exceed fifty percent (50%) of the amount charged by the University of Wisconsin system for similar courses that is paid by the employee.

Library employees shall be reimbursed for up to 25% of the cost of tuition and books, paid by the employee, not to exceed that charged by the University of Wisconsin system for similar courses for graduate Library education.

The department head and the Director of Human Resources must approve participation in such courses, in advance. Successful completion shall mean a passing grade if the course or program is graded on a pass/fail basis or a grade of "C" or better if letter grades are issued. Class participation will be on the employee's own time.

All tuition reimbursement requests shall be subject to available departmental funds. Reimbursements from other sources will offset City contributions. (ie; grants).

- I. Direct Deposit: All employees are required to have their payroll checks direct deposited into a bank or credit union of their choice. The full amount of the deposit must go into one account.

J. Employee Assistance Program (EAP): The City sponsors an EAP to help employees and those living in their households maintain healthy levels of emotional, work-life, and physical well-being, and to limit the effect of personal problems on job performance. All employees and those living in their households are eligible to utilize resources and services offered through the EAP. This benefit comes at no cost to the employee or participant and is designed to provide short-term confidential counseling and referral services, financial information and resources, legal support and resources, work-life solutions, and Guidance Resources Online. Services rendered by the EAP are provided through a contract with a private employee assistance consulting firm.

K. Other Benefits: Other voluntary benefits may be offered based on the City's discretion.

VI. PAID LEAVE

Employees shall receive a total of twelve (12) holidays per year (this includes scheduled holidays, as listed below). When a holiday falls on Saturday or Sunday, it shall be determined by the Mayor in November of the previous year, if service to the public will be required on the Friday or Monday. If it is determined that service will be provided to the public, employees shall work those days as part of their normal workweek and will be given a floating holiday off in lieu of the Friday before and/or the Monday after a holiday to be scheduled with supervisory approval. Department Directors will inform employees the November prior to the beginning of the following year of any variations of the following schedules. For those employees who are not required to service the public as noted above, when New Years, Independence Day, or Christmas falls on Saturday they shall be observed on the preceding Friday and when they fall on Sunday they shall be observed on the following Monday.

A. Holidays: the City (excluding Valley Transit and Library) shall observe the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Last working day before Christmas
8. Christmas Day
9. Four floating holidays
10. Any additional holidays granted by the Common Council

Valley Transit shall observe the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Six floating holidays
8. Any additional holidays granted by the Common Council.

The Appleton Public Library shall observe the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve
9. Four floating holidays
10. Any additional holidays granted by the Common Council and Library Board

Regular full-time employees are eligible for holidays based on eight (8) hours for each of the above listed holidays. Police Lieutenants and Captains who are required to work (minimum staffing) on Thanksgiving Day, Day after Thanksgiving, Christmas Eve or Christmas Day shall be entitled to receive \$100 compensation and will be allowed to take an alternative day off.

Regular part-time employees are eligible for holidays pro-rated based on the approved budgeted position. If one of the above listed holidays falls on a regularly scheduled day off for a regular part-time employee, the employee may have the option, with department head approval, of taking pay for the holiday, taking an additional day off during the pay period or scheduling the holiday as a floating holiday to be used by December 31.

Floating Holidays may be charged in one quarter hour increments and/or pursuant to departmental policy. Floating Holidays must be used during the calendar year or they will be lost. Department directors/ or designee shall approve the number of employees off on a floating holiday at any one given time, as well as how employees will pick floating holidays and whether or not employees will be allowed to cancel scheduled floating holidays.

In order for regular full-time and regular part-time employees to be eligible for holiday pay, they must work their regularly scheduled work day immediately preceding and following the holiday, except in the case of an employee on an approved paid leave. Floating holidays will be pro-rated in the year of hire and termination/resignation/retirement as follows:

	Hired	Leaving
January-March	3	0
April-June	2	1
July-September	1	2
October-December	0	3

Non-exempt employees who work on any of the scheduled holidays shall receive double time pay for all hours worked on the holiday unless otherwise noted in departmental policies or have received an additional day off as noted above.

When an exempt employee is required to work one of the holidays listed above, that supervisor shall be given an additional floating holiday off, to be scheduled with supervisory approval. This provision shall not apply to Fire personnel working a 24-hour shift.

Non-represented Fire Personnel working a 24-hour shift shall be granted pay for scheduled holidays in accordance with the current International Association of Fire Fighters Local 257 collective bargaining agreement. In addition to the pay for scheduled holidays, 24-hour shift

personnel shall be entitled to floating holidays based on the following schedule:

Upon promotion or year of hire:	one (1) floating holiday
After five (5) years of city service:	two (2) floating holidays
After eight (8) years of city service:	three (3) floating holidays

Floating Holidays shall be charged in one quarter hour increments and/or pursuant to departmental policies or guidelines.

- B. Vacation: All regular full-time employees shall be entitled to paid vacation benefits as of January 1 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.

Regular part-time employees are eligible for vacation pro-rated based on the approved budgeted position. Regular part-time employees shall use vacation based on the number of hours scheduled to work on the day or days for which the vacation is requested.

Paid vacations shall be provided in accordance with the following:

Vacation Schedules: Existing employees shall be placed on the schedule below effective January 1, 2012. Employees will not lose earned vacation as a result of that placement and shall move to the next increment based on their years of service on the schedule below.

Year of hire: Persons hired prior to July 1 of any year shall receive one week (5 working days) of vacation during their year of hire subject to approval of their department head or Mayor if appropriate and in accordance with department policies.

1. Non-exempt:

After one year of continuous service: one week of vacation (five working days.)  
After two years of continuous service: two weeks of vacation (ten working days.)  
After six years of continuous service: two weeks plus two days of vacation (twelve working days.)  
After eight years of continuous service: three weeks of vacation (fifteen working days.)  
After twelve years of continuous service: four weeks of vacation (twenty working days.)  
After fifteen years of continuous service: four weeks plus two days of vacation (twenty-two working days.)  
After twenty-years of continuous service: five weeks

2. Exempt:

After one year of continuous service: two weeks (ten working days.)  
After five years of continuous service: three weeks (fifteen working days)  
After eight years of continuous service: three weeks plus three days of vacation (eighteen working days.)  
After twelve years of continuous service: four weeks plus two-days of vacation (twenty- two working days.)  
After twenty years of continuous service: five weeks plus four days of vacation (twenty-nine working days.)

3. Fire Personnel working a 24-hour shift:

After one year of continuous service: three days of vacation.  
After two years of continuous service: six days of vacation.  
After five years of continuous service: seven days of vacation.  
After eight years of continuous service: ten days of vacation.  
After twelve years of continuous service: thirteen days of vacation.  
After sixteen years of continuous service: fourteen days of vacation.  
After twenty years of continuous service: sixteen days of vacation.

Administration of Vacation:

Department directors/or designee shall approve the number of employees off on vacation at any one given time, as well as how employees will pick vacations and whether or not employees will be allowed to cancel vacations.

With the exception of the year of hire, vacation credits are earned in one year and are available for use in the following year. All employees entitled to three (3) weeks or more of vacation must schedule and take at least two (2) weeks of vacation during the year of entitlement. All employees entitled to less than three (3) weeks of vacation must schedule and take at least one (1) week of vacation during the year of entitlement. Employees who do not schedule the minimum required vacation will have it scheduled for them at a time determined by the department. If a department is unable to schedule the minimum required vacation for the employee, the time will be lost.

Vacation benefits shall be charged in one quarter hour increments and/or pursuant to departmental policies or guidelines.

When a holiday falls during an employee's vacation, he/she shall not be required to use a vacation day in lieu of the holiday.

In the event an employee or family member becomes ill during an employee's vacation, the employee will not be allowed to substitute sick leave for vacation unless the need for sick leave commences prior to the start of the approved vacation.

Regular employees who move from one position to another by transfer, promotion, or demotion, in the City, shall be credited with accumulated vacation leave in their new position. An employee whose employment status is changed from temporary to regular status without a break in service shall receive vacation credits from the original date of hire. Library employees whose status is changed from temporary to regular status will have their vacation based on their status effective date change.

No credit for vacation leave shall be granted for time worked by an employee in excess of their normal workweek.

Use of vacation time must be approved in advance by the department head.

Vacation Carry-Over:

Any employee may carry over, from one year to the next, up to a maximum of five (5) days (forty hours) vacation.

Non-represented Fire employees working a 24-hour shift may carry over, from one year to the

next, three (3) days.

Any vacation time that is carried over into a subsequent year shall be considered the first vacation time used by the employee in the subsequent year. The process at year end for employees who have unused vacation will be as follows:

1. Any unused eligible balance up to forty hours will automatically be carried over to the next year.
2. Any remaining balance up to forty hours may be paid to the employees PEHP or H.S.A. account. (No more than a total of up to 40 hours for the two plans combined)

Any employee wishing to have their remaining balance paid to the PEHP (up to 40 hours maximum), must enter the hours of the remaining balance in the payroll system on the payroll that includes 12/31 and use a code of "VT" in Iseries or 822 in Munis.

Any employee wishing to have their remaining balance paid to their H.S.A. account (up to 40 hours maximum), must enter the hours of the remaining balance in the payroll system on the payroll that includes 12/31 and use the code of "XV" in Iseries or 818 in Munis.

Fire personnel employees who have vacation balances as of December 31, will have the unused eligible balance up to three days for Fire personnel working a 24 hour shift, automatically carried over to the next year and any remaining balance up to three days for Fire personnel working a 24 hour shift may be paid to their PEHP account or their H.S.A. account: (No more than a total of up to 40 hours for the two plans combined)

In both payout options, Fire employees working a 24-hour shift will have their shift hours converted to a 40 hour paid work week.

All eligible vacation not used in the year in which it is available and not carried over, must be entered into the payroll system with the VT or XV codes for payment to their PEHP or H.S.A. account or the vacation time will be lost.

At termination or retirement, any unused vacation will be paid to the employee in a lump sum. Vacation cannot be used over payroll periods to extend the last day of employment.

Exceptions to the above vacation carryover and PEHP/H.S.A. contribution beyond forty hours and three days for Fire personnel working a 24 hour shift, may be made in unusual circumstances as pre-approved by the Department Director or Mayor as appropriate and the Human Resources Director.

The Human Resources Director may request exceptions to the vacation provisions as it relates to placement on the schedule, on a case-by-case basis with a report to the Human Resources Committee.

- C. Paid Time Off: (PTO) Employees shall receive six (6) PTO days January 1 of each year to be used as paid time off. Part-time employees shall receive a pro-rated amount based on their approved budgeted position. For newly hired employees, PTO days shall be pro-rated based on the month hired. Employees will be allowed to carryover three (3) PTO days not used as of December 31<sup>st</sup>. Any request made for PTO days shall follow the normal procedure for the type of leave being requested. (e.g. vacation, floating holidays and sick leave must follow the normal

guidelines used for requesting that type of benefit)

PTO days shall be pro-rated in the year of hire/termination/resignation/retirement as follows:

	Hired	Leaving
January-February	5	0
March-April	4	1
May-June	3	2
July-August	2	3
September-October	1	4
November-December	0	5

Fire employees working a 24-hour shift shall receive four (4) PTO days on January 1<sup>st</sup> of each year to be used as paid time off. Fire employees will be allowed to carryover two (2) PTO days not used as of December 31<sup>st</sup>.

PTO days for Fire employees working a 24-hour shift shall be pro-rated in the year of hire/termination resignation/retirement as follows:

	Hired	Leaving
January-March	3	0
April-June	2	1
July-September	1	2
October-December	0	3

Employees who use more PTO than they are entitled to in the year they leave employment shall owe the City the time back, unless the employee leaves employment as a result of physician certified disability.

PTO days shall be charged in one quarter hour increments and/or pursuant to departmental policies or guidelines.

- D. Sick Leave: Employees who have sick leave on the books will have that balance grandfathered as of December 31, 2011 and employees will no longer earn sick leave.

Sick leave that has been grandfathered may be used for an absence due to illness of, or injury to, the employee or an immediate family member living in the employee's residence, unless otherwise qualified under the Family Medical Leave Act.

Sick leave cannot be used until all Paid Time Off (PTO) days have been exhausted unless otherwise qualified under the Family Medical Leave Act. Employees must use the 2<sup>nd</sup> sick leave bank before accessing the regular bank;

1. PTO
2. 2<sup>nd</sup> sick leave bank
3. Regular sick leave bank

Sick leave and PTO may be used for doctor or dental appointments, which cannot be scheduled during an employee's regular time off. Employees are encouraged to schedule routine appointments that minimize the operational impact to the department.



Sick leave and PTO shall be charged in no less than one quarter-hour increments provided it is pre-approved by the employee's supervisor and/or pursuant to departmental policies or guidelines

A regular employee who moves from one position to another by transfer, promotion, or demotion, in the City, shall have their total sick leave credits transferred to the new department.

Employees who wish to utilize the sick leave benefits available for domestic partners must submit in writing to the Human Resources Department proof that the criteria listed above in (a-f) under Definitions (G) are met. Human Resources will make a determination on eligibility based on the information provided by the employee.

- E. Funeral Leave: In the case of the death of the employee's spouse, domestic partner, child, or stepchild, regular full-time employees may be paid for scheduled time lost up to ten (10) working days, but not to exceed (80) eighty hours, at the employee's regular straight time rate. Leave must be taken within 60 days of the death.

In the case of death in the immediate family of a regular full-time employee, the employee will be paid for the scheduled time lost up to three (3) scheduled workdays, but not to exceed (24) twenty-four hours at the employee's regular straight time hourly rate.

For purposes of funeral leave, immediate family shall be defined as the employee's grandchild; mother or step-mother; father or step-father; legal guardian; sister or brother; mother-in-law or father-in-law; any other relative living in the employee's residence at the time of death; or the mother or father of the employee's domestic partner.

In the event of death of the grandparent of the employee, employee spouse, or domestic partner, the employee will be given leave for the day of the funeral, but not to exceed (8) hours at the employee's straight time hourly rate.

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Fire employees working a 24-hour shift shall be eligible for funeral leave based on the following:

Spouse, domestic partner, child or stepchild: 5 workdays without loss of pay

Immediate Family: 2 workdays

Grandparent: 1 workday

Employees who wish to utilize the funeral leave benefits available for domestic partners must submit in writing to the Human Resources Department proof that the criteria listed above in (a-f) under Definitions (G) are met. Human Resources will make a determination on eligibility based on the information provided by the employee.

Regular part-time employees are eligible for funeral leave pro-rated based on the approved budgeted position.

- F. Compensatory Time: Non-exempt regular full-time employees will be paid-overtime at time and one-half for all hours in excess of forty hours worked in a pay week. Non-exempt regular full-time employees, with the prior approval of their supervisor, may have the option of converting additional time worked to compensatory time off up to a maximum of 40 hours. Request for usage of compensatory time shall be pursuant to departmental policies.
- G. Jury Duty/Witness Duty: Regular full-time and regular part-time employees shall receive full pay

for any work day the employee serves as a juror or if subpoenaed on witness duty if the employee was scheduled for work. In order for an employee to be eligible for witness duty pay, the reason for being a witness must be related to their employment with the City of Appleton. As a condition for such payment, the employee shall report for work for their regularly scheduled hours immediately before and following such duty when reasonably possible and shall immediately notify the Employer upon receipt of the jury summons or subpoena. The employee shall complete a Jury Duty Request form and submit it to their supervisor as soon as they are notified by subpoena of their requested appearance.

In order to receive full pay the employee is required to, upon receipt of jury or witness pay, submit their jury or witness pay to the City payroll office. The payroll office will cash the employees check, retain the portion of the check representing per diem payments, and give the employee the mileage and meal reimbursement portions of the check.

Employees, at their option, may use paid time off for a day of jury or witness duty and thereby retain the jury or witness pay as well as full pay for the day(s).

## VII. LEAVE OF ABSENCE

Leaves of absence may be granted without pay subject to the following conditions:

~~Leave without pay shall be granted at the City's discretion. Leaves will be granted at the total discretion of the Department Head and the Human Resources Director. Any leave request from a Library employee must also be approved by the Library Board. A Request for leave of absence must be requested at least 30 days prior to the taking of such leave, or in emergency cases as soon as reasonable or practicable. An acceptable physician's certification shall be required for all medical leaves of absences. No leave of absence shall be granted for more than one calendar year.~~

~~A leave of absence may be considered for up to one calendar year. If leave is needed beyond one calendar year and it is related to a medical condition, then employee may be placed on an inactive status. Inactive status may only be considered if:~~

- ~~• The employee is not permanently restricted from returning to their position.~~
- ~~• There is no financial impact to the City (e.g. salary or fringe benefits) while on an inactive status.~~
- ~~• The position will not be held vacant.~~
- ~~• All other requirements under Leave of Absence in this policy are followed.~~

~~Employees returning from an inactive status will be eligible to return to the same or a like position in that department, if one exists, when they are deemed fit for duty. The inactive status will end no later than three years from the date of leave, at which point employment will terminate.~~

~~When such leave is requested as an extension of medical leave, an acceptable physician's certificate shall be required.~~

The employee must exhaust all available paid time off benefits prior to the commencement of an

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unpaid leave of absence.

Return to work earlier than the scheduled termination of leave date may be arranged by the department head and the employee with the approval of the Human Resources Director, provided it does not conflict with the physician's certification.

Employees on an unpaid leave of absence with the City may not be employed elsewhere unless otherwise approved by the Human Resources Director.

If an employee is unable to return to work on the date stipulated, ~~they~~ he/she may submit a written request to extend their leave of absence, subject to the approval of the Human Resources Director. If, on the date following the expiration of the leave of absence, an extension is not requested and granted and the employee has not returned to their position, the employee shall be considered to have voluntarily resigned from City employment.

~~The appropriate Department Head may approve leaves of absence without pay for a period of less than 3 days in a given year provided that all available paid time off benefits have been exhausted prior to the requested leave dates.~~

~~Any employee absent from work without approval shall receive no pay for the duration of the absence, and shall be subject to corrective action up to and including discharge.~~

#### VIII. BENEFIT STATUS DURING LEAVE OF ABSENCE

Employees on an approved leave of absence without pay may elect to continue health, dental, and life insurance coverage during the period they are on leave beyond the first thirty days in addition to any voluntary insurance policies they may have elected. The employee shall be responsible for paying the full premium(s), due on or before the first of the month, in the Human Resources Department for all of the desired coverage. Failure to make timely payments will cause cancellation of coverage.

Paid time off and vacation shall not be earned by an employee during a leave of absence without pay, a suspension without pay, or when the employee is otherwise in a non compensable status, excluding approved FMLA, should such period without pay exceed thirty calendar days in any calendar month. In this case, the employee's vacation, floating holiday and PTO entitlement for the following year shall be pro-rated.

#### IX. PHYSICAL FITNESS PROGRAM-POLICE & FIRE SWORN PERSONNEL

Exempt non-represented protective status personnel shall have the option of participating in the Physical Fitness Salary Incentive and Physical Fitness Bonus Incentive program.

All participating protective status personnel will be tested on the schedule for the represented employees within their respective departments, either annually (Fire) or bi-annually (Police).

##### A. Physical Fitness Salary Incentive:

Annual Testing: Participating employees receiving a score of "excellent" will be paid a physical fitness salary incentive of 2% of base pay and those receiving a score of "good" will be paid a physical fitness salary incentive of 1% of their base pay until the next testing date. Such payment shall be in a lump sum payable within thirty (30) days of the finalization of the testing results and shall be calculated on the basis of 2% or 1% of the employee's annual base pay, calculated on

the rate of pay at the time of the test. Employees receiving a score of “adequate” or “poor” will not be eligible for a physical fitness salary incentive.

Bi-Annual Testing: Participating employees receiving a score of “excellent” will be paid a physical fitness salary incentive of 2% of base pay and those receiving a score of “good” will be paid a premium of 1% of their base pay until the next testing date. Such payment shall be in a lump sum payable within thirty (30) days of the finalization of the testing results and shall be calculated on the basis of 2% or 1% of one half of the employee’s annual base pay, calculated on the rate of pay at the time of the test. Employees receiving a score of “adequate” or “poor” will not be eligible for a physical fitness salary incentive.

B. Physical Fitness Bonus Incentive:

Annual Testing: Participating employees shall be eligible for eight (8) hours of physical fitness bonus pay for each testing period that the employee receives a score of “excellent” and four (4) hours of physical fitness bonus pay for each testing period that the employee receives a score of “good”. Employees who score as “adequate” or “poor” will not be eligible for a physical fitness bonus incentive.

