

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 14th.

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 1st of each year based upon their length of continuous service. For purposes of determining future vacation eligibility, the year of hire shall be treated as a full year of service.
- 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 4th 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 31st 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 31st 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 31st 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 31st 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
FIRE FIGHTER					
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

FIRE FIGHTER/INSPECTOR					
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

FIRE DRIVER ENGINEER					
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

FIRE LIEUTENANT					
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

FIRE CAPTAIN					
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
FIRE FIGHTER					
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

FIRE FIGHTER/INSPECTOR					
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

FIRE DRIVER ENGINEER					
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

FIRE LIEUTENANT					
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

FIRE CAPTAIN					
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
FIRE FIGHTER					
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

FIRE FIGHTER/INSPECTOR					
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

FIRE DRIVER ENGINEER					
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

FIRE LIEUTENANT					
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

FIRE CAPTAIN					
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.