Bi-Annual Testing: Participating employees shall be eligible for four (4) hours of physical fitness bonus pay for each testing period that the employee receives a score of “excellent” and two (2) hours of physical fitness bonus pay for each testing period that the employee receives a score of “good”. Employees who score as “adequate or “poor” will not be eligible for a physical fitness bonus incentive.

The accumulated total physical fitness bonus incentive shall be paid to the eligible employee upon retirement (as defined by WRS) to the PEHP. Such payment will be made in accordance with and in addition to the retirement benefits outlined in section V. (Benefits) E. (Post Employment Health Plan) and section XI. (Termination Benefits) of this policy.

X. TERMINATION BENEFITS

- A. Retirement: Employees retiring, with proper notice, at or above the normal retirement age established under the Wisconsin Retirement System and/or eligible for a retirement annuity from the Wisconsin Retirement System shall be eligible for the following benefits:
- a. A lump sum pay-out of their accumulated and carry-over vacation balance \*
  - b. A lump sum pay-out of floating holiday and PTO based upon the proration outlined in, Section IV-Paid Leave, of this policy.\*\*
  - c. A lump sum pay-out of their accumulated compensatory time.
  - d. Accumulated and unused sick leave to a maximum of one hundred and twenty (120) days, (90 days maximum for formerly represented AFSCME employees and Police Captains and Lieutenants), shall be paid to the Post Employment Health Plan. Additionally, any accumulated physical fitness bonus incentive for protective status personnel shall be paid to the PEHP).
  - e. If the employee has completed at least five (5) years of service with the City, the employee may be eligible for a medical plan option exclusive of Dental. Such medical option may be made available to employees and spouses at their own expense, up to the time the employee

and/or spouse turns age 65 or becomes eligible for Medicare, provided they exercise this option prior to their last day of work.

- f. The option of continuing dental coverage for a period of eighteen (18) months following the month in which their retirement occurred, in accordance with state and federal laws.

B. Resignation: Employees who resign their employment with proper notice shall be eligible for the following benefits:

- a. A lump sum pay-out of their accumulated and carry-over vacation balance. \*
- b. A lump sum pay-out of floating holiday and PTO based upon the proration outlined in, Section IV Paid Leave, of this policy.\*\*
- c. A lump sum pay-out of their accumulated compensatory time.
- d. The option of continuing the medical and dental coverage for a period of eighteen (18) months following the month in which their resignation occurred, in accordance with state and federal laws.

C. Retirement or Resignation without proper notice: Employees who retire or resign their employment without proper notice (unless the reason for lack of proper notice is due to a physician certified disability) may be eligible for the following benefits:

- a. A lump sum pay-out of any carry-over vacation balance.\*
- b. A lump sum pay-out of any accumulated vacation balance based upon the following proration
  - 1. Employees required to give a (2) week notice will have a reduction of 10 days.
  - 2. Employees required to give a (30) thirty day notice will have a reduction of 30 days.
- c. Floating holiday and/or PTO\*\*
- d. Employees will receive a lump sum pay-out of their accumulated compensatory time.
- e. The option of continuing the medical and dental coverage for a period of up to eighteen (18) months following the month in which their retirement or resignation occurred, in accordance with state and federal laws.
- f. Accumulated and unused sick leave to a maximum of one hundred and twenty (120) days, (90 days maximum for formerly represented AFSCME employees and Police Captains and Lieutenants), shall be paid to the Post Employment Health Plan. Additionally, any accumulated physical fitness bonus incentive for protective status personnel shall be paid to the PEHP).

D. Termination: Employees benefits:

- a. A lump sum pay-out of any carry-over vacation \*
- b. Floating holiday and/or PTO\*\*
- c. Employees will receive a lump sum pay-out of their accumulated compensatory time.

- d. The option of continuing the medical and dental coverage for a period of up to eighteen (18) months following the month in which their termination occurred, in accordance with state and federal laws.
- E. Death of an employee: In the event of the death of an employee, the following benefits shall be direct deposited into the employee's account:
- a. A lump sum pay-out of their accumulated and carry-over vacation balance.\*
  - b. A lump sum pay-out of floating holiday and PTO based upon the proration outlined in, Section VI Paid Leave, of this policy.
  - c. A lump sum pay-out of their accumulated compensatory time.
  - d. A lump sum pay-out of accumulated and unused sick leave to a maximum of ninety (90) working days. For those employees who are eligible, up to an additional thirty (30) days of accumulated sick leave (beyond the 90 days) and any accumulated physical fitness bonus incentive for protective status personnel shall be paid to the employee's spouse and if no spouse is living, the employee's estate.
  - e. A medical plan option exclusive of Dental, may be made available to the employee's spouse at their own expense, up to the time the spouse turns age sixty-five (65) or becomes eligible for Medicare, provided they exercise this option within thirty days of the employee's death.
  - f. The spouse shall have the option of continuing dental coverage for a period of eighteen (18) months following the month in which the employee's death occurred, in accordance with state and federal laws.

\*Employees leaving with less than ~~twelve~~<sup>eighteen</sup> (12<sup>8</sup>) months of service shall owe the City back all vacation time used, have vacation prorated based on the following formula:

~~5/6 vacation day for each month of completed service minus any vacation time used between their date of hire and their last day of work. In the event the employee has used more vacation than they were entitled, based on this formula, the employee shall have an amount equal to the paid but unearned vacation deducted from their final pay (unless the employee leaves employment as a result of a physician certified disability).~~

\*\*Employees who have used more floating holiday and/or PTO benefit than they were entitled pursuant to Section VI Paid Leave, of this policy in the last year of their employment will have an amount equal to the paid but unearned benefit deducted from their final pay (unless the employee leaves employment as a result of a physician certified disability).

**CITY OF APPLETON 2023 BUDGET**

**INFORMATION TECHNOLOGY**

**Information Technology Director: Corey J. Popp**

# CITY OF APPLETON 2023 BUDGET INFORMATION TECHNOLOGY

## MISSION STATEMENT

The Information Technology Department serves to provide all City departments with reliable, timely and accurate computer applications, as well as planning and implementation of technology related hardware and services that are both cost-effective and responsive to departmental needs.

## DISCUSSION OF SIGNIFICANT 2022 EVENTS

The Information Technology staff continued to support the City's departments, staff, and citizens' increasing dependence on reliable IT services through a focus on shoring up staff, processes, and network security. Some examples of accomplishments in 2022 are:

### Strategy

- Began reorganizing the IT Department around a global standard for IT service offerings called the Information Technology Infrastructure Library framework (ITIL).
- Contracted with a vendor for a 4-part security and network infrastructure assessment.
- Renamed the Network and Mainframe IT divisions to Operations and Development respectively on the department Table of Organization.

### Design

- An IT Service Catalog was compiled. The catalog documents IT services the department provides to City of Appleton staff and citizens.
- An inventory of physical and virtual servers and their purposes was documented.
- Following best-practice assessments, new and more secure configuration policies have been applied to the City's firewall, email protection system, and AI incident-response systems.
- Managed endpoint detection and response (EDR) software now secures the City's computers.
- Security access controls were implemented on desktop and laptop computers.
- Multi-factor Authentication (MFA) was implemented on the City's email system and remote-access VPN.
- The Software Engineer role was moved from the IT Operations division to the Development division.

### Operations

- New help desk software went live in January 2022. The multi-channel system facilitates ticket creation by way of emails, Intranet, telephone, walk-ups, and chat.
- The help desk software automatically routes tickets for user-security updates and request fulfillment to appropriate IT staff.
- Electronic event monitoring now automatically opens help desk tickets for urgent events captured by system logs.
- Three staff positions turned over in Operations. Two of those positions have been filled and the third is expected to be filled by the end of 2022.
- An administrative assistant position was added. It is shared between Information Technology (0.2 FTE) and Human Resources (0.8 FTE).

### Continual Service Improvement

- Helpdesk ticket processing is now a Key Performance Indicator (KPI).
- 3,009 help desk tickets were created from January 1 to June 30.
- 2,942 help desk tickets were resolved in the same timeframe.



# CITY OF APPLETON 2023 BUDGET INFORMATION TECHNOLOGY

## MAJOR 2023 OBJECTIVES

### Strategy

- Expand the ITIL framework to include the Service Transition phase, as well as define additional processes under existing phases.
- Continue to reorganize the budget with careful recategorization and tracking of IT expenses.
- Transition from a capital expenditure (CapEx) spending model to an operating expense (OpEx) spending model.
- Hire a Deputy Director to assist with project coordination, help desk oversight, and staff management.

### Design

- Continue the conversion of applications from the iSeries mainframe to the ERP system.
- Redesign and relaunch the City website as appleton.gov.
- Contract with an IT supplier to support custom applications and interfaces.
- Contract with an IT supplier to establish expertly managed network and data-center services.
- Seek opportunities to convert in-house application hosting to SaaS, managed services, or cloud hosting.
- Continue to implement automation opportunities that utilize managed services and/or AI to respond in real time to security incidents.

### Transition

- Implement the Change Management process.
- Implement the Release & Deployment process.

### Operations

- Continue to ensure that IT services are delivered effectively and efficiently by fulfilling user requests, resolving service failures, fixing problems, and carrying out routine operational tasks.

### Continual Service Improvement

- Add an "actual vs budget" KPI to the IT Dashboard.
- Continue to identify additional KPIs for display on the IT Dashboard.

## DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			%
Unit	Title	2020	2021	Adopted 2022	Amended 2022	2023	Change *
<b>Program Revenues</b>		\$ -	\$ -	\$ -	\$ -	\$ -	N/A
<b>Program Expenses</b>							
13010	Administration	181,167	131,158	209,606	209,606	370,452	76.74%
13020	Development	275,101	278,001	380,593	380,593	560,845	47.36%
13030	Network	1,556,703	1,717,720	1,678,506	1,696,506	1,758,843	4.79%
<b>TOTAL</b>		<b>\$ 2,012,971</b>	<b>\$ 2,126,879</b>	<b>\$ 2,268,705</b>	<b>\$ 2,286,705</b>	<b>\$ 2,690,140</b>	<b>18.58%</b>
<b>Expenses Comprised Of:</b>							
Personnel		952,841	969,008	1,087,861	1,087,861	1,097,125	0.85%
Training & Travel		19,253	21,648	31,780	31,780	32,596	2.57%
Supplies & Materials		161,310	133,810	169,700	169,700	139,250	-17.94%
Purchased Services		879,567	1,002,413	979,364	997,364	1,421,169	45.11%
<b>Full Time Equivalent Staff:</b>							
Personnel allocated to programs		11.00	10.00	10.00	10.00	10.00	

\* % change from prior year adopted budget  
Technology Services.xls

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

**Administration**

**Business Unit 13010**

**PROGRAM MISSION**

To ensure that staff within the Information Technology Department can perform their duties in an effective manner while working in a pleasing and comfortable atmosphere. We will provide necessary tools, equipment, training and support to promote a healthy work environment that encourages customer support and personal development.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies # 1: "Responsibly deliver excellent services", # 2: "Encourage active community participation and involvement", # 3: "Recognize and grow everyone's talents", # 4: "Continuously assess trends affecting the community and proactively respond", # 6: "Create opportunities and learn from successes and failures" and # 7: "Communicate our success through stories and testimonials".

**Objectives:**

Hire a Deputy Director of Information Technology.

Provide training resources to maintain, enhance and develop skills for efficient job performance and personal development of staff.

Provide workspace, parking and supplies to create a comfortable working environment that meets safety and environmental needs.

**Major changes in Revenue, Expenditures, or Programs:**

The increase in salaries and fringe is partially due to the addition of an administrative assistant position that is shared with Human Resources.

The decrease in Other Contract/Obligations reflects costs that are being moved to business unit 13030.

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

**Administration**

**Business Unit 13010**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
Expenses					
610100 Regular Salaries	\$ 114,397	\$ 72,965	\$ 120,973	\$ 120,973	\$ 253,282
615000 Fringes	32,940	17,064	37,153	37,153	77,324
620100 Training/Conferences	13,286	16,248	28,000	28,000	28,000
620200 Mileage Reimbursement	-	1,620	-	-	720
620600 Parking Permits	3,780	3,780	3,780	3,780	3,876
630100 Office Supplies	953	707	1,000	1,000	1,000
630300 Memberships & Licenses	50	50	-	-	50
630500 Awards & Recognition	250	-	200	200	200
632001 City Copy Charges	1,271	1,516	1,500	1,500	1,500
632700 Miscellaneous Equipment	2,378	2,170	1,000	1,000	1,000
641300 Utilities	3,092	2,996	5,000	5,000	3,500
659900 Other Contracts/Obligation	8,770	12,042	11,000	11,000	-
Total Expense	<u>\$ 181,167</u>	<u>\$ 131,158</u>	<u>\$ 209,606</u>	<u>\$ 209,606</u>	<u>\$ 370,452</u>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

Training/Conferences

Microsoft systems	\$ 5,000
Virtual systems	7,000
Network training	8,000
Certification training	4,000
Project & service management	4,000
	<u>\$ 28,000</u>

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

**Development**

**Business Unit 13020**

**PROGRAM MISSION**

To ensure that all ERP users can collect, process and manage needed information and communicate more effectively, we will assist with the analysis, development, testing and implementation of new and upgraded automated systems, as well as maintain the availability and reliability of the ERP and related systems.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies # 1: "Responsibly deliver excellent services", # 2: "Encourage active community participation and involvement", # 4: "Continuously assess trends affecting the community and proactively respond", and # 6: "Create opportunities and learn from successes and failures".

**Objectives:**

Implement Utility Billing on the enterprise resource planning (ERP) system

Move the ERP from in-house servers to SaaS (Software as a Service)

Develop a new City website

Continue support of the legacy iSeries platform

**Major changes in Revenue, Expenditures, or Programs:**

The increased software support reflects ERP costs being moved from business unit 13030 to 13020 and the additional annual recurring costs required to move the ERP system from in-house to SaaS.

The decrease in Salaries and Fringes reflects the elimination of the vacant Software Engineer FTE. Due to this elimination, Consulting Services increased for the estimated outsourcing costs for support of custom applications and interfaces to a third party.

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

**Development**

**Business Unit 13020**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
Expenses					
610100 Regular Salaries	\$ 195,970	\$ 180,431	\$ 264,407	\$ 264,407	\$ 173,304
610400 Call Time Wages	707	779	1,970	1,970	2,043
610800 Part-Time Wages	-	20,956	-	-	-
615000 Fringes	58,545	64,464	96,216	96,216	60,523
632700 Miscellaneous Equipment	308	-	-	-	-
640400 Consulting Services	-	-	-	-	12,000
641800 Equip. Repairs & Maint.	6,811	6,810	7,000	7,000	7,000
642400 Software Support	12,760	4,561	11,000	11,000	305,975
<b>Total Expense</b>	<b>\$ 275,101</b>	<b>\$ 278,001</b>	<b>\$ 380,593</b>	<b>\$ 380,593</b>	<b>\$ 560,845</b>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

Software Support

Tyler ERP SaaS	\$ 262,775
Website development and licensing	24,000
Internet domain registrations/SSL certs	2,000
EliteForms	2,000
HelpSystems	8,000
Prodata DBU Maint	500
Cobol	500
Website accessibility software	4,000
Apex Dev software	2,200
<b>Total</b>	<b>\$ 305,975</b>

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

**Operations**

**Business Unit 13030**

**PROGRAM MISSION**

To ensure that users of City network data and communication systems can continue to perform automated functions in an effective manner, we will maintain the availability and reliability of such systems and correct any operational problems, as well as provide appropriate upgrades and development of new systems as needed.

**PROGRAM NARRATIVE**

**Link to City Goals:**

Implements Key Strategies # 1: "Responsibly deliver excellent services", # 2: "Encourage active community participation and involvement", # 4: "Continuously assess trends affecting the community and proactively respond", and # 6: "Create opportunities and learn from successes and failures".

**Objectives:**

Reduce dependency on the City Hall data center and IT staff by seeking opportunities to convert in-house hosted IT services to SaaS (Software-as-a-Service) cloud offerings.

Increase reliability of IT services by contracting with third parties to provide network and data-center managed services.

Continue to recategorize and align software support, network security, and maintenance budgets to provide a more accurate reflection of IT costs and descriptions.

**Major changes in Revenue, Expenditures, or Programs:**

The Software Support budget related to the ERP was moved to business unit 13020.

The increase in Netmotion costs reflect moving the mission-critical mobile VPN to a SaaS solution.

Actual costs have exceeded budgeted costs in several categories for one or two years. Budgeted costs were adjusted to reflect actual costs across all categories, and more detailed descriptions of those items have been added.

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

**Operations**

**Business Unit 13030**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
Expenses					
610100 Regular Salaries	\$ 403,510	\$ 444,527	\$ 402,167	\$ 402,167	\$ 378,691
610400 Call Time Wages	3,739	4,544	4,011	4,011	3,777
610500 Overtime Wages	2,708	4,177	2,099	2,099	1,931
615000 Fringes	140,323	159,100	158,865	158,865	146,250
620100 Training/Conferences	2,187	-	-	-	-
630100 Office Supplies	5,549	8,692	20,000	20,000	9,500
632700 Miscellaneous Equipment	150,551	120,674	146,000	146,000	126,000
640400 Consulting Services	93,900	52,211	70,250	88,250	35,000
641307 Telephone	2,271	2,288	1,750	1,750	1,750
641800 Equipment Repairs & Maint.	45,853	31,560	43,594	43,594	114,300
641900 Communication Eq. Repairs	27,676	13,503	30,000	30,000	42,000
642400 Software Support	678,436	757,506	659,120	659,120	730,394
642600 Network Security Support	-	118,938	140,650	140,650	169,250
Total Expense	<u>\$ 1,556,703</u>	<u>\$ 1,717,720</u>	<u>\$ 1,678,506</u>	<u>\$ 1,696,506</u>	<u>\$ 1,758,843</u>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

<u>Miscellaneous Equipment</u>		<u>Software Support</u>	
Upgrade PCs and laptops	\$ 83,000	Microsoft agreement	\$ 144,000
Upgrade MDCs	30,000	Axon Evidence	90,000
Misc. network hardware	13,000	Outagamie County (Spillman)	70,000
	<u>\$ 126,000</u>	ArcGIS ESRI	57,000
		Mitel VoIP support	44,000
		Azure	36,000
<u>Consulting</u>		Autodesk (DLT)	28,000
Telephone system consulting	\$ 18,000	NEOGOV	24,000
Network consulting	17,000	Doc management (Metafile)	22,000
	<u>\$ 35,000</u>	Patriot Properties	22,000
		ImageTrend (Fire RMS)	22,000
<u>Equip. Repairs &amp; Maint.</u>		Velocity	22,000
Wireless Licensing	\$ 26,000	Target Solutions/Crewsense	20,000
Core switch support	13,300	Adobe Creative Suite	16,000
Data-center managed services	37,500	Facilicad/Identicard	13,294
Network managed services	37,500	Vision Internet	10,000
	<u>\$ 114,300</u>	ArchiveSocial	10,000
		Virtualization software	10,000
<u>Communication Equip. Repair</u>		Vermont Sys (RecTrac)	6,100
Pro-rata share of fiber network costs	\$ 30,000	Cycom CityLaw	11,400
WiscNet Internet Service	12,000	OnceHub	5,000
	<u>\$ 42,000</u>	Miscellaneous software	5,000
		ID networks (PD)	4,300
<u>Network Security Support</u>		PDQ/Dell Inventory software	4,300
EDR/NGAV Managed Service (Sophos)	\$ 45,700	Modeco Timescape	4,000
Phishing Security SaaS (KnowBe4)	10,000	Granicus govAccess	3,400
Firewall security monitoring (Nexum)	16,350	Video conferencing (Zoom)	3,000
Spam/Phishing filtering (Barracuda)	49,000	Farozone diagram software	2,600
Patching notification (Tenable)	5,200	GlobalTraffic Opticom	2,200
Mobile VPN (NetMotion)	28,000	CradlePoint (AFD)	2,200
Network penetration testing	15,000	Porter Lee Beast evidence	2,200
	<u>\$ 169,250</u>	Apex Sketching (Assessors)	2,200
		Carahsoft OpenRoads	2,000
		Inframanage	2,000
		Mitchell (Shopkey)	1,800
		Win-Wam (Health W&M)	1,800
		Helpdesk	1,700
		Forensic software (PD)	1,600
		Novatime (Transit)	1,300
			<u>\$ 730,394</u>

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

	2020 <u>ACTUAL</u>	2021 <u>ACTUAL</u>	2022 <u>YTD ACTUAL</u>	2022 <u>ORIG BUD</u>	2022 <u>REVISED BUD</u>	2023 <u>BUDGET</u>
Salaries						
610100 Regular Salaries	648,171	602,603	202,124	787,547	787,547	805,277
610400 Call Time Wages	4,446	5,323	1,658	5,981	5,981	5,820
610500 Overtime Wages	2,708	4,177	738	2,099	2,099	1,931
610800 Part-Time Wages	-	20,956	12,520	-	-	-
611400 Sick Pay	594	-	17,724	-	-	-
611500 Vacation Pay	65,113	95,323	21,922	-	-	-
615000 Fringes	<u>231,809</u>	<u>240,626</u>	<u>82,860</u>	<u>292,234</u>	<u>292,234</u>	<u>284,097</u>
TOTAL PERSONNEL	952,841	969,008	339,546	1,087,861	1,087,861	1,097,125
Training~Travel						
620100 Training/Conferences	15,473	16,248	-	28,000	28,000	28,000
620200 Mileage Reimbursement	-	1,620	360	-	-	720
620600 Parking Permits	<u>3,780</u>	<u>3,780</u>	<u>3,780</u>	<u>3,780</u>	<u>3,780</u>	<u>3,876</u>
TOTAL TRAINING / TRAVEL	19,253	21,648	4,140	31,780	31,780	32,596
Supplies						
630100 Office Supplies	6,502	9,400	2,430	21,000	21,000	10,500
630300 Memberships & Licenses	50	50	50	-	-	50
630500 Awards & Recognition	250	-	-	200	200	200
632001 City Copy Charges	1,271	1,516	348	1,500	1,500	1,500
632700 Miscellaneous Equipment	<u>153,237</u>	<u>122,844</u>	<u>11,964</u>	<u>147,000</u>	<u>147,000</u>	<u>127,000</u>
TOTAL SUPPLIES	161,310	133,810	14,792	169,700	169,700	139,250
Purchased Services						
640400 Consulting Services	93,900	52,211	63,899	70,250	88,250	47,000
641307 Telephone	3,235	3,317	1,377	1,750	1,750	1,750
641308 Cellular Phones	768	882	960	5,000	5,000	3,500
641309 Cable Services	1,359	1,084	-	-	-	-
641800 Equipment Repairs & Maint.	52,663	38,370	228	50,594	50,594	121,300
641900 Communication Eq. Repairs	27,676	13,503	285	30,000	30,000	42,000
642400 Software Support	691,196	762,066	248,837	670,120	670,120	1,036,369
642600 Network Security Support	-	118,938	16,494	140,650	140,650	169,250
659900 Other Contracts/Obligation	<u>8,770</u>	<u>12,042</u>	<u>437</u>	<u>11,000</u>	<u>11,000</u>	<u>-</u>
TOTAL PURCHASED SVCS	879,567	1,002,413	332,517	979,364	997,364	1,421,169
TOTAL EXPENSE	<u>2,012,971</u>	<u>2,126,879</u>	<u>690,995</u>	<u>2,268,705</u>	<u>2,286,705</u>	<u>2,690,140</u>





**CITY OF APPLETON 2023 BUDGET  
CAPITAL PROJECTS FUNDS**

**Information Technology**

**Business Unit 4220**

**PROGRAM MISSION**

This program accounts for funding sources and expenditures for various data processing, communications, and technology related needs.

**PROGRAM NARRATIVE**

**Link to Strategy:**

Implements Key Strategy # 1: "Responsibly deliver excellent services".

**Objectives:**

Further descriptions of projects to be funded from this fund can be found in the Capital Projects section of the budget, as follows:

<u>Project</u>	<u>Amount</u>	<u>Page</u>
Information Technology - Endpoint Switches	\$ 250,000	Projects, Pg. 649
	<u>\$ 250,000</u>	

**Major changes in Revenue, Expenditures, or Programs:**

No major changes.

**DEPARTMENT BUDGET SUMMARY**

Programs		Actual		Budget			% Change *
Unit	Title	2020	2021	Adopted 2022	Amended 2022	2023	
<b>Program Revenues</b>		\$ 420,818	\$ (2,965)	\$ 120,685	\$ 120,685	\$ 250,000	107.15%
<b>Program Expenses</b>		\$ 469,222	\$ 120,864	\$ 325,000	\$ 548,375	\$ 250,000	-23.08%
<b>Expenses Comprised Of:</b>							
	Personnel	14,043	-	-	-	-	N/A
	Purchased Services	-	-	-	-	-	N/A
	Capital Expenditures	455,179	120,864	325,000	548,375	250,000	-23.08%
	Transfers Out	-	-	-	-	-	N/A

**CITY OF APPLETON 2023 BUDGET  
CAPITAL PROJECTS FUNDS**

**Information Technology**

**Business Unit 4220**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
<b>Revenues</b>					
471000 Interest on Investments	\$ 818	\$ (2,965)	\$ 685	\$ 685	\$ -
591000 Proceeds of Long-term Debt	420,000	-	120,000	120,000	250,000
592100 Transfer In - General Fund	439,320	65,000	-	-	-
Total Revenue	<u>\$ 860,138</u>	<u>\$ 62,035</u>	<u>\$ 120,685</u>	<u>\$ 120,685</u>	<u>\$ 250,000</u>
<b>Expenses</b>					
610500 Overtime Wages	\$ 14,043	\$ -	\$ -	\$ -	\$ -
680401 Machinery & Equipment	437,629	88,363	-	223,375	250,000
681500 Software Acquisition	17,550	32,501	325,000	325,000	-
Total Expense	<u>\$ 469,222</u>	<u>\$ 120,864</u>	<u>\$ 325,000</u>	<u>\$ 548,375</u>	<u>\$ 250,000</u>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

Software Acquisition

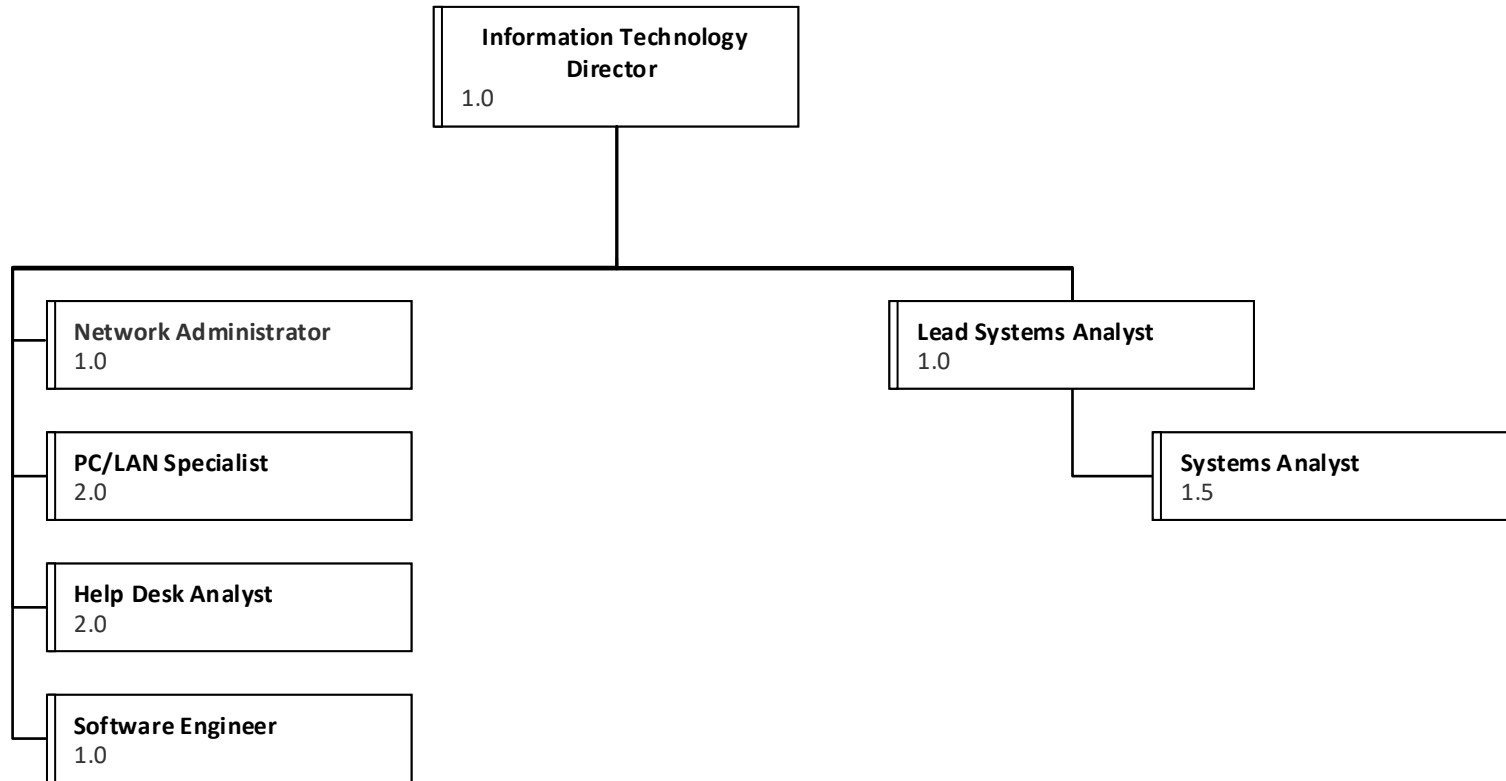
Endpoint switches	\$ 250,000
	<u>\$ 250,000</u>

**CITY OF APPLETON 2023 BUDGET  
INFORMATION TECHNOLOGY**

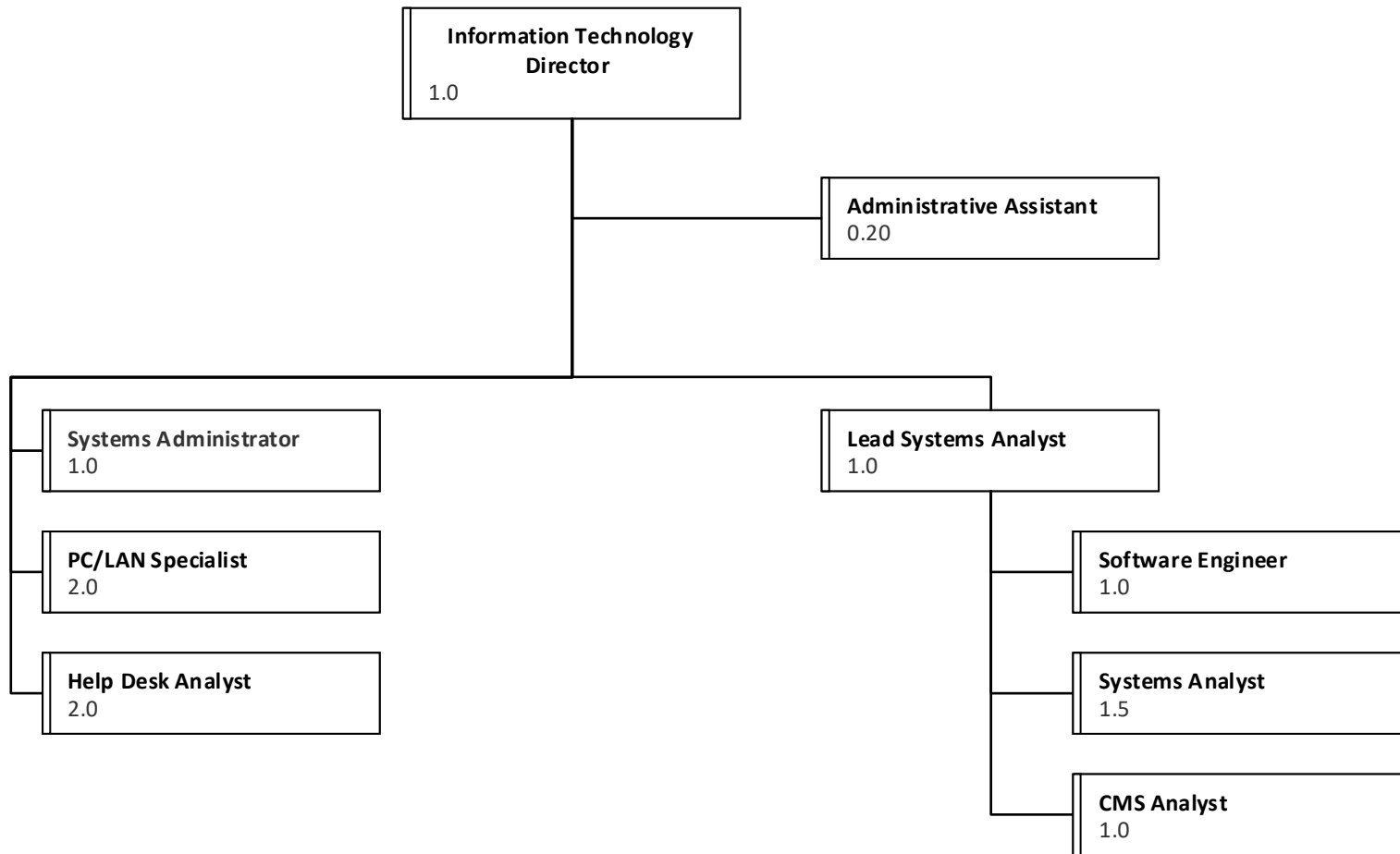
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE (DEFICIT)**

<b>Revenues</b>	2020 Actual	2021 Actual	2022 Budget	2022 Projected	2023 Budget
Interest Income (Loss)	\$ 818	\$ (2,965)	\$ 685	\$ -	\$ -
Other	-	-	-	-	-
Total Revenues	<u>818</u>	<u>(2,965)</u>	<u>685</u>	<u>-</u>	<u>-</u>
<b>Expenses</b>					
Program Costs	469,222	120,864	325,000	529,975	250,000
Total Expenses	<u>469,222</u>	<u>120,864</u>	<u>325,000</u>	<u>529,975</u>	<u>250,000</u>
Revenues over (under) Expenses	(468,404)	(123,829)	(324,315)	(529,975)	(250,000)
<b>Other Financing Sources (Uses)</b>					
Proceeds of G.O. Debt	420,000	-	120,000	120,000	250,000
Operating Transfers In	439,320	65,000	-	-	-
Operating Transfers Out	-	-	-	-	-
Total Other Financing Sources (Uses)	<u>859,320</u>	<u>65,000</u>	<u>120,000</u>	<u>120,000</u>	<u>250,000</u>
Net Change in Equity	390,916	(58,829)	(204,315)	(409,975)	-
Fund Balance - Beginning	<u>77,899</u>	<u>468,815</u>	<u>409,986</u>	<u>409,986</u>	<u>11</u>
Fund Balance - Ending	<u>\$ 468,815</u>	<u>\$ 409,986</u>	<u>\$ 205,671</u>	<u>\$ 11</u>	<u>\$ 11</u>

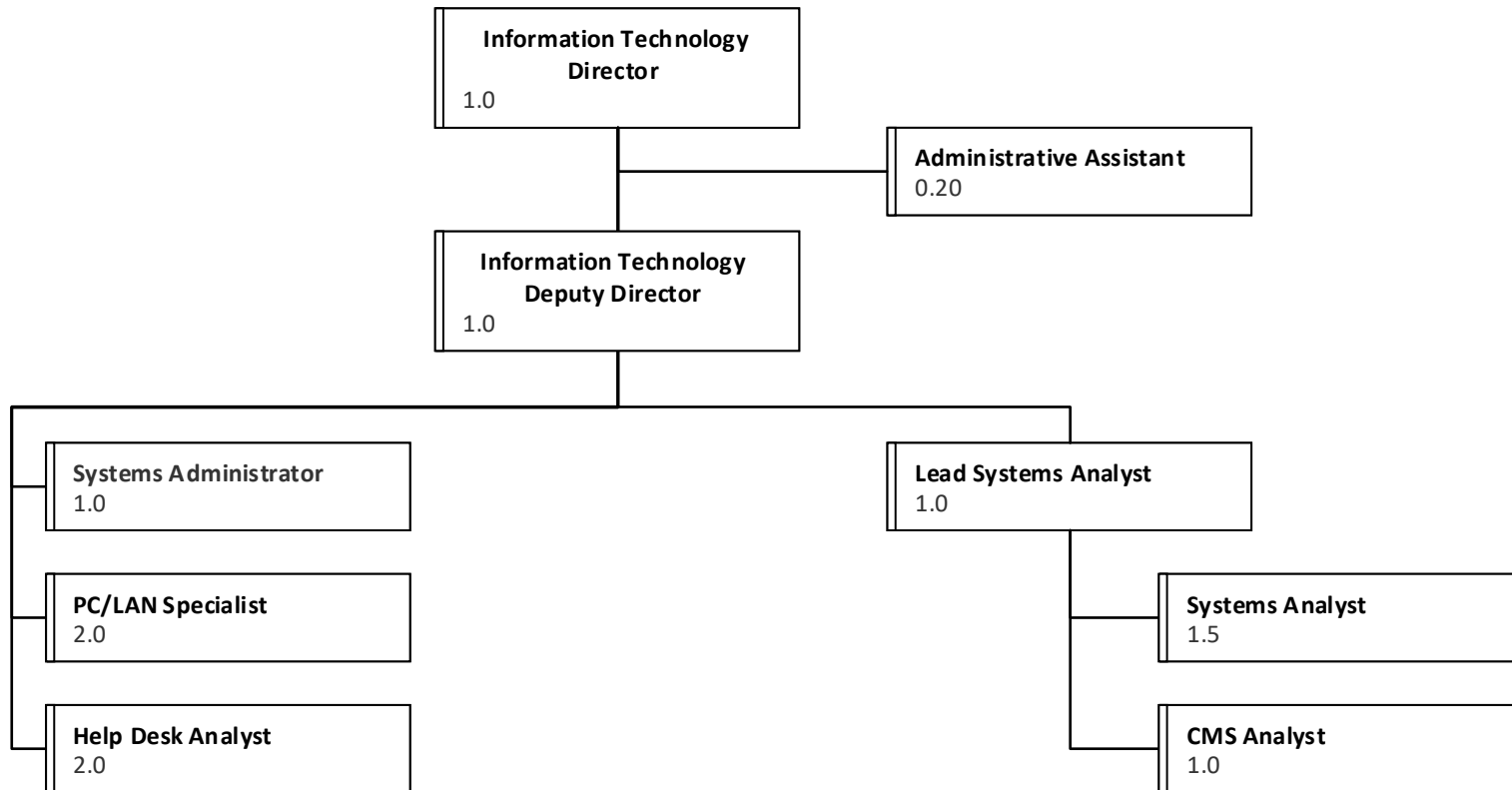
# 2021 IT TO



# 2022 IT TO



# 2023 PROPOSED IT TO



**CITY OF APPLETON 2023 BUDGET**

**HUMAN RESOURCES**

**Human Resources Director: Jay M. Ratchman**

**Deputy Director of Human Resources: Kim M. Kamp**



# CITY OF APPLETON 2023 BUDGET HUMAN RESOURCES

## MISSION STATEMENT

The Human Resource Department will attract, develop, and retain a high-performing, diverse workforce and foster an environment where employees can use their talents to thrive.

## DISCUSSION OF SIGNIFICANT 2022 EVENTS

The Human Resources staff continued to support and provide service to City departments, staff, and the public through innovative programs and enhancements. Some examples of accomplishments in 2022 are:

### General Administration:

- Completed an RFP and selected Baker Tilly as a partner to complete our compensation plan review. Completed a full study with employee participation.
- Planning for final compensation study recommendations and potential implementation options.
- Continued to train/develop two new staff members within HR. An HR Generalist and Administrative Assistant joined us in the latter part of 2021 and both are settling into their new roles.
- Hired and trained a new Benefits Coordinator. This was a great success due to the one month over hire that was authorized.
- Continued development of the Financial Wellness Team including branding and review of deferred compensation plan/ investment fund lineup performance. During 2022 we added a retiree member to this team.
- Continued relationship with UMR & CVS/Caremark, allowing us to continue to obtain significant rebates as part of this cooperative.
- Continued health services at the employee Connecting Care Clinic, invested in additional physical therapy equipment and explored the need for mental health services at this facility.
- Continued transition in Tyler Munis for HR and Payroll systems.
- Updated a variety of HR and safety policies.
- Continued work by the Healthsmart Team including sponsoring wellness programs and fitness tracking challenges through myInertia. Planning has also begun for biometric health screenings for fall 2022.
- Continued with transition to Mid-America for post-employment health plan (PEHP) administrator.
- Conducted an employee benefit survey and actively looked at ways we can make the improvements that employees value.

### Employee and Labor Relations:

- Opened negotiations with the Fire union.
- Assisted with COVID-19 leaves of absence, FMLA leaves of absence, worker's compensation, wage compression issues, internal compensation equity issues, career development, and a variety of employment related matters.
- Managed the unemployment compensation program (monitoring claims, responding to the State of Wisconsin, contesting claims when appropriate).

### Talent Acquisition and Retention:

- Completed recruitment processes for internal promotions, lateral transfers, and recruitment from the outside.
- Coordinated and assisted the Police and Fire Commissions with the selection of police officers, firefighters and Police Chief hiring process.
- Completed hiring for Health Officer and Public Works Director positions.
- Continued efforts to increase our reach on Facebook and other social media.
- Successfully used Microsoft Teams, Zoom, and Audio bridge tools to keep our recruitment process moving forward when we were in periods of limited contact due to COVID-19.
- Worked with the Parks, Recreation and Facilities Management Department to increase efficiencies for seasonal recruitment.
- Assisted the Clerk's office in hiring of election workers.
- Developing a dashboard to show diversity, equity and inclusion data for existing employees and recruitment processes.

### Talent Management and Development:

- Coordinated required new-hire paperwork and training for seasonal staff via onboarding portal.
- Provided required training virtually for general employees and supervisors.
- Facilitated new employee online orientation training through the onboarding tool.
- Conducted new supervisor orientation training.
- Built offboarding tool to provide guidance and education to exiting retirees and employees.
- Provided recognition for administrative professionals.
- Implemented the THRIVE Leadership Academy for current and upcoming City leaders.
- Facilitated EQi assessments and individual/team development.
- Facilitated Hogan assessment with the City leadership team.
- Offered multiple sessions of online resiliency training.
- Developed and delivered four quarterly financial wellness newsletters to employees and retirees.

## CITY OF APPLETON 2023 BUDGET HUMAN RESOURCES

### MAJOR 2023 OBJECTIVES

To provide departmental support meeting the City's organizational needs in the areas of:

Human Resources Compliance and Administration:

- Continue review of the medical plan assuring compliance with the Health Care Act, industry trends, and cost effectiveness.
- Evaluate and administer the annual personal health risk assessments or other health/wellness driven plans for all employees/spouses/retirees.
- Administer various wellness programs to educate employees and promote health and wellness.
- Plan for implementation of the compensation study for non-union, part-time and seasonal employees.
- Promote the Connecting Care Clinic and services.
- Promote programs to increase employee financial wellness and retirement readiness.
- Negotiation of the Fire contract.
- Provide assistance on labor contract interpretations and handle grievances.
- Monitor unemployment reports and work with Attorney's Office on unique claims.

Talent Acquisition and Retention:

- Fill vacant employee positions throughout the year.
- Continue to use a variety of means to interview candidates (e.g. in-person and virtual).
- Continue to evaluate the use of testing and employment related assessments to best meet our needs.
- Review background procedures and evaluate alternatives.
- Increase social media impact and continue to market HR on all social media platforms.
- Monitor and explore ways to improve our diversity outreach.
- Share and highlight our DEI statistics with internal and external audiences.

Talent Management and Development:

- Continue to implement City-wide talent management strategy, including updates and implementation of succession plans, individual development plans and City-wide leadership development programs.
- Continue to create and facilitate required general employee and supervisory training sessions.
- Continue development and implementation of e-learning programs.
- Conduct new employee orientation sessions.
- Facilitate new supervisor orientation sessions.
- Conduct seasonal employee training programs.
- Coordinate team and individual development opportunities for City employees.
- Manage and expand use of online onboarding and offboarding systems.
- Coordinate and facilitate organizational culture initiatives.
- Expand use of EQi or other leadership development tools.
- Research the development of a new aspiring leaders program to help prepare employees to move into supervisory roles.

### DEPARTMENT BUDGET SUMMARY

Programs		Actual		Budget			%
Unit	Title	2020	2021	Adopted 2022	Amended 2022	2023	Change *
<b>Program Revenues</b>		\$ -	\$ 106	\$ -	\$ -	\$ -	N/A
<b>Program Expenses</b>							
14010	HR Compliance	361,218	349,127	394,193	394,193	410,913	4.24%
14020	Talent Acquisition	162,827	149,269	193,527	228,527	180,388	-6.79%
14040	Talent Management	147,757	178,312	169,477	169,477	181,823	7.28%
<b>TOTAL</b>		<b>\$ 671,802</b>	<b>\$ 676,708</b>	<b>\$ 757,197</b>	<b>\$ 792,197</b>	<b>\$ 773,124</b>	<b>2.10%</b>
<b>Expenses Comprised Of:</b>							
Personnel		609,576	589,760	647,958	647,958	667,855	3.07%
Training & Travel		11,261	17,126	26,310	26,310	25,990	-1.22%
Supplies & Materials		3,909	7,708	10,429	10,429	15,779	51.30%
Purchased Services		47,056	62,114	72,500	107,500	63,500	-12.41%
<b>Full Time Equivalent Staff:</b>							
Personnel allocated to programs		6.15	6.15	6.15	6.15	6.15	

\* % change from prior year adopted budget  
Human Resources.xls

# CITY OF APPLETON 2023 BUDGET

## HUMAN RESOURCES

Human Resources Compliance and Administration

Business Unit 14010

### PROGRAM MISSION

For the benefit of managers and employees, so that the City may attract and retain talented and dedicated staff who will be fairly and equitably compensated and supervised, we will develop and administer policies and procedures, maintain compensation schedules reflective of the market, conduct labor contract negotiations, resolve grievances, and assist with employee-related issues.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #3: "Recognize and grow everyone's talents", and #5: "Promote an environment that is respectful and inclusive."

#### Objectives:

- Develop, implement, maintain and distribute policies and procedures applicable to City employees
- Review policies and procedures
- Serve as a resource for other agencies seeking employment and statistical data
- Administer various policies and programs to comply with state and federal legislation
- Administer fringe benefit programs and voluntary fringe benefit programs
- Counsel employees on benefit related issues and conduct organizational benefit reviews
- Coordinate and administer the employee compensation and classification system
- Administer the performance and goal evaluation system
- Educate employees on health insurance costs and issues
- Maintain employment records
- Negotiate labor union contracts, address employee issues and handle grievances as they occur
- Investigate complaints and follow through to resolution
- Provide intervention and conflict resolution services
- Assist and advise employees on employment related issues
- Provide contract interpretation and training
- Coordinate and participate in grievance and interest arbitrations

#### Major Changes in Revenue, Expenditures or Programs:

No major changes.

## CITY OF APPLETON 2023 BUDGET

### HUMAN RESOURCES

**Human Resources Compliance and Administration**

**Business Unit 14010**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
<b>Revenues</b>					
480100 General Charges for Service	\$ -	\$ 106	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 106</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenses</b>					
610100 Regular Salaries	\$ 270,970	\$ 252,282	\$ 280,932	\$ 280,932	\$ 298,957
610500 Overtime Wages	768	599	-	-	-
615000 Fringes	82,120	83,243	98,716	98,716	98,131
620100 Training/Conferences	185	76	110	110	110
620200 Mileage Reimbursement	-	9	-	-	-
620600 Parking Permits	2,154	2,152	2,200	2,200	2,880
630100 Office Supplies	451	819	1,000	1,000	1,000
630300 Memberships & Licenses	420	420	420	420	420
630500 Awards & Recognition	109	496	92	92	92
630700 Food & Provisions	191	361	123	123	123
631500 Books & Library Materials	-	92	-	-	-
632001 City Copy Charges	1,807	2,130	4,300	4,300	3,000
632002 Outside Printing	30	506	200	200	400
632700 Miscellaneous Equipment	137	21	500	500	200
640400 Consulting Services	1,250	5,391	5,000	5,000	5,000
641307 Telephone	476	468	500	500	500
659900 Other Contracts/Obligation	150	62	100	100	100
<b>Total Expense</b>	<b>\$ 361,218</b>	<b>\$ 349,127</b>	<b>\$ 394,193</b>	<b>\$ 394,193</b>	<b>\$ 410,913</b>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

None

# CITY OF APPLETON 2023 BUDGET

## HUMAN RESOURCES

Talent Acquisition and Retention

Business Unit 14020

### PROGRAM MISSION

For the benefit of the program managers, so that the City will have a qualified, diverse staff, we will research, recruit and recommend appropriate candidates.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #3: "Recognize and grow everyone's talents", and #5: "Promote an environment that is respectful and inclusive."

#### Objectives:

- Review and make recommendations on the filling of vacancies, reorganizations and other staffing changes
- Review and update job descriptions and post or advertise vacant positions
- Receive and screen applications
- Administer selection process including: corresponding with applicants, maintaining recruitment data, testing, interviewing, performing background and reference checks, coordinating travel arrangements, medical, psychological, and physical agility testing and documenting employment offers
- Maintain statistical data on applicant files
- Process all recruitment for seasonal employees
- Outline and document all hiring processes and continue to explore online job posting opportunities
- Evaluate the use of testing and employment related assessments and background procedures
- Use NEO.gov system for all volunteer processes to streamline and ensure all background checks are completed
- Build qualified applicant pools that are representative of the community

#### Major Changes in Revenue, Expenditures or Programs:

No major changes

**CITY OF APPLETON 2023 BUDGET  
HUMAN RESOURCES**

**Talent Acquisition and Retention**

**Business Unit 14020**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
Expenses					
610100 Regular Salaries	\$ 92,369	\$ 77,038	\$ 98,353	\$ 98,353	\$ 107,364
610500 Overtime Wages	366	22	-	-	-
615000 Fringes	35,555	31,392	47,769	47,769	36,119
620100 Training/Conferences	176	74	-	-	-
620200 Mileage Reimbursement	-	6	-	-	-
620500 Employee Recruitment	7,705	13,621	15,000	15,000	14,000
630300 Memberships & Licenses	55	230	205	205	205
630700 Food & Provisions	474	947	1,000	1,000	500
640400 Consulting Services	18,701	18,764	25,000	60,000	22,000
641200 Advertising	7,247	7,003	6,000	6,000	-
641307 Telephone	179	172	200	200	200
Total Expense	<u>\$ 162,827</u>	<u>\$ 149,269</u>	<u>\$ 193,527</u>	<u>\$ 228,527</u>	<u>\$ 180,388</u>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

Consulting Services

Pre-employment physical testing	\$ 10,450
Pre-employment psychological testing	8,800
Personnel Evaluation, Inc	2,750
	<u>\$ 22,000</u>

# CITY OF APPLETON 2023 BUDGET

## HUMAN RESOURCES

**Talent Management and Development**

**Business Unit 14040**

### PROGRAM MISSION

For the benefit of City staff and the community, we will provide training to meet strategic goals and educational opportunities for staff to enhance employees' skills, to fulfill legally mandated training requirements, and to increase employee engagement and development.

### PROGRAM NARRATIVE

#### Link to City Goals:

Implements Key Strategies #1: "Responsibly deliver excellent services", #3: "Recognize and grow everyone's talents", #5: "Promote an environment that is respectful and inclusive", and #6: "Create opportunities and learn from successes and failures".

#### Objectives:

- Coordinate and conduct required general employee training classes for all employees
- Coordinate and facilitate supervisory training
- Maintain City-wide training/tracking database
- Create and manage e-learning courses
- Facilitate staff and team development sessions
- Deliver organizational development training
- Conduct new employee orientation program
- Conduct new supervisor orientation training
- Coordinate and conduct seasonal training
- Facilitate City-wide talent management strategy, including workforce analysis and succession plans
- Coordinate and facilitate leadership programs, including individual development plans and mentoring program
- Continue to implement online NEO.gov performance evaluation system
- Continue to expand use of online onboarding and offboarding systems
- Coordinate and facilitate organizational culture discussions and action plans
- Manage and expand use of leadership development tools (i.e. EQi, Hogan)
- Coordinate and implement 360 assessment tool for the Leadership Team
- Offer new THRIVE 2.0 program for continued leadership development

#### Major Changes in Revenue, Expenditures or Programs:

No major changes

**CITY OF APPLETON 2023 BUDGET**

**HUMAN RESOURCES**

**Talent Management and Development**

**Business Unit 14040**

**PROGRAM BUDGET SUMMARY**

Description	Actual		Budget		
	2020	2021	Adopted 2022	Amended 2022	2023
Expenses					
610100 Regular Salaries	\$ 95,053	\$ 108,416	\$ 92,118	\$ 92,118	\$ 96,858
610500 Overtime Wages	580	196	-	-	-
615000 Fringes	31,795	36,567	30,070	30,070	30,426
620100 Training/Conferences	1,042	1,149	9,000	9,000	9,000
620200 Mileage Reimbursement	-	45	-	-	-
630300 Memberships & Licenses	73	-	289	289	289
630700 Food & Provisions	162	1,686	2,300	2,300	9,550
640400 Consulting Services	19,000	30,253	35,000	35,000	35,000
659900 Other Contracts/Obligation	52	-	700	700	700
Total Expense	<u>\$ 147,757</u>	<u>\$ 178,312</u>	<u>\$ 169,477</u>	<u>\$ 169,477</u>	<u>\$ 181,823</u>

**DETAILED SUMMARY OF 2023 PROPOSED EXPENDITURES > \$15,000**

Consulting Services

General Employee Training/Development	\$ 6,500
Organizational Development	5,000
Supervisor/Leadership Development	22,000
Administrative Professionals Event	1,500
	<u>\$ 35,000</u>



**CITY OF APPLETON 2023 BUDGET  
HUMAN RESOURCES**

	2020 ACTUAL	2021 ACTUAL	2022 YTD ACTUAL	2022 ORIG BUD	2022 REVISED BUD	2023 BUDGET
Charges for Services						
480100 General Charges for Service	-	106	-	-	-	-
TOTAL PROGRAM REVENUES	-	106	-	-	-	-
Salaries						
610100 Regular Salaries	458,393	437,739	171,500	471,403	471,403	503,179
610500 Overtime Wages	1,714	818	1,016	-	-	-
615000 Fringes	149,469	151,203	55,778	176,555	176,555	164,676
TOTAL PERSONNEL	609,576	589,760	228,294	647,958	647,958	667,855
Training~Travel						
620100 Training/Conferences	1,403	1,299	2,681	9,110	9,110	9,110
620200 Mileage Reimbursement	-	54	114	-	-	-
620500 Employee Recruitment	7,704	13,621	2,353	15,000	15,000	14,000
620600 Parking Permits	2,154	2,152	2,434	2,200	2,200	2,880
TOTAL TRAINING / TRAVEL	11,261	17,126	7,582	26,310	26,310	25,990
Supplies						
630100 Office Supplies	451	819	213	1,000	1,000	1,000
630200 Subscriptions	-	-	-	-	-	-
630300 Memberships & Licenses	548	650	319	914	914	914
630500 Awards & Recognition	109	496	-	92	92	92
630700 Food & Provisions	827	2,994	961	3,423	3,423	10,173
631500 Books & Library Materials	-	92	-	-	-	-
632001 City Copy Charges	1,807	2,130	759	4,300	4,300	3,000
632002 Outside Printing	30	506	30	200	200	400
632700 Miscellaneous Equipment	137	21	-	500	500	200
TOTAL SUPPLIES	3,909	7,708	2,282	10,429	10,429	15,779
Purchased Services						
640400 Consulting Services	38,952	54,408	37,859	65,000	100,000	62,000
641200 Advertising	7,247	7,003	2,057	6,000	6,000	-
641307 Telephone	655	641	271	700	700	700
659900 Other Contracts/Obligation	202	62	124	800	800	800
TOTAL PURCHASED SVCS	47,056	62,114	40,311	72,500	107,500	63,500
TOTAL EXPENSE	671,802	676,708	278,469	757,197	792,197	773,124

## CITY OF APPLETON 2023 BUDGET PROGRAM ADDITIONS/DELETIONS

IDENTIFICATION	
Title of Request:	Citywide Employee Recognition
Budget:	14040
Program:	6307
Priority:	1

FUNDING					
Description	Revenue	Personnel	Supplies & Services	Fixed Assets	Net
Year 2023 Budget Increase			7,250		\$7,250
Year 2023 Budget Reduction					\$0
Future Years' Net Impact					\$0

DESCRIPTION/JUSTIFICATION
---------------------------

The "Great Resignation" of Baby Boomers leaving the workforce is causing talent wars, not only at a local and national level, but worldwide as well. The City of Appleton workforce is no exception. Despite substantial attrition in the past few years, there are still 45% of Citywide employees who are eligible to retire within the next 10 years. The average tenure of our current employees is 12 years. However, research shows that millennials now joining workplaces typically only stay on average 2.3 years with an organization. This creates a challenge for the City to not only find but retain top talent while competing across all industries for the same high performers.

Having a culture of employee appreciation and recognition is one way to attract and retain these coveted employees. It also helps avoid the costs of replacing and training new employees, including reduced work productivity.

This proposal includes efforts to provide employee recognition to recognize tenure and performance. A large portion of the proposed amount is allocated towards recognition for those employees who are celebrating longevity milestones of 30, 20, and 10 years. The other portion is allocated towards Citywide recognition such as an employee picnic to allow employees to celebrate their accomplishments and to connect across departments. It is meant as a small gesture to acknowledge the ongoing dedication City employees provide throughout the year. We believe this investment of \$11.51/FTE each year is reasonable and will ultimately help mitigate the cost of preventable employee turnover now and in the future.

<b>Account/project string:</b>	<b>Add (Delete)</b>
14040 6307	\$ 7,250
XXXXX.XXXXXX / XXXX	\$ -
XXXXX.XXXXXX / XXXX	\$ -
XXXXX.XXXXXX / XXXX	\$ -
XXXXX.XXXXXX / XXXX	\$ -

Account information for Finance to enter the change if the Mayor ultimately approves the supplemental request.

# YOUR VISION BENEFITS

## Prepared for the employees of City of Appleton – Full Plan

The summary below does not cover all plan details. Further information can be found in the vision benefit handbook, which provides a thorough explanation of your vision plan, including any limitations or exclusions that might apply. If there are any discrepancies between information found here and the group contract, the group contract shall govern.

### DeltaVision® Full Plan

<b>Network</b>	Insight
<b>Frame/Contact Allowance</b>	\$150/\$150
<b>Copay (exams/standard plastic lenses)</b>	\$10/\$10
<b>Frequency (exams/lenses or contact/frames)</b> Based on calendar year	12 months/12 months/24 months
<b>Dependent Age Limit</b>	To age 26

Benefit Details	Network Benefit	Out-of-Network Reimbursement
<b>Comprehensive Glasses Exam</b>	Member pays \$10, plan pays balance	\$35
<b>Retinal Imaging</b>	Member pays up to \$39	None
<b>Standard Contact Lens* Fit and Follow-Up</b>	Member pays up to \$40	None
<b>Premium Contact Lens** Fit and Follow-Up</b>	10% discount off retail	None
<b>Frames (any available frame at provider location)</b>	\$150 allowance, then 20% off balance	\$75
<b>Laser Vision Correction (Lasik or PRK)</b>	15% off retail price or 5% off promotional price	None

Includes Diabetic Eye Care Benefits that provide an additional office visit and diagnostic testing for those who have diabetes.

Standard Plastic Lenses		
Single Vision	Member pays \$10, plan pays balance	\$25
Bifocal	Member pays \$10, plan pays balance	\$40
Trifocal	Member pays \$10, plan pays balance	\$55
Standard Progressive	Member pays \$75	\$40
Premium Progressive	See next page for benefit details	
Lens Options		
UV Coating	Member pays \$15	None
Tint (solid and gradient)	Member pays \$15	None
Standard Scratch Resistance	Member pays \$15	None
Standard Polycarbonate	Member pays \$40	None
Standard Anti-Reflective Coating	Member pays \$45	None
Premium Anti-Reflective Coating	See next page for benefit details	
Other Add-Ons and Services	20% off retail	None

\*Lenses that are spherical power only, soft lens materials, including planned replacement and conventional lenses. Lenses are to be used in a daily wear (removed prior to sleep) mode only.

\*\*Includes all lens powers and designs other than spherical powers (i.e. toric, multifocal, etc.), modes of wear that are extended or overnight schedules, and rigid or gas-permeable materials.

Benefit Details (continued)	Network Benefit	Out-of-Network Reimbursement
<b>Contact Lenses – In lieu of glasses (Contact lens allowance covers materials only)</b>		
Conventional	\$150 allowance, then 15% off balance	\$120
Disposable	\$150 allowance	\$120
Medically Necessary***	Paid in full	\$200
<b>Premium Progressive Lens</b>		
Tier 1	\$95 copay	\$60
Tier 2	\$105 copay	\$60
Tier 3	\$120 copay	\$60
Tier 4	\$75 copay, 80% of charge less \$120 allowance	\$60
<b>Premium Anti-Reflective Coating</b>		
Tier 1	\$57	None
Tier 2	\$68	None
Tier 3	80% of charge	None

### Additional In-Network Discounts

- 20% discount on items not covered by the plan at network providers. This discount may not be combined with any other discounts or promotional offers. This discount does not apply to an EyeMed® provider’s professional services (i.e. exams) or contact lenses. Retail prices may vary by location.
- 40% discount on complete eyeglass purchases after your plan benefits have been fully used (includes prescription sunglasses).
- 15% discount on conventional contact lenses after your plan benefits have been fully used.
- Members can purchase eyeglasses online and apply their in-network eyeglass benefits at [www.glasses.com](http://www.glasses.com), [lenscrafters.com](http://lenscrafters.com), [targetoptical.com](http://targetoptical.com), or [rayban.com](http://rayban.com).
- Members can purchase contact lenses online and apply their in-network contact lenses benefits at [www.contactsdirect.com](http://www.contactsdirect.com).
- Discounts do not apply for benefits provided by other group benefit plans.

### How to Maximize Your DeltaVision Plan

- Use providers participating in your vision plan network; your benefit dollars will go farther at participating providers. For an up-to-date listing of EyeMed providers in your area, visit our website at <https://www.deltadentalwi.com/vision> or call EyeMed’s Customer Care Center at 844-848-7090.
- For laser vision correction, LASIK*Plus* is the network provider offering members additional benefits. Additional information can be obtained by calling 1-800-988-4221 or visiting [evemedlasik.com](http://evemedlasik.com).
- Use your full benefit allowance. Frames and lenses (plastic or contact) each have an annual benefit allowance. **The benefit allowance must be used on a single day purchase; there is no remaining balance if entire allowance is not used after initial purchase.**
- Frequency of benefits: your benefit frequency is based on calendar year. For example, you’ll be covered for another pair of glasses as of January 1 of the next calendar year.
- Participating providers may offer promotional pricing on vision materials. You can partake in either the DeltaVision Network Benefit or the promotional price available, but not both. Your provider can help you to determine which is best for you. If you select the promotional pricing you can submit your expenses for Out-of-Network Reimbursement.
- Prescription sunglasses can be purchased with your benefit allowance for frames and plastic lenses.
- A 20% discount may be available on selected brands of non-prescription sunglasses from participating providers — ask your vision provider.
- Premium progressive lenses are more costly than standard progressive lenses. Please discuss your costs for progressive lenses with your vision provider.

\*\*\*Medically necessary contacts require authorization from a vision doctor when some conditions are present. Please contact the plan for more information.



DeltaVision®

### Plan Limitations/Exclusions

- Orthoptic or vision training, subnormal vision aids, and associated supplemental testing.
- Medical and/or surgical treatment of the eye, eyes, or supporting structures.
- Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under the plan.
- Services provided as a result of any worker's compensation law.
- Plano nonprescription lenses and nonprescription sunglasses (except for 20% discount).
- Aniseikonic lenses.
- Services or materials provided by any other group benefit providing vision care.
- Two pairs of glasses in lieu of bifocals.
- Lost or broken materials are not covered.

DeltaVision is underwritten by Wyssta Insurance Company.

# YOUR VISION BENEFITS

## Prepared for the employees of City of Appleton – Materials Only Plan

The summary below does not cover all plan details. Further information can be found in the vision benefit handbook, which provides a thorough explanation of your vision plan, including any limitations or exclusions that might apply. If there are any discrepancies between information found here and the group contract, the group contract shall govern.

### DeltaVision® Materials Only Plan

<b>Network</b>	Insight
<b>Frame/Contact Allowance</b>	\$150/\$150
<b>Copay (standard plastic lenses)</b>	\$10
<b>Frequency (lenses or contact/frames)</b> Based on calendar year	12 months/24 months
<b>Dependent Age Limit</b>	To age 26

Benefit Details	Network Benefit	Out-of-Network Reimbursement
<b>Frames</b> ( <i>any available frame at provider location</i> )	\$150 allowance, then 20% off balance	\$75
<b>Laser Vision Correction</b> ( <i>Lasik or PRK</i> )	15% off retail price or 5% off promotional price	None

Standard Plastic Lenses		
Single Vision	Member pays \$10, plan pays balance	\$25
Bifocal	Member pays \$10, plan pays balance	\$40
Trifocal	Member pays \$10, plan pays balance	\$55
Standard Progressive	Member pays \$75	\$40
Premium Progressive	See next page for benefit details	
Lens Options		
UV Coating	Member pays \$15	None
Tint ( <i>solid and gradient</i> )	Member pays \$15	None
Standard Scratch Resistance	Member pays \$15	None
Standard Polycarbonate	Member pays \$40	None
Standard Anti-Reflective Coating	Member pays \$45	None
Premium Anti-Reflective Coating	See next page for benefit details	
Other Add-Ons and Services	20% off retail	None

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DeltaVision®

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- Lost or broken materials are not covered.

DeltaVision is underwritten by Wyssta Insurance Company.



# BENEFIT PLAN PREMIUM - DUAL CHOICE

	Full Plan	Materials Only
Employee	\$5.73	\$4.01
Family	\$14.27	\$9.99

Rates guaranteed for four years; renewed for four years at a time.

<b>CITY OF APPLETON POLICY</b>		<b>TITLE:</b> <b>CISD – Critical Incident Stress Debriefing (non-public safety)</b>	
<b>ISSUE DATE:</b> November 2013	<b>LAST UPDATE:</b> June 2016 <a href="#">March 2022</a>	<b>SECTION:</b> Human Resources	
<b>POLICY SOURCE:</b> Human Resources Department	<b>AUDIENCE:</b> City Departments	<b>TOTAL PAGES:</b>	
Reviewed by Legal Services Date: November 2013	<b>Committee Approval Date:</b> June 9, 2014	<b>Council Approval Date:</b> June 18, 2014	

**DELETE THIS POLICY AND CREATE PROCEDURE FOR THESE INCIDENTS**

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- I. **PURPOSE**  
The purpose of this policy is to ensure that the City of Appleton provides the necessary resources and support to employees who have had to respond to emergency situations. The prevention and effective management of post-emergency situations and critical incidents can assist to minimize the negative impact of an unexpected event.
- II. **POLICY**  
Emergencies and critical incidents in the workplace can affect people physically and psychologically. It is the policy of the City of Appleton to provide necessary assistance to our employees when there is a likelihood that they could become personally distressed under extraordinary circumstances.
- III. **DISCUSSION/PROCEDURES**
  - a. Examples of extraordinary circumstances covered by this policy:
    1. A serious injury or unexpected death of a co-worker.
    2. A serious injury or death of a civilian resulting from City operations.
    3. Loss of life following extraordinary or prolonged expenditure of physical or emotional energy.
    4. A case involving a departmental employee that attracts an unusual amount of attention from the news media.

5. An incident that can be considered a serious physical or psychological threat to the personnel involved.
  6. An incident that exposes personnel to graphic or unsettling duties.
- b. Signs, symptoms or characteristics of psychological distress may include:
1. Being unable to talk about the event and the feelings associated with it.
  2. Feeling detached and withdrawn and keeping emotional distance from family and friends.
  3. Avoiding activities that are reminders of the incident.
  4. Experiencing recurring and intruding memories, feelings or dreams about the incident.
  5. Feeling preoccupied and experiencing impaired memory and concentration that results in difficulty completing tasks.
  6. Difficulty sleeping, feeling hyper, alert, startling easily, headaches, nausea, fatigue, diarrhea and appetite changes.
  7. Increased use and/or abuse of alcohol, medications or other drugs.
- c. Supervisory Response to Critical Incidents/Circumstances:
1. Intervention should generally occur within 48-72 hours after the incident.
  2. The Department Director or designee may initiate this process by contacting ComPsych at 1-844-393-4982.
  3. Debriefing may include individual and group counseling, the type of counseling will be at the discretion of the ComPsych. The aim of these sessions is to:
    - a. Decrease feelings of isolation
    - b. Provide people affected by the incident with a facilitated session to assist them to normalize their thoughts and feelings. Groups assist people to identify and express their thoughts and feelings.
    - c. Provide an opportunity to identify internal and external resources.
  4. To ensure the safety of employees there may be times when a Department Director may require attendance at sessions coordinated by ComPsych. A mandatory referral shall also require prior approval of the Human Resources Director and the City Attorney.
  5. In extreme cases, the City of Appleton may elect to involve additional professional assistance for employees.

<b>CITY OF APPLETON POLICY</b>	<b>TITLE: CODE OF CONDUCT</b>	
<b>ISSUE DATE:</b> November 2, 2000	<b>LAST UPDATE:</b> June 2002 September 10, 2003 February 16, 2006 October 15, 2010 June 2013; February 2020 November 2021	<b>SECTION:</b> Human Resources
<b>POLICY SOURCE:</b> Human Resources Department	<b>AUDIENCE:</b> Applies to all employees and volunteers	<b>TOTAL PAGES:</b> 7
<b>Reviewed by Legal Services Date:</b> September 2000 June 2002 September 2003 February 16, 2006 October 14, 2010 June 23, 2013 February 2014 April 14, 2020	<b>Committee Approval Date:</b> October 2000 September 2003 February 22, 2006 December 8, 2010 July 15, 2013 February 10, 2014 June 10, 2020	<b>Council Approval Date:</b> November 2000 October 2003 March 1, 2006 December 15, 2010 July 24, 2013 February 19, 2014 June 2020 (informationally)

**I. PURPOSE**

The purpose of this policy is to provide guidelines regarding expectations for the conduct of employees and volunteers while working for or representing the City of Appleton.

**II. POLICY**

It is the policy of the City of Appleton that all City employees and volunteers act in an ethical manner when working with other employees, volunteers, elected officials or outside publics. Each employee, elected official and volunteer has a responsibility to the City of Appleton and its citizens to place loyalty to the laws and ethical principles above private gain or personal preference. To ensure that every citizen can have complete confidence in the integrity of the government of the City of Appleton, each employee, elected official and volunteer shall respect and adhere to the principles of the code of conduct set forth in this policy.

Any violations of these expectations will not be tolerated and will be subject to discipline, up to and including termination. While specific examples are offered to illustrate various situations, these examples are not all-inclusive.

**A. Ethical Standards and Expectations**

**1. Harassment and Discrimination**

- a. Harassment: Per its Harassment and Discrimination Policy, the City of Appleton will not tolerate any form of sexual harassment. All violations of this policy should be immediately reported to the Human Resources Department, the Legal Services Department, any supervisor, or any state or federal agency (as outlined in the policy).

b. **Discrimination:** It is the official policy of the City of Appleton to provide equal employment opportunities for all qualified and qualifiable persons without regard to race, color, creed, religion, national origin, ancestry, age, sex/gender, handicap or disability, arrest/conviction record, marital status, sexual orientation, gender identity and gender expression, political affiliation, results of genetic testing, honesty testing, pregnancy or childbirth, military service, disabled veteran or covered veteran status service in the U.S. Armed Forces, the State Defense force, National Guard of any state, or any other reserve component of the United States or State military forces, use or nonuse of lawful products off the employer's premises during non-working hours, or any other non-merit factors, except where such factors constitute a bona fide occupational qualification or substantially relate to the circumstances of a particular job or licensed activity, and with proper regard for privacy and constitutional rights as citizens. This equal employment opportunity is applicable to all phases of employment including job restructuring, reasonable accommodation for disabled individuals, recruitment, selection, promotion, transfer, compensation, lay-off, re-call, training and development, corrective action, demotion, termination and all other components of the City of Appleton Human Resources system.

2. **Drug and Alcohol Use**

The manufacture, possession, distribution, dispensation, sale or use of alcohol, drugs and/or other controlled substances by employees or volunteers on City premises is prohibited. No employee may show up for work while under the influence of alcohol, illegal drugs or other controlled substances. If an employee is taking prescription drugs that could interfere with the employee's work performance, the employee should notify the employee's supervisor in writing by using the form in the Drug and Alcohol policy. For additional information refer to the City of Appleton Drug Free Workplace Policy.

3. **Use of City property**

The City of Appleton expects that employees and volunteers will not:

- a. Obtain, use or divert City of Appleton property, including records, for personal use and/or benefit.
- b. Materially alter or destroy City of Appleton property or records without proper authorization.
- c. Borrow or use City of Appleton property, unless for City work-related use. Any removal of City of Appleton property for personal non-work related use is not permissible, with or without prior supervisory approval. Borrowing and use of electronic communications is outlined in the Privacy and Electronic Communications Policies.

If an employee volunteers on their own time to make a presentation, conduct a demonstration, or conduct public education involving their department's purpose and responsibilities, the employee may borrow City of Appleton equipment with the prior approval of their supervisor.

d. **Disposal of Property from Public**

Property obtained from the public (for example: disposal at the Municipal Services Building) shall be considered City property. Once City property, the guidelines from c above will apply.

#### 4. Workplace Safety

All employees and volunteers are expected to follow and adhere to safety policies (as outlined in the City Safety Policies) to ensure a safe work environment for all employees.

#### 5. Firearms-weapons

City of Appleton employees are prohibited from bringing firearms or weapons into any City-owned or occupied building or facility, or carrying firearms or weapons in/on any City-owned vehicle or City equipment during the course of their job duties unless a weapon is part of the standard equipment required for the job. If a City employee chooses to bring a firearm in their personal vehicle on to City grounds, the firearm must be unloaded and stored out of sight in the vehicle.

Notes: Employees may carry pepper spray or other similar legal products for purposes of personal protection. With the Department Director's authorization, members of the Appleton Fire Department, Appleton Police Department and Parks, Recreation and Facilities Management Department Operations staff may carry a non-household purpose knife with a blade up to 4" long to assist in performing their job responsibilities.

#### **6. Attendance/Appropriate Use of Paid Leave**

Attendance is an essential requirement of every job to ensure we can provide the best service to our customers every day. In order to provide these services, employees are expected to use paid leave appropriately and communicate effectively when not expected to be available for work.

Sick leave is defined as paid time away from work that is used to care for yourself, domestic partner or immediate family member living in an employee's residence due to an illness or injury. It can also be used to attend doctors' appointments as defined in City policy, collective bargaining agreement or Family Medical Leave Act (FMLA) requirements.

If an employee is sick or desires to use leave for an absence, they should use their department's call-in procedure and call in each time they are absent. Employees should also be conscientious of patterns of leave (e.g., sick leave taken each Thursday).

Employees are also expected to report to work regularly, physically and mentally fit to perform their job. Employees are expected to take only authorized absences (e.g., pre-approval from supervisor). If an employee does not show or call for one day (job abandonment) or chooses to take an unauthorized absence, they will only be able to substitute paid leave for this time if extenuating circumstances exist (e.g., car accident or unexpected hospitalization). An employee will be considered to have abandoned their job if they are a no-call, no-show for more than one working day or as outlined in the employee's collective bargaining agreement.

#### 7. Accurate books and records

All City employees and volunteers must:

- a. Not intentionally include any false or misleading entries in any City books or records.
- b. Not intentionally destroy City records or information without prior consent from

their supervisor.

c. Not create or participate in the creation of any records which are intended to conceal anything improper.

d. Volunteer knowledge of any untruthful or inaccurate statements or records whether intentionally or unintentionally made.

e. Bring to the attention of a supervisor, transactions that do not seem to serve a legitimate purpose or that appear questionable.

f. Immediately correct and record all errors and adjustments when discovered

g. Honestly and fairly record information about job responsibilities, including attendance, time records and expense reports.

h. Not make financial arrangements for themselves or other City employees with a customer or supplier (for example: over-invoicing).

i. Not falsify records.

j. Not disclose confidential records or information protected by State and Federal law.

## 8. Expense Reimbursement

The City of Appleton reimburses its employees for expenses incurred when conducting City business with supervisory approval. City employees should use caution when incurring business expenses and be fiscally responsible when choosing accommodations (for example: expensive hotel accommodations or accommodations for family members not related to City business). Supervisors have the responsibility to judge the reasonableness of expenses incurred by employees.

## 9. City of Appleton Logo

The City of Appleton logo should be used per standards set by the Mayor's office (for example: color). The logo or the City's identity should not be used for personal gain (for example: because of your association with the City, you receive a discount on a personal purchase). When wearing a City-logoed uniform or approved business apparel, the employee represents the image of the City whether or not the employee is on work time and should not engage in unbecoming behavior.

## 10. Gifts

No staff member should solicit gifts, awards, rewards or favors. However, the City recognizes that periodically, unsolicited gifts or favors are often offered to City employees and volunteers as a token of appreciation.

Per section 19.59 Wisconsin Statue and Chapter ER-MRS 24 Wisconsin Administrative Code, the following guidelines shall be adhered to regarding accepting gifts, "No employee may solicit or accept from any person or organization, directly or indirectly, money or anything of value if it could reasonably be expected to influence such employee's official actions or judgement, or could reasonably be considered as a reward for any official action or inaction on the part of such employee."

Should such an influential gift or favor be offered, provided or delivered to someone who has direct authority over business decisions with the vendor/gift source, a legal determination shall be made on whether or not such item or reward may be accepted

or utilized. Employees should refer each case to the Legal Services Department for determination.

The City realizes, particularly during the holiday season, departments or individuals may receive gifts as tokens of appreciation from outside sources. If the recipient has direct authority over business decisions with the giving party/vendor and the gift is substantial or significant the recipient should consult with the Legal Services Department on what action to take regarding the gift.

#### 11. Employee Participation in Political Affairs

The City of Appleton respects the right of all employees and volunteers as individuals to become involved in civic affairs and participate in the political process.

While employees may volunteer their services for political purposes, such services must be rendered on their own time and at their own expense. Should an employee choose to speak on political issues, the employee must make it clear that the comments or statements made are the employee's own, and not of the City of Appleton. Solicitation of political support must not be done during City hours of operation (for example: collecting signatures for nomination during hours of operation on City premises).

#### 12. Improper Advantage

City of Appleton employees should avoid taking advantage of their official position for private or personal benefit. Public duties shall be carried out objectively and without consideration of personal or financial gain. Information not in the public domain, that is obtained in the course of official duties, should not be turned to private advantage, even after leaving public office. By the same token, public property or services must not be used for personal gain.

#### 13. Personal Business

Conducting personal business for profit (for example: selling Mary Kay) during City operating hours is not permissible. Any solicitation for non-City purposes (for example: selling candy bars for your son's school class) must have prior approval from the employee's supervisor.

#### 14. Gambling

Gambling for personal or monetary gain is not permitted on City premises.

#### 15. Nepotism

A supervisor shall not appoint a person who is a relative or significant other of themselves to a position that is funded by the supervisor's budget or to a position that operates under the supervisor's direct or indirect supervision (unless in non-routine, emergency situations or conditions). For purposes of this policy, the term "relative" shall include the supervisor's spouse, registered or unregistered domestic partner, or any one of the following: parent, child, uncle, aunt, brother, sister, niece, nephew, or any of the same relatives of the supervisor's spouse. The term "significant other" shall include a person with whom the supervisor cohabits or with whom the supervisor maintains an intimate relationship.

If, during employment, a supervisor and subordinate become spouses, registered or



unregistered domestic partners, or develop a “significant other relationship,” one of the parties must either transfer to a position in another department/division or terminate employment within six months of the marriage or the beginning of the “significant other” or domestic partner relationship.

If the supervisor becomes a relative of a subordinate as the result of a marriage or domestic partnership within the supervisor’s family, the relationship must be reported to the supervisor’s supervisor and the Director of Human Resources within 30 days of marriage. The individual’s supervisor and the Director of Human Resources may meet with the supervisor and subordinate to determine an appropriate employment continuation agreement.

When an applicant is a relative of a staff person involved in the selection process, the relationship must be revealed by the staff person to the Human Resources Director in advance of the final selection process. The staff person is not allowed to participate in the final selection decision.

This section of the policy does not exist for the purpose of depriving any citizen of an equal opportunity for City employment. It serves to eliminate the possibility of preferential treatment given in favor of relatives or significant others in employment decisions.

#### 16. Improper Acts of Conduct

- a. Any act that is subject to prosecution under criminal or civil codes of law is prohibited.
- b. Dishonesty, theft or destruction of City equipment or property.
- c. Work stoppage such as strike or slowdown.
- d. Violation of policy or department work rules.
- e. Incarceration or unavailability for work.
- f. Unbecoming conduct on or off-duty where such conduct results in one of the following:
  - Injury or damage to the employer’s reputation or business;
  - The employee’s substantial inability to report to work;
  - The employee’s unsuitability for continued employment;
  - Co-workers refusal to work with the off-duty offender or danger to other employees.
- g. Insubordination (an act of deliberately disobeying a directive, unless the directive is illegal or violates City safety policy)

#### ~~17. Bidding on City property on eBay or any other City run auction site~~

~~When the City sells surplus items on eBay, City employees, elected officials or volunteers shall not directly bid on the items. This activity—called shill bidding—is prohibited in the eBay User Agreement and can result in loss of the City’s use of eBay as a selling tool. City employees, elected officials and volunteers may use eBay purchase options—such as Buy It Now—that do not involve bidding.~~

#### 17. Bidding on City Property

When the City sells surplus items (e.g. through GovDeals), City employees, elected officials or volunteers shall:

- a. Not bid when have knowledge about the item that is not available to the general

- public.
- b. Not bid when they have been involved in the decision to sell the item as surplus, or they are directly involved in the selling process.
- c. Follow all provisions of the Procurement and Contract Management policy.

## B. Responsibilities

### 1. Supervisory Responsibilities

Supervisors shall be responsible for ensuring an ethical, positive, productive and safe workplace. This responsibility includes the following:

- a. Monitoring the work environment for signs of inappropriate behavior;
- b. Informing employees on the types of behavior prohibited and informing employees about the City's expectations and procedures for reporting inappropriate behavior;
- c. Stopping any observed behavior that may be considered unethical or inappropriate and taking appropriate steps to intervene and report the behavior to the department director, Human Resources Department, Legal Services Department or Mayor's office, whether or not the involved employees are within the supervisor's line of supervision; and
- d. Assisting any employee of the City who comes to that supervisor with a concern of inappropriate behavior in documenting and filing a complaint with the Human Resources Department, Legal Services Department, Mayor's Office or other reporting authority as designated by the City.
- e. Taking immediate action to prevent retaliation toward the complaining party and to eliminate any similar conduct where there has been a complaint of inappropriate behavior, pending investigation. If a situation requires separation of the parties, care shall be taken to avoid actions that appear to negatively impact the complainant. Transfer or reassignment of any of the parties involved shall be voluntary if possible and, if non-voluntary, shall be temporary pending the outcome of the investigation.
- f. Failing to carry out these responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for discipline, up to and including discharge.

### 2. Employee and Volunteer Responsibilities

- a. Each employee and volunteer, including supervisors, of the City is responsible for assisting in the prevention of inappropriate behavior by taking the following steps:
  - 1. Refraining from participation in, or encouragement of, actions that could be perceived as inappropriate; and
  - 2. Reporting to a supervisor any inappropriate or unsafe behavior;
  - 3. Employees are expected to cooperate fully in any investigation, whether or not

they are directly involved in the alleged inappropriate behavior.

Any employee or volunteer who fails to comply with this policy or who withholds information during the course of an investigation regarding possible violations of this policy is subject to discipline up to and including discharge. Depending on the nature of the non-compliance, the City of Appleton may report the non-compliance to the appropriate authorities.

For questions regarding this policy, please contact the Human Resources Department or Legal Services Department.

<b>CITY OF APPLETON PERSONNEL POLICY</b>	<b>TITLE:</b> <b>Confined Space Entry</b> <b>29 CFR 1910.146</b> <u>DSPS 332.28 &amp; 332.29</u> <b>COMM 32.28</b>	
ISSUE DATE: January 1, 1990	LAST UPDATE: October 9, 2002 July 17, 2003 July 2009 May 2014 June 2015 May 2016	SECTION: Safety
POLICY SOURCE: Human Resources Department	AUDIENCE: Employees who enter confined spaces	TOTAL PAGES: 12
Reviewed by Legal Services Date: August 4, 2003 October 9, 2008 May 12, 2014	Committee Approval Date: November 24, 2003 July 14, 2009 July 21, 2014	Council Approval Date: November 24, 2003 August 5, 2009 August 6, 2014

I. PURPOSE

To provide requirements for practices and procedures guidelines to all employees who are involved with entering confined spaces and to identify and train employees required to enter confined spaces in accordance with the Department of Safety and Professional Services (SPS 332.28 & 332.29) and the Occupational Safety and Health Administration (OSHA 29CFR 1910.146).

II. POLICY

To provide a safe work environment for City employees who enter confined spaces. Violations of this policy will result in disciplinary action, up to and including discharge.

III. DISCUSSION

The policy defines the specific procedures for safe entry into confined spaces ~~specifically how employees will safely enter confined spaces.~~

IV. DEFINITIONS

- A. Air sampling – Measuring and evaluating the amount of toxic material in the air a worker is exposed to. Samples shall be taken continuously in the breathing zone of the worker.
- B. Alternate Entry Confined Space – One in which:
  - 1. The only hazard is actual or potential hazardous atmosphere.
  - 2. Continued ventilation and air monitoring is sufficient to ensure the space is safe for entry.
- C. Asphyxiants – Certain gases, vapors and fumes that may cause interruption of breathing, unconsciousness and death from oxygen deficiency or toxicity.
- D. Atmosphere – Refers to the gases, vapors, mists, fumes and dusts within a confined space.
- E. Attendant – A trained individual stationed outside of the confined space that performs all attendant duties.
- F. Authorized Entrant – A trained employee who is authorized by the employer to enter a confined space.

- F.G. Blanking or Blinding – The absolute closure of a pipe, line or duct by the fastening of a solid plate that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line or duct with no leakage beyond the plate.
- G.H. Contaminant – Any organic or inorganic substance, dust, fume, mist, vapor or gas, the presence of which can be harmful or hazardous to human beings.
- I. Confined Space – A confined space that is large enough and so configured that an employee can bodily enter, has limited or restricted means for entry or egress and is not designed for continuous employee occupancy.
- H.J. Double Block and Bleed – The closure of a line, duct or pipe by closing and locking/tagging two in-line valves and by opening and locking/tagging a drain or vent in the line between the two closed valves.
- K. Engulfment – The surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction or crushing.
- L. Entry – The action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant’s body breaks the plane of an opening into the space.
- L.M. Entry Permit – A permit required for entry into a confined space.
- N. Hazardous Atmosphere – An atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue, injury or acute illness from one or more of the following causes: flammable gas, vapor or mist in excess of 10 percent of its lower flammable limit (LFL), airborne combustible dust at a concentration of any substance for which the permissible exposure limit is exceeded or any other atmospheric condition that is immediately dangerous to life or health.
- O. Hot Work Permit – The employer’s written authorization to perform operations capable of providing a source of ignition (e.g., welding, cutting, burning, heating, etc.).
- J.P. Immediately Dangerous to Life or Health (IDLH) – Any condition that poses an immediate threat to life or a delayed threat to life, or that would cause irreversible adverse health effects or that would interfere with an individual’s ability to escape unaided from a confined space.
- Q. Isolation – The process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as: blanking or blinding, removing sections of lines, pipes or ducts, a double block and bleed system, lockout or tagout of all sources of energy, or blocking or disconnecting all mechanical linkages.
- K.R. Lower Explosive Limit (LEL) - The lowest concentration of a gas or vapor expressed in percent by volume in air that burns or explodes if an ignition source is present at room temperature.
- S. Non-Permit Confined Space – A confined space that does not contain or have the potential to contain any hazard capable of causing death or serious physical harm.
- T. Oxygen Deficiency-Deficient Atmosphere - An atmosphere which contains less than 19.5% oxygen by volume.
- U. Oxygen Enriched Atmosphere – An atmosphere containing more than 23.5% oxygen by volume.
- V. Reclassified Confined Space – See section VI(C)(5) of this policy for more information.
- W. Permit Required Confine Space (Permit Space) – A confined space that has one or more of the following characteristics: contains or has a potential to contain a hazardous atmosphere, contains a material that has the potential for engulfing an entrant, has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section, or contains any other recognized serious safety or health hazard.
- L.X. Rescue Services – the personnel designated to rescue employees from permit spaces.
- M.Y. SCBA - Self contained breathing apparatus

## V. RESPONSIBILITIES

- A. Duties of ~~Departmental Safety Coordinator or~~ Confined Space Entry Supervisor (Departmental Safety Coordinator or Designee):
1. Notify Rescue Service 48 hours prior to entry. Coordinating with the Appleton Fire Department (AFD) 48 hours prior to entry and verifying that rescue or other emergency personnel are available, ensuring the means for summoning them are operable if an emergency occurs, and suspending the entry when AFD personnel become unavailable. Entry may resume after AFD rescue personnel are available again.
  2. Know the hazards that may be encountered during entry and informing the entrants about the hazards, including information on the mode, signs, or symptoms and consequences of exposure.
  - ~~2-3.~~ Conduct/coordinate hazard assessments to determine the classification and location of the confined spaces within the respective department.
  4. Review for completeness and sign the entry permit. Development of specific entry procedures for each applicable confined space. Departments will be responsible for developing, maintaining records of, revising (as needed) and making accessible to applicable employees, their specific confined space entry procedures.
  - ~~3-5.~~ Verify, by checking, that the appropriate entries have been made on the permit, that all atmospheric tests specified by the permit have been conducted and that all procedures and equipment specified in the permit are in place before endorsing the permit and allowing entry to begin. Note: Any employee who enters the space shall be provided with an opportunity to observe the pre-entry testing.
  - ~~4-6.~~ Maintain completed entry permits, calibration records and other air sampling test requirements under the confined space entry law records as required.
  - ~~5-7.~~ Coordinate posting of appropriate danger/caution signs by each confined space.
  - ~~6-8.~~ Supervise the selection and use of respirators in conjunction with the City's Respiratory Protection Policy.
  - ~~7-9.~~ Conduct/Supervise employee training and submit sign in sheets to H.R. Conducting and/or coordinating employee confined space entry training and submitting training records to the Human Resources Department.
  - ~~8-10.~~ Conduct annual evaluation of the overall program to determine its continued effectiveness. Assist in the annual evaluation of the overall program to determine its continued effectiveness.
  - ~~9-11.~~ Ensure all assigned personnel are knowledgeable of all aspects of the confined space entry program.
  - ~~10-12.~~ Ensure that employees comply with all elements of the confined space entry program.
  - ~~13.~~ Ensure appropriate PPE and equipment is properly utilized and maintained ~~and inspected~~ annually.
  14. Ensure that any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
  15. Ensure that when entrance covers are removed, the opening is promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and it will also protect each entrant working in the space from foreign objects entering the space.
  16. Removing unauthorized individuals who have entered or who attempt to enter any permit space.
  17. Determining that entry operations remain consistent with terms of the entry permit and that acceptable entry conditions are maintained.
  - ~~14-18.~~ Terminating the entry and canceling the permit whenever required and notifying AFD when the entry has been terminated.

Note: The Entry Supervisor may also serve as an attendant or as an authorized entrant providing that person is properly trained and equipped. The duties of the Entry Supervisor may also be passed from one individual to another individual during an entry operation.

B. Duties of Authorized Entrants:

1. Know and recognizing the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of exposure.
2. Receive training relating to confined space entry prior to any entry.
3. Know how to properly use all equipment required for entry into confined spaces.
4. ~~Communicate with the attendant as necessary to enable the attendant to monitor your status.~~ Communicate with the attendant as necessary to enable the attendant to properly monitor entrant status.
5. Verifying the conditions in the permit space are acceptable for entry through the duration of the authorized entry. For example, regularly testing the atmosphere within the space to ensure that continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere.
6. ~~Alert the attendant whenever there are warning signs or symptoms of exposure to a dangerous situation or a prohibited condition.~~ Alerting the attendant when hazardous conditions, dangerous situations, prohibited conditions, warning signs, or symptoms of exposure are detected, recognized, identified or suspected.
- 6.7. Exit the confined space immediately when the following arises:
  - a. An order to evacuate is given by other entrants, the attendant or the entry supervisor.
  - b. When a prohibited condition or dangerous situation arises.
  - c. When ~~the an~~ evacuation alarm is activated.
  - d. When warning signs or symptoms of exposure are identified or recognized.
8. Complying with all other aspects of this confined space entry program.

C. Duties of Attendant:

1. Receive training relating to confined space entry.
2. Knowing the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of exposure.
3. Verifying the conditions in the permit space are acceptable for entry throughout the duration of an authorized entry.
- 3.4. Continuously monitoring all entrant(s) in the confined space including maintaining an accurate count of those individuals in the permit space.
- 4.5. Remain outside the confined space during entry operations until relieved by another attendant.
- 5.6. Communicate with authorized ~~individuals-entrants~~ as necessary to monitor their status and to alert \_\_\_\_\_ of the need to evacuate the confined space.
- 7.6. Do not enter confined space to perform a rescue. Summon rescue and other emergency services as soon as it is determined that an entrant(s) may need assistance to escape.
- 7.8. Monitor activities inside and outside the space to determine if it is safe for ~~authorized~~ entrant(s) to remain in the space and order the ~~authorized~~ entrant(s) to evacuate the space immediately under the following conditions:
  - a. If you detect a prohibited condition (e.g., entry by unauthorized individual, etc.).
  - b. If a hazardous atmosphere is detected during entry, entrants and attendants must immediately leave the space. The space must then be evaluated to determine how the hazard atmosphere developed and the steps to implement to protect employees from the hazardous atmosphere before any subsequent entry takes place.
  - b.c. If you detect the behavioral effects of hazard exposure in an authorized entrant.

~~ed.~~ If you detect a situation outside the space that could endanger the authorized entrant.

~~ed.~~ If you cannot effectively and safely perform all the duties required.

~~98.~~ Warn unauthorized personnel to stay away from the confined space.

~~109.~~ Advise unauthorized personnel that they must exit the confined space immediately if they have entered the confined space.

~~110.~~ Inform the authorized entrant(s) and the supervisor, if applicable, ~~if of~~ unauthorized person(s).

~~121.~~ Perform non-entry rescue as specified by the City's rescue procedure, as in hoisting entrant from a vertical confined space.

~~132.~~ Perform no ~~other~~ duties that might interfere with the primary duty to monitor and protect the authorized entrant(s).

~~14.~~ Summoning rescue and other emergency services as soon as the attendant determines that entrants may need assistance to escape from the permit space hazards.

D. Duties of Rescue Services (Appleton Fire Fighters):

1. The City will ensure that each member of the rescue service will be provided with, and are trained to use properly, the personal protective and rescue equipment necessary for making rescues from confined spaces.

2. Rescue team members will be trained to perform their assigned duties. ~~Each member must also receive the training required of authorized entrants (CPR and First Aid).~~

3. Rescue team members will practice making permit space rescues at least once every twelve months using simulated rescue operations.

4. The City shall inform the rescue service of the hazards that they may ~~confront-encounter~~ called on to perform a rescue.

5. The City will provide the rescue service with access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.

6. Based on hazard(s) and time requirements for Rescuer(s) to make entry, the Rescue Team will be on site or positioned in such a location that response would meet the necessary response time.

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E. Responsibilities relating to outside contractors working on City projects:

1. The City as the "host employer" must:

a. Inform the contractor that the workplace contains permit spaces and that permit space entry is allowed only with a permit space program.

b. Apprise the contractor of hazards and elements of the space as well as our experience in the space and the reasons the space is identified as a permit space.

~~c. Apprise the contractor of any precautions or procedures the City has implemented for the protection of City employees in or near permit spaces where contractor personnel will be working.~~

~~ed.~~ Coordinate entry when both City employees and contractor personnel will be working in or near permit spaces.

~~V.~~ VI. PROCEDURES

A. Workplace Evaluation and Confined Space Classification - The Classification evaluation and identification of confined spaces will be made under the guidance of OSHA 29 CFR 1910.146 (see Appendix A) (See Exhibit II for a listing of City's confined spaces. A detailed assessment will be made of each space to determine the type and location of each space, its approximate dimensions, number of exits, the reason(s) for entry, actual or potential health and safety hazards, and its classification. - The classification of confined spaces are made under the guidance of Appendix A/OSHA 29CFR 1910.146. Spaces will be classified as one of the following:)



1. Non-Permit Confined Space

a. A Non-permit space is a confined space with an atmosphere within the limits specified below, or a Permit Required Space that only contains an atmospheric hazard, that can be changed through continuous ventilation and monitoring to meet the following criteria:

- Oxygen content of at least 19.5% or more, but not more than 23.5%.
- A hydrogen sulfide content of less than 10 parts per million (PPM) or a carbon monoxide content of less than 35ppm.
- A combustible gas content less than 10% of the lower explosive level (LEL).
- An exposure level for any hazardous substance determined to be present, which is at or below the Threshold Limit Value (TLV).

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2. Permit Required Confined Space (Permit Space) – Appendix B shall be completed to detail what steps were taken to eliminate hazards prior to entry into the space.

a. A Permit Required space is a confined space that has one or more of the following characteristics:

- Contains, or has the potential to contain, a hazardous atmosphere.
- Contains a material that has the potential for engulfment of an authorized entrant.
- Has an internal configuration that could cause an authorized entrant to be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a small cross section.
- Contains any serious safety or health hazards.

3. Reclassified Confined Space – A confined space may be reclassified from a pPermit space to a nNon-permit space under the following conditions:

- If the confined space poses no atmospheric hazard and if all hazards within the space are eliminated without entry into the space, the Permit space may be reclassified as Non-permit for as long as the non-atmospheric hazards remain eliminated.
- If it is necessary to enter the Permit space to eliminate hazards, other than explosive atmospheres, such entry shall follow the Permit requirements. If testing and inspection during that entry demonstrates that the hazards within the Permit space have been eliminated, the space may be reclassified.
- Exhibit III must be completed for a reclassification and the steps listed on this designation must be followed. If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space; the permit space may be reclassified as a non-permit space if the non-atmospheric hazards remain eliminated.
- Employees entering a confined space through this re-classification process must complete Appendix C detailing what steps were taken to eliminate the hazards prior to entry into the space.
- Note: Control of atmospheric hazards through continuous forced air ventilation does not constitute the elimination of hazards and cannot be used to re-classify a confined space.

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4. Alternate Entry Confined Space - A confined space may be entered through the alternate entry process if all the following conditions are met:

- If the only hazard posed by the confined space is an actual or potential hazardous atmosphere.
- If it can be demonstrated through air sampling and continuous forced air ventilation that entry will be safe.

- Employees entering a confined space through this alternate entry process must complete Appendix D detailing the steps taken to verify safety entry.

#### 5. Confined Spaces That Will Never Be Entered

B. Identification of Confined Spaces – Employees must be made aware of the existence, location, and danger of permit-required confined spaces. This can be done by posting signs at the access points to the permit spaces unless other equally effective means of warning personnel are thoroughly communicated.

#### B-C. Entry Procedures – Permit Required

##### 1. General Safety Rules and Work Practices:

- a. No unauthorized open flame allowed, and no employee may smoke within 10 feet of a confined space per WI 332.29.
- b. Any confined space with an atmosphere which has a combustible gas content of 10% or more of the lower explosive limit shall not be entered even if a breathing apparatus or respirator used.
- c. Boiler and Vessels – Before any employee enters a boiler or any other vessel type confined space (whether permit or non-permit), the following safety precautions shall be implemented.
  - i. Ensure that the interior temperature of the confined space closely equals the ambient temperature outside the vessel before any entry is made into it to avoid extreme hot or cold temperatures.
  - ii. Ensure that hazardous materials (solids and liquids) inside the work area are removed from the vessel as much as possible before entry is allowed.
  - iii. Ensure that all lines leading into and away from the vessel are addressed appropriately regarding lockout/tagout requirements.
  - iv. Develop proper confined space entry procedures for the specific boiler employees will be entering.
- d. Traffic Safety – Entrances to all confined spaces that are in the streets shall be guarded in accordance with the following requirements when work is required at these spaces (in accordance with SPS 332.29):
  - i. Employee shall activate the following warning lights upon approach to an entrance to a confined space: vehicle's beacon light and vehicle's four-way hazard flashers.
  - ii. A vehicle shall be parked to permit traffic to flow in an unobstructed manner, and where possible, to provide protection for the employees.
  - iii. Employee shall park the vehicle in such a manner that the vehicles exhaust fumes cannot accumulate in the confined space. If this is not possible, the vehicle's exhaust pipe shall be extended away from the confined space.

Note: If a hazard cannot be avoided, this may require further consideration such as changing a non-permit space into a permit space.
  - iv. Employees shall properly place traffic safety cones around the manhole to adequately warn oncoming traffic. Traffic safety cones shall be visible to traffic in all directions and in such a manner as to protect the employees from the traffic flow. Traffic cones should also be placed far enough from the confined space to give drivers adequate notice.
- e. Cleaning Purposes: When a confined space is required for cleaning purposes, the entry supervisor, shall review and authorize the procedures and processes to be used while cleaning the confined space before entry can take place.

Considerations for cleaning include:

- i. Initial cleaning shall be done, if possible, from outside the tank.
- ii. The cleaning agent or process itself may create a hazard within a confined space and must be accounted for. Therefore, when additional hazards are created or possible by the cleaning process, the entry supervisor shall develop additional safety procedures to control the newly created hazards and ensure employee safety. These special precautions shall be developed before a confined space cleaning process takes place. Note: this may require reclassification of a non-permit space to a permit space.
- f. Use of Equipment and Tools Inside the Confined Space: When entry into a confined space requires the use of equipment and tools inside the space, this equipment shall be inspected and must meet the following requirements:
  - i. Hand tools must be in good condition.
  - ii. Portable electrical tools shall be listed and rated appropriately for the environment they will be used in.
  - iii. All electrical grounds must be checked before electrical equipment is used in a confined space. Ground fault circuit protectors should be used whenever possible to protect employees from electrical shock when working in damp or wet locations.
  - iv. All electrical cords, tools, and equipment must be constructed of a heavy-duty, double-insulated cord and/or equipped with a 3-prong plug.
  - v. All electrical cords, tools and equipment must be visually inspected for defects before being used in a confined space. If found defective, they must either be replaced or repaired before they are to be used in a confined space.
  - vi. Cylinders of compressed cylinders (except those that are part of a SCBA or resuscitation equipment) must not be taken into a confined space.
  - vii. Ladders must be adequately secured or of a permanent type that provides the same degree of safety. Note: Permanent ladders must be inspected for rust or corrosion and repaired or replaced, if necessary.
  - viii. The tool or process itself may create a hazard within a confined space and must be accounted for. Therefore, when additional hazards are created or possible while using a given tool in a confined space (e.g., grinding, welding, sanding, etc.), the entry supervisor shall develop additional safety precautions (e.g., utilize hot work permit, etc.) to control the newly created hazards and ensure employee safety. These special procedures shall be developed before an entry takes place. Note: this may require classification of a non-permit space to a permit space.
  - ix. For powered tools utilizing compressed air, ensure the air source for the compressor is safe and not drawing any contaminated air into the confined space.

2. Confined Space That Will Never Be Entered: If employees will never enter permit spaces, the responsible department shall take effective measures to prevent employees from entering the permit space such as locking the space entryway or sealing it off and marking the space as a permit space that may never be entered. No further entry procedures are required if the space will never be entered, and it is safe to be left in this status. If there are changes in the use or configuration of the space, the space shall be re-evaluated and if necessary, the space will be re-classified and entry procedures will be established.

4.3. Permit Required Confined Space (Permit Space) Entry Procedures:

- a. The confined space entry permit ([Appendix B](#)) must be completed before approval can be given to enter a permit required confined space.
- b. A written copy of operating and rescue procedures, as required by this policy shall be at the work site for the duration of the job.
- c. The [entry](#) permit checklist shall be kept at the work site for the duration of the job. If circumstances dictate an interruption in the work (the entrant within the confined space leaves the confined space) the permit must be re-evaluated, and a new checklist completed.
- d. The atmosphere within the authorized entrant's immediate area shall be continuously monitored for oxygen, combustible gas, potential toxic air contaminants and any other hazardous substance which the employer has reason to believe may be present in the confined space. [Note: Entry personnel should use caution as there may be unanticipated compounds within the space that are undetectable by gas meters.](#) An alarm only type gas monitor may be used. Meters shall be calibrated per manufacturer's recommendations. Meters shall be "bump" tested prior to metering the atmosphere. Testing shall be conducted by a trained individual only.
- e. A written record of the pre-entry test results shall be made and kept at the work site for the duration of the job. [See Exhibits I and/or II.](#)
- f. A monitoring probe shall be lowered slow enough to detect stratification of atmosphere contamination at all levels.
- g. The authorized individuals will certify in writing based upon the results of the pre-entry testing that all hazards have been eliminated.
- h. Affected employees shall be able to review the testing results.
- i. Call Rescue Service (Appleton Fire Dept.) with a 48-hour notice (recommended). (Contact Fire Shift Commander at [920-832-5815](#))
- j. When dangerous air contamination is attributable to flammable and/or explosive substances, lighting and electrical equipment shall be Class I, Division I rated per national electrical code and no ignition sources shall be introduced into the area.
- k. Entry is prohibited for 10% or greater ~~LEL~~ [lower explosive limit \(LEL\)](#) atmospheres.
  - l. While in the confined space, if the air quality falls outside ~~of the limits specified on pages 2 and 3~~ [the limits for a safe atmosphere](#), the authorized entrant shall exit the confined space.
  - m. Ventilation may not be used in lieu of monitoring devices. An employee may not enter the space until forced ventilation has eliminated any hazardous atmosphere.
  - n. No employee may enter a confined space without an attendant stationed at the entrance of the permit required confined space.
  - o. If the attendant must leave ~~his/her~~ [their](#) post, the entrant must immediately exit the confined space.
  - p. A flagman who is directing traffic may not serve as the attendant. The attendant must remain outside the confined space for the duration of entry operations.
  - q. While in the confined space, an authorized entrant shall have voice or other means of communication with the attendant.
  - r. An authorized entrant entering vertically into the confined space shall wear a full body harness secured to a retrieval line.
  - s. Entrants must obtain and use the proper [personal protective equipment \(PPE\)](#), tools and emergency rescue equipment.
  - t. An authorized entrant who makes a horizontal movement into a confined space such as a sewer, or who descends in such a manner that renders a mechanical retrieval device useless for a rescue attempt, shall [wear a full body harness.](#)

- i. Wear a self-contained positive pressure breathing apparatus (SCBA) or type C airline respirator.
  - ii. Wear a full body harness.
- Smoking is prohibited for the attendant and the entrant.

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24. Entry Procedures—Non-Permit Required Confined Space Entry Procedures:

- a. The confined space checklist (Exhibit I) must be completed before entering a non-permit required confined space.
- b. A written copy of operating and rescue procedures, as required by this policy shall be at the work site for the duration of the job.
- e. The permit checklist shall be kept at the work site for the duration of the job. If circumstances dictate an interruption in the work (the entrant(s) within the confined space leaves the confined space) the permit must be re-evaluated and a new checklist completed.
- d. The atmosphere within the authorized entrant's immediate area shall be continuously monitored for oxygen, combustible gas, potential toxic air contaminants and any other hazardous substance which the employer has reason to believe may be present in the confined space. An alarm only type gas monitor may be used. Meters shall be calibrated per manufacturer's recommendations. Meters shall be "bump" tested prior to metering the atmosphere. Testing shall be conducted by a trained individual only.
- e. A written record of the pre-entry test results shall be made and kept at the work site for the duration of the job. See Exhibits I and/or II.
- f. A monitoring probe shall be lowered slow enough to detect stratification of atmosphere contamination at all levels.
- g. The authorized individuals will certify in writing based upon the results of the pre-entry testing that all hazards have been eliminated.
- h. Affected employees shall be able to review the testing results.
- i. When dangerous air contamination is attributable to flammable and/or explosive substances, lighting and electrical equipment shall be Class I, Division I rated per national electrical code and no ignition sources shall be introduced into the area.
- j. Entry is prohibited for 10% or greater LEL atmosphere.
- k. While in the confined space, if the air quality falls outside of the limits specified on pages 2 and 3, the authorized entrant shall exit the confined space.
- l. Ventilation may not be used in lieu of monitoring devices. An employee may not enter the space until forced ventilation has eliminated any hazardous atmosphere. Non-permit spaces may be entered without further procedures (other than following the general safety rules and work practices under section C.1. of this policy), though basic everyday safety precautions must be followed as applicable.
- b. When there are changes in the use or configuration of a non-permit confined space that may increase the hazards to entrants and generate permit space-related hazards, the space shall be re-evaluated and classified as a permit-required confined space.

m. Smoking is prohibited in or near a confined space.

5. Permit-Required Confined Spaces That Can Be Reclassified to Non-Permit Confined Spaces: A permit space can be reclassified to a non-permit space if the following conditions and procedures are met and maintained:

- a. All actual and potential atmospheric hazards have been eliminated (i.e. draining chemical tanks of their contents, purging any residual chemicals with water, and ventilating the space after purging is complete). If the permit space poses no

actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated. Control of atmospheric hazards through continuous forced air ventilation does not constitute elimination of the hazards. Section C.6 covers permit space entry where it can be demonstrated that continuous forced air ventilation alone will control all hazards in the space.

- b. All non-atmospheric hazards within the space must be eliminated (e.g., by lockout tagout, empty of contents, shutting boilers down, opening access ports to allow for temperature reduction and natural ventilation, etc.) to render the space safe for entry.
- c. All other hazards must remain eliminated while non-permit entry is occurring. If hazards develop during entry, employees must leave the space and the space must be re-evaluated by the entry supervisor to determine whether it must be reclassified as a permit space.
- d. A written reclassification permit certification must be prepared for each entry of this type. The certification must document how all hazards in a permit space were eliminated and will remain eliminated. This document at a minimum must include the date, the location of the space and the signature of the person making the determination. It must be available to the employee(s) entering the space or to that employee's authorized representative. Appendix C should be utilized for the document this reclassification of permit spaces.
- e. If a permit confined space is reclassified to a non-permit space prior to entry of it, an attendant, supervisor and rescue service provisions are not required.

Spaces reclassified to non-permit status may be entered as such upon satisfying the conditions described above. However, if entry is necessary to eliminate permit-space hazards, such entry must be done under permit conditions and following the permit entry requirements. Once elimination of the hazards has been completed and verified, non-permit status may be granted.

6. Permit-Required Confined Spaces Utilizing Alternate Procedures: Alternate entry procedures may be used when the only hazard present in a confined space is an actual or potential atmospheric hazard that can be controlled through continuous forced air ventilation. If alternate entry procedures are used, an attendant or entry supervisor is not required, and rescue provisions are also not required. Training and entry documentation (completed Appendix D) is required though.
  - a. Requirements to Utilize Alternate Entry Procedures:
    - i. The only hazard by the confined space is an actual or potential hazardous atmosphere.
    - ii. Continuous forced air ventilation is sufficient to maintain a safe space. The ventilation shall be directed to the immediate areas where employees are or will be present and will continue until all employees have left the space. The air supply shall be from a clean source and not increase hazards within the space.
    - iii. Monitoring and inspection data that supports the space is safe is documented. The atmosphere within the space shall be continuously tested to ensure that ventilation is adequate. If a hazardous atmosphere is detected:
      - 1) Each employee shall leave the space immediately.
      - 2) The space shall be evaluated to determine how the hazardous atmosphere developed.

- 3) Measures must be taken to protect employees from the hazardous atmosphere before any entry can be made.
- iv. If initial entry is necessary to obtain the atmospheric sampling data, it shall be performed with the procedures for permit space entry.
- v. Entry documentation and atmospheric testing data must be made available to entrants.

37. Rescue Procedures

- a. The attendant shall call 911 for rescue service (Fire Department) on a two-way radio or cellular phone.
- b. The attendant shall perform rescue only if ~~he/she/they~~ can remove the disabled via ~~his/her/their~~ lifeline. The attendant ~~may~~ must not enter the confined space.
- c. If the rescue cannot be performed via the lifeline, the following will take place:
  - i. The attendant shall notify the supervisor.
  - ii. The attendant will continue to monitor the activities inside and outside the confined space.
  - iii. When the Fire Department arrives, fire department personnel will determine if it is safe to conduct a rescue operation.
  - iv. All rescue workers shall follow all Appleton Fire Department confined space policies and standard operating guidelines (SOG).
  - v. When dangerous air contamination is attributable to flammable and/or explosive substances, lighting and electrical equipment shall be Class I, Division I rated per national electrical code and no ignition sources shall be introduced into the area.

worker space.

C.D. Training

- 1. ~~All personnel involved in confined space entry shall receive training on a yearly basis to recognize, understand and control the hazards found in confined spaces.~~
- 2. ~~The department safety coordinator, supervisor or authorized individual will provide each employee with a copy of the written Confined Space Entry Policy and the Respirator Policy.~~
- 3. ~~Each department/division that falls under confined space entry requirements must coordinate First Aid and CPR training for all authorized entrants and attendants.~~
- 4. ~~Training records will be sent to the H.R. Generalist.~~
- 5. ~~Training shall be provided to each authorized employee. Training and testing shall be provided yearly to each affected employee and shall establish proficiency in all areas.~~
  - 1. ~~- a. ~~Before an employee is first assigned to confined space entry duties. Before the employee is first assigned to confined spaces.~~
    - b. ~~Before there is a change in assigned duties. Before there is a change in duties.~~
    - c. ~~Whenever there is a change in permit space operations that presents a hazard about which an employee has not previously been trained.~~
    - d. ~~Whenever it is believed either that there are deviations from established entry procedures or there are inadequacies in the employee's knowledge.~~~~

~~Whenever there is a change in confined space operatives that presents a hazard in which an employee has not been previously trained.~~
  - 2. ~~Training and standard testing shall establish employee proficiency in the duties described in this policy and when new or revised procedures are implemented.~~

Commented [BCM1]: Is this being done?

- 6.3. Each department/division that falls under confined space entry requirements must coordinate First Aid and CPR training for all authorized entrants and attendants.
- 7.4. The trainer will certify that the employee meets the City's requirements at the end of the training session. Training records will be sent to the Human Resources Department.

D.E. Record Keeping

1. Each department/division involved in confined space entry and the Human Resource Department will maintain the following records:
  - a. Documents for inspection, repair and calibration results of all monitoring equipment must be retained at least five years by the applicable department.
  - b. The Human Resource Department will maintain CPR and First Aid training documents.
  - e. The departments must retain documents for inspection and maintenance of all retrieval systems, ropes, harnesses and other entry equipment for at least five years.
  - d.c. Respirator Fit Testing records that are required yearly will be maintained in the Human Resource Department for a period of five years.
  - e.d. Entry permits must be maintained by individual departments/ divisions for no less than one year. Entry permits must be reviewed to determine if changes are needed in any confined space entry procedures.
  - f.e. SCBA equipment – Each department/division will follow the City's Respirator Policy and will maintain their individual records.
  
2. Respirator Medical Evaluation
  - a. All employees who are required to wear a respirator to enter confined spaces will complete a medical questionnaire to be reviewed by the City occupational health provider. The occupational health provider will determine if clearance can be granted or if a medical exam will be necessary. The Human Resources Department will maintain clearance records from the occupational health provider. These records will be retained for the worker's employment plus five years.

Commented [BCM2]: Is this being completed?



Confined Entry  
Page -3-

RECORDINGS  
EVERY 5 MINUTES

O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____
O2	_____	LEL	_____	CO	_____	H2S	_____	TIME	_____

Commented [BCM3]: This document will be deleted as it has been updated in a later appendix.

Exhibit I



**UTILITIES DEPARTMENT  
 CONFINED SPACE ENTRY CHECKLIST  
 FOR PERMIT AND NON-PERMIT ENTRIES**

Revised: 05-16-16

Location: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Description of work: \_\_\_\_\_

Check one after referring to Confined Space Procedure Sheet

- Permit  Non-Permit  Re-classified to Non-Permit Space

	O2	H2S	LEL	CO	OTHER
Initial Readings:					
Readings During Entry:					

1. Do you have a CSE Procedure Sheet that documents the hazards in the space?
2. Has the gas monitor been bump tested and has the space been tested and found safe for entry?
3. Has the space been adequately ventilated?
4. Have all machinery, pumps, etc., associated with the space been locked out?
5. Have all chemical and / or pressurized lines which can open into the confined space been shut off and locked out?
6. Does the employee entering the confined space have the proper PPE (refer to the PPE Roster)?
7. Does the worker have all of the proper tools for the work to be performed?
8. Has the worker been fitted with a safety harness and life line? (Permit Required)
9. Has adequate and safe lighting been provided?
10. Has one attendant been assigned to watch the worker and has he/she been told what to do if the worker in the confined space encounters difficulties? (Permit Required)
11. Have employees involved been instructed on the safe method of doing this job?
12. Has the rescue service (AFD) been notified prior to entry? Call 832-5810, ask for on-duty Shift Commander or Special Operations Battalion Chief. (Permit Required)

YES	NO	N/A

If you have answered "no" to any of the previous questions, stop work and contact your supervisor.

Equipment Needed:

<input type="checkbox"/>	Hard Hat *	<input type="checkbox"/>	Gas Monitor *	<input type="checkbox"/>	Barricades	<input type="checkbox"/>	Protective Clothing
<input type="checkbox"/>	Safety Harness	<input type="checkbox"/>	Fire Extinguisher	<input type="checkbox"/>	Gloves	<input type="checkbox"/>	Life Line
<input type="checkbox"/>	Hearing Protection	<input type="checkbox"/>	Goggles	<input type="checkbox"/>	Respirator	<input type="checkbox"/>	
<input type="checkbox"/>	SCBA or SAR	<input type="checkbox"/>	Safety Glasses	<input type="checkbox"/>	Other (Specify)	<input type="checkbox"/>	

\*Mandatory equipment for all entries

I have inspected and verified each requirement on this permit and to the best of my knowledge state that this work can be done safely and in compliance with the rules of the City of Appleton.

\_\_\_\_\_  
 Entrant/Date    Attendant/Date    Supervisor/Date

\_\_\_\_\_  
 Entrant/Date

**Commented [BCM4]:** I suggest this exhibit be deleted and replaced with our revised permit found later in this policy re-write.

**EXHIBIT II**



**City of Appleton**  
[Department]  
**Confined Space Entry**

Identification of Confined Space	Access to	Level Designation
All new construction of manholes shall be considered non-permit until such time that the system is placed in use, or there is evidence of any type of contaminants.	Top	Non-permit
Sanitary and Storm manholes with any type of contaminant is considered Permit. Required (e.g. sludge, water, sewage)	Top	Permit
Horizontal in any sewer pipe.	Top	Permit

Revised: 10/2008

**Commented [BCM5]:** I suggest this not be part of the confined space policy as it is department specific. All department-specific items will be retained by each applicable department. In addition, the guidance on new construction of manholes does not reflect the current requirements of OSHA.

**CITY OF APPLETON**  
**Park and Recreation Department**

**Confined Space Entry Locations**

**\*\*On any Full Permit Entries The Appleton Fire Department must be notified 48 hours in advance of entry\*\***

**832-5810 Shift Commander**

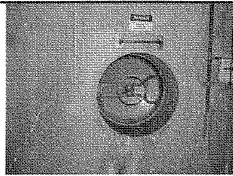
Park and Recreation Service Building	Sump Pump Pit East	Full Permit
	Sump Pit North	Full Permit
City Park	Water Fountain Vault	Non Permit
	Top Of Fountain	
	Light Access	Non Permit
Erb Pool	Surge Pit	Full Permit
	Sump Pump Pit	Full Permit
	Main Pump Pit	Non Permit
	Filter Tank	Non Permit
Highview Park	Plumbing Chase	Non Permit
Kiwanis Park	Plumbing Chase	Alternate Entry
Mead Pool	Manhole #1	Full Permit
	Backwash Tanks	Full Permit
	Surge Pit	Full Permit
	Main Water Turn On Pit	Full Permit
Pierce Pavilion	Under Stage Access	Non Permit

**Commented [BCM6]:** I suggest this not be part of the confined space policy as it is department specific. All department-specific items will be retained by each applicable department

Exhibit III

Commented [BCM7]: I suggest this exhibit be removed.

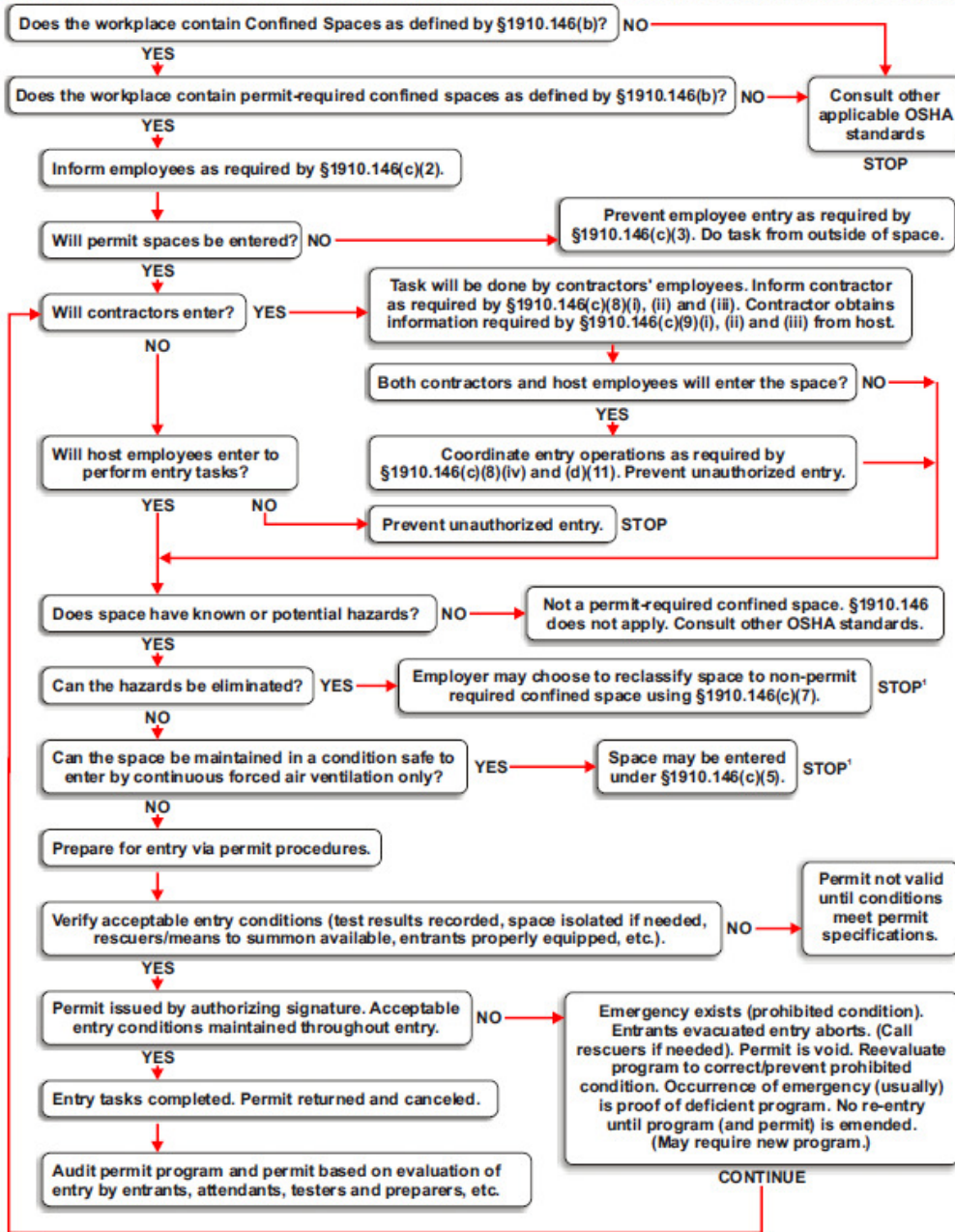
Commented [BCM8]: I suggest this item be removed.



(2) Pretreatment Basins

<b>Complex:</b>	City of Appleton - Water Treatment Facility
<b>Spaces in Inventory:</b>	(2) Pretreatment Basins
<b>Type/Description:</b>	Pretreatment Basins – basins provide for PAC and KMnO <sub>4</sub> detention time Refer to Water Treatment Operations Manual, Chapter 1, Pretreatment Contact Basins and Softener Inlet Channels
<b>Asset Codes:</b>	<ul style="list-style-type: none"> <li>• WT-005-PB-0001</li> <li>• WT-005-PB-0002</li> </ul>
<b>Access:</b>	Vertical and Horizontal
<b>Regulatory Hazards:</b>	<ol style="list-style-type: none"> <li>1. Vertical Entry – Water Hazard</li> <li>2. Hydrated Lime Dust – PRV on lime silos</li> <li>3. Employee Work – Employee work activities could cause hazard (e.g., atmospheric, due to employee welding)</li> </ol>
<b>Classification:</b>	Permit-Required – Reclassification potential to Non-Permit with Supervisor approval following reclassification requirements below.
<b>Completed by:</b>	Chris Shaw/Mark Kessler on 03-01-09
<b>Reclassification Requirements:</b>	<p>1910.146</p> <ol style="list-style-type: none"> <li>1. Lower inlet gallery access doors opened</li> <li>2. Notify supervisor of an atmosphere that falls out of the CSE Policy acceptable range</li> <li>3. Requires confined space checklist and air monitoring</li> </ol> <p>1919.147</p> <ol style="list-style-type: none"> <li>1. LOTO softener agitation pump inlet and outlet valves (closed)</li> <li>2. LOTO MWW and CWW discharge valves leading to pretreatment basin (closed)</li> <li>3. LOTO inlet valve leading to splitter box which discharges to pretreatment basin (closed)</li> <li>4. LOTO pretreatment basin agitation pump suction and discharge valves (closed)</li> <li>5. LOTO isolation valve between north and south softener inlet channels, (closed)</li> <li>6. LOTO hydrated lime silo off-loading valves (2) (closed)</li> </ol> <p>AWTF Safety Recommendations</p> <ol style="list-style-type: none"> <li>1. Ventilator use</li> <li>2. Two workers in communication with each other</li> <li>3. See your supervisor for additional safety instructions</li> <li>4. Portable lighting w/GFCI protection due to limited space lighting</li> <li>5. Note: channel agitation piping is fastened to channel floor</li> </ol>

**APPENDIX A TO §1910.146 - PERMIT-REQUIRED CONFINED SPACE DECISION FLOW CHART**



Commented [BCM9]: Add this.

\*Spaces may have to be evacuated and re-evaluated if hazards arise during entry.

PERMIT-REQUIRED CONFINED SPACE DECISION FLOW CHART - APPENDIX A  
(CONTINUED)

Referenced Statutes:

- 1910.146(b): Confined space means a space that: is large enough and so configured that an employee can bodily enter and perform assigned work, has limited or restricted means for entry or exit and is not designed for continuous employee occupancy.
- 1910.146(c)(2): If the workplace contains permit spaces, the employer shall inform exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces.
- 1910.146(c)(3): If the employer decided that its employees will not enter permit spaces, the employer shall take effective measures to prevent its employees from entering the permit space.
- 1910.146(c)(8)(i) – 1910.146(c)(8)(iii): Host employers should inform contractors of any applicable permit spaces, the hazards of them, host employer's experience with them, that entry into permit spaces is only allowed through a permit space program, and the precautions or procedures, if any, that will be taken to protect its employees working in or near the permit space where the contractor will be working.
- 1910.146(c)(9)(i) – 1910.146(c)(9)(iii), 1910.146(c)(8)(iv) and 1910.146(d)(11): Contractor should obtain information from the host employer on the hazards of any permit spaces they will be entering. Contractor must coordinate entry operations with host employer if host employer's employees and contractor personnel will be working in or near permit space so that employees of one employer do not endanger the employees of any other employer. Contractor must inform the host employer of the permit space program that the contractor will follow and of any hazards encountered or created while working in permit space either through a debrief or during entry operations.
- 1910.146(c)(5): Reclassification of Confined Spaces: All actual and potential atmospheric hazards have been eliminated (i.e. draining chemical tanks of their contents, purging any residual chemicals with water, and ventilating the space after purging is complete, etc.). If the permit space poses no actual or potential atmospheric hazards and if all hazards within the space are eliminated without entry into the space, the permit space may be reclassified as a non-permit confined space for as long as the non-atmospheric hazards remain eliminated. Control of atmospheric hazards through continuous forced air ventilation does not constitute elimination of the hazards.
- 1910.146(c)(7): Alternate Entry of Confined Spaces: Alternate entry procedures may be used when the only hazard present in a confined space is an actual or potential atmospheric hazard that can be controlled through continuous forced air ventilation. Monitoring and inspection data supports the space is safe is documented. The atmosphere within the space shall be continuously tested to ensure that ventilation is adequate.

**Commented [BCM10]:** Add this. This is a revision of our previous entry permit.



**CITY OF APPLETON  
APPENDIX B - CONFINED SPACE ENTRY CHECKLIST  
FOR PERMIT-REQUIRED ENTRIES ONLY**

Revised: 09-01-2021

Location: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Time Issued: \_\_\_\_\_  
 \_\_\_\_\_ Date Expires: \_\_\_\_\_ Time Expires: \_\_\_\_\_

Description of confined space (tank #, etc.): \_\_\_\_\_

Description of work to be performed in space: \_\_\_\_\_

	O2	H2S	LEL	CO
<b>Permissible Limits for Entry:</b>	<u>19.5% - 23.5%</u>	<u>Less than 10 ppm</u>	<u>Under 10%</u>	<u>Less than 35 ppm</u>
Initial Readings:				

1. Do you have a CSE Procedure Sheet that documents the hazards and the safety procedures to follow for entry into this space?
2. Has the gas monitor been bump tested and has the space been tested and found safe for entry?
3. Has the space been adequately ventilated?
4. Have all machinery, pumps, etc., associated with the space been locked out?
5. Have all chemical and / or pressurized lines which can open into the confined space been shut off and locked out?
6. Does the employee entering the confined space have the proper PPE (refer to the PPE Hazard Assessment) and the proper tools for the work to be performed?
7. Have the communication procedures (e.g., verbal contact, radio contact, etc.) between entrant(s)/attendant been discussed?
8. Has the worker been fitted with a safety harness and lifeline?
9. Has adequate and safe lighting been provided?
10. Has one attendant been assigned to watch the worker and has he/she been told what to do if the worker in the confined space encounters difficulties?
11. Have employees involved been instructed on the safe method of doing this job?
12. Has the rescue service (AFD) been notified prior to entry? Call 920-832-5815, ask for on-duty Shift Commander or Special Operations Battalion Chief.
13. If hot work (torching, welding, cutting, etc.) operations will take place in the space, has a written hot work permit been issued?

YES	NO	N/A

**If you have answered "no" to any of the previous questions, stop work and contact your supervisor.**

Equipment Needed:

- |                        |                              |                               |                                |
|------------------------|------------------------------|-------------------------------|--------------------------------|
| ___ Hard Hat           | ___ Gas Monitor              | ___ Barricades                | ___ Goggles/ Safety Glasses    |
| ___ Safety Harness     | ___ Fire Extinguisher        | ___ Gloves                    | ___ Communications Equip.      |
| ___ Hearing Protection | ___ Protective Clothing      | ___ Respirator                | ___ Retrieval Hoist / Lifeline |
| ___ SCBA or SAR        | ___ Explosion-Proof Lighting | ___ Ventilation Blower & Hose |                                |
| ___ Other (Specify)    |                              |                               |                                |

I have inspected and verified each requirement on this permit and to the best of my knowledge state that this work can be done safely and in compliance with the rules of the City of Appleton.

Entrant/Date \_\_\_\_\_ Attendant/Date \_\_\_\_\_ Supervisor/Date \_\_\_\_\_

Entrant/Date \_\_\_\_\_

**Commented [BCM11]:** Add this. This is a revision of our previous entry permit.



**APPENDIX B - CONFINED SPACE ENTRY CHECKLIST - CONTINUED**

PERIODIC ATMOSPHERIC READINGS: RECORD GAS MEASUREMENTS EVERY **30 MINUTES (AT A MINIMUM)**. IF ENTRY SUPERVISOR INDICATES MORE FREQUENT RECORDING OF GAS MEASUREMENTS ARE NEEDED, LIST THIS SPECIFIC TIME FREQUENCY HERE: \_\_\_\_\_. ENTRY SUPERVISOR'S SIGNATURE: \_\_\_\_\_.

O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____
O <sub>2</sub> _____	LEL _____	CO _____	H <sub>2</sub> S _____	TIME _____



**CITY OF APPLETON  
APPENDIX C - TEMPORARY RECLASSIFICATION OF  
PERMIT-REQUIRED CONFINED SPACES**

**(DO NOT USE FOR SPACES WITH HAZARDOUS ATMOSPHERES)**

Revised: 09-01-2021

Location: \_\_\_\_\_ Date Issued: \_\_\_\_\_ Time Issued: \_\_\_\_\_

\_\_\_\_\_ Date Expires: \_\_\_\_\_ Time Expires: \_\_\_\_\_

Description of confined space (tank #, etc.): \_\_\_\_\_

Description of work to be performed in space: \_\_\_\_\_

	02	H2S	LEL	CO
Permissible Limits for Entry:	19.5% - 23.5%	Less than 10 ppm	Under 10%	Less than 35 ppm
Initial Readings:				

**Guidance of Temporarily Reclassifying Permit-Required Confined Spaces**

CSE Procedure Sheets developed and approved for specific areas will identify permit-required confined spaces and the minimum steps necessary to reclassify to a non-permit spaces. To reclassify, employees must verify that the confined space meets the following requirements:

- Continuous four gas air monitoring is required while in the space.
- There is no actual or potential hazardous atmosphere in the confined space.
- Any hazards capable of causing death or serious physical harm have been eliminated.
- The confined space can be classified as a non-permit space only for as long as all the hazards remain eliminated.
- If anyone must enter the space to remove the hazards, the space must be treated as a permit-required confined space until all the hazards have been eliminated.

List any additional hazards identified that will be eliminated prior to entry which may not be described on the CSE Procedure Sheet.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Were methods used to eliminate hazards effective? If not, list why. If unsure how to proceed, contact your supervisor.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Entrant/Date                      Attendant/Date (if applicable)                      Supervisor/Date (if applicable)

\_\_\_\_\_  
Entrant/Date (if applicable)

**Commented [BCM12]:** Add this. This is a new form for reclassifying permit confined spaces.



CITY OF APPLETON
APPENDIX D - ALTERNATE ENTRY PROCEDURES OF CONFINED SPACES

Revised: 09-01-2021

Location of Space: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Description of confined space (tank #, etc.): \_\_\_\_\_

Description of work to be performed in space: \_\_\_\_\_

Alternate Entry Procedures of Confined Spaces – Guidance

Alternate entry procedures can only be utilized if: all physical hazards are eliminated or isolated, if the only actual or potential hazard within the confined space is atmospheric (e.g., oxygen-deficient, high levels of hydrogen sulfide, etc.) and this hazard can be controlled through continuous forced air ventilation. If atmospheric levels should at any time exceed the allowable limit, if the ventilation system stops working or if a new hazard is discovered, all employees must leave the space immediately and prohibit entry until the space can be re-evaluated. Any conditions making it unsafe to remove an entrance cover (to a confined space) must be eliminated before the cover is removed. When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and will protect employees working in the space from foreign objects entering the space. If entry is required into the space to obtain the initial or pre-entry readings or to eliminate any physical hazards, this form cannot be used; instead use the city's permit-required confined space form.

Table with 5 columns: O2, H2S, LEL, CO. Rows include Permissible Limits for Entry and Initial Readings (Pre-Entry).

PERIODIC ATMOSPHERIC READINGS: RECORD GAS MEASUREMENTS EVERY 30 MINUTES (AT A MINIMUM). IF ENTRY SUPERVISOR INDICATES MORE FREQUENT RECORDING OF GAS MEASUREMENTS ARE NEEDED, LIST THIS SPECIFIC TIME FREQUENCY HERE: \_\_\_\_\_.

ENTRY SUPERVISOR'S SIGNATURE: \_\_\_\_\_

O2 \_\_\_\_\_ LEL \_\_\_\_\_ CO \_\_\_\_\_ H2S \_\_\_\_\_ TIME \_\_\_\_\_
O2 \_\_\_\_\_ LEL \_\_\_\_\_ CO \_\_\_\_\_ H2S \_\_\_\_\_ TIME \_\_\_\_\_
O2 \_\_\_\_\_ LEL \_\_\_\_\_ CO \_\_\_\_\_ H2S \_\_\_\_\_ TIME \_\_\_\_\_
O2 \_\_\_\_\_ LEL \_\_\_\_\_ CO \_\_\_\_\_ H2S \_\_\_\_\_ TIME \_\_\_\_\_
O2 \_\_\_\_\_ LEL \_\_\_\_\_ CO \_\_\_\_\_ H2S \_\_\_\_\_ TIME \_\_\_\_\_
O2 \_\_\_\_\_ LEL \_\_\_\_\_ CO \_\_\_\_\_ H2S \_\_\_\_\_ TIME \_\_\_\_\_

Entrant/Date \_\_\_\_\_ Attendant/Date (if applicable) \_\_\_\_\_ Supervisor/Date (if applicable) \_\_\_\_\_

Entrant/Date (if applicable) \_\_\_\_\_

Commented [BCM13]: Add this. This is a new form for documenting the alternate entry process of permit confined spaces.

## Recruitment Status Report

*Updates thru 10/7/2022*

HR Generalist	Position	Dept.	Date of Vacancy	Open Date	# of Openings	Status
Jessie	Operator I - DPW	DPW	06/13/22	06/13/22	2	Job offer accepted, start date 10/10/22. Job offer accepted, start date 10/17/22.
	Arborist	DPW	06/16/22	06/16/22	1	Job offer accepted, start date 10/03/22.
	Inspector - Plumbing	DPW	09/03/22	07/18/22	1	Job offer accepted, start date 10/24/22.
	Managerial Accounting Coordinator	DPW	11/02/22	08/15/22	1	Job offer accepted, start date 10/17/22.
	Operator II - Water	DPW	09/09/22	08/29/22	1	Job offer accepted, start date: 9/26/22.
	Electrical/Building Inspector	DPW	02/19/22	01/24/22	1	Application deadline: 10/30/22.
	Operator II - Sweeper	DPW	09/26/22	09/26/22	1	Internal application deadline: 10/9/22.
	HVAC Technician	PRFM	11/25/20	09/14/22	1	Application deadline: 10/23/22.
	Maintenance Specialist - Millwright	Utilities	08/25/22	08/15/22	1	Conditional start date of 10/24/22 pending medical on top candidate.
	Water Plant Operator	Utilities	09/16/22	09/16/22	1	Panel interview 10/04/22.
	Safety and Compliance Specialist	VT	N/A	05/06/22	1	Medical pending on 1 candidate.
	Communication Technician	VT	06/18/22	06/19/22	1	Application deadline: 01/01/23.
	Part Time Utility Worker - VT	VT	09/30/21	10/05/21	1	Application deadline: 01/01/23.
	Bus Driver	VT	Multiple	N/A	6	Application deadline: 01/01/23. Panel interview 10/10/22.
Part-Time Bus Driver	VT	N/A	N/A	N/A	Application deadline: 01/01/23.	
Allison	Police Officer	Police	N/A	N/A	7+Elig.	Application deadline: 10/9/22. Conditional offer extended to 2 candidates. Backgrounds pending on 5 candidates. Chief interviews 10/13/22.
	Community Service Officer (CSO)	Police	01/19/21	01/26/22	N/A	Background pending on 1 candidate. Conditional offer extended to 1 candidate.
	Assistant Chief	Police	01/04/23	N/A	1	PFC interviews 10/3/22.
	Communication Specialist - .5 FTE	Police	TBD	09/19/22	1	Application deadline: 10/09/22.
	Administrative Support Specialist - Financials	Library	N/A	08/25/22	1	Second interview 10/11/22.
Content Management Systems Analyst	IT	09/06/19	09/12/22	1	Application deadline: 10/16/22.	

	Community & Economic Development Director	CED	01/04/23	09/16/22	1	Application deadline: 10/16/22.
	Library Page	Library	N/A	10/23/22	1	Application deadline 10/23/22.
	Library Page Clerk Sub	Library	N/A	10/03/22	1	Application deadline 10/23/22.

**Total Positions Open: 34**

**Total Eligibility Lists: 1**

**Positions on Hold**

HR Generalist	Position	Dept.	Date of Vacancy	# of Openings	Status
Allison	Library Clerk - Regular Part-Time	Library	07/01/22	1	Internal transfer. Position on hold.
	Communication Specialist	Police	04/03/22	1	Department restructuring.
	Training & Resource Development Specialist	Fire	01/04/23	1	Retirement. Waiting for RTF.
	Software Engineer	IT	09/30/22	1	Resignation. Department evaluating position.
Jessie	HVAC Technician	PRFM	11/25/20	1	Department evaluating position.

**Total Positions On Hold: 5**

*Note: Per Recruitment Policy, part-time non-benefited positions do not require authorization outside of the department. The Mayor has asked departments to scrutinize.*