

2014 – 2016
INTERNATIONAL ASSOCIATION
OF
FIRE FIGHTERS
LOCAL 257

ARTICLE	TITLE	PAGE
1	PURPOSE OF AGREEMENT	1
2	RECOGNITION	1
3	AGENCY SHOP AND FAIR SHARE AGREEMENT	1
4	HOURS OF WORK	1
5	OVERTIME	4
6	SALARIES (See Exhibit A)	6
7	LONGEVITY	6
8	UNIFORM ALLOWANCE	6
9	PENSION FUND CONTRIBUTIONS	7
10	HOLIDAYS	7
11	VACATIONS	8
12	LEAVES OF ABSENCE	10
13	HEALTH & DENTAL INSURANCE	13
14	POST EMPLOYMENT HEALTH PLAN	14
15	DUTY INCURRED DISABILITY PAY	14
16	POSTING OF JOBS	14
17	TEMPORARY ASSIGNMENTS	15
18	PROMOTIONS	15
19	LOSS OR DAMAGE	16
20	PUBLIC ELECTIONS	16
21	UNION ACTIVITIES	16
22	DISCIPLINARY ACTION	16
23	GRIEVANCE PROCEDURE	16
24	MILITARY LEAVE	18
25	WAIVER	18
26	SAVINGS CLAUSE	18
27	NO OTHER AGREEMENT	19
28	CHANGES IN THE TERMS OF THIS AGREEMENT	19
29	TERM OF AGREEMENT	19
30	FUNCTION OF MANAGEMENT	19
31	AMENDMENT	19
32	PROBATIONARY STATUS, NEW EMPLOYEES, TRANSFERS	19
33	CONTINUING EDUCATION	20
34	PHYSICAL FITNESS	20
35	NON DISCRIMINATION	21
36	PART-TIME EMPLOYEES	21
	SIGNATURE PAGE	23
EXHIBIT A	SALARIES	24-26
EXHIBIT B	DISCIPLINARY ACTION SCHEDULE	27-28

SIDE LETTER	Work Rule Regarding Use of Tobacco Products	29-30
SIDE LETTER	Commercial Motor Vehicle Safety Act	31
SIDE LETTER	HAZ-MAT Outreach Program	32
SIDE LETTER	HAZ-MAT Team Members Training	33
SIDE LETTER	Implementation of N.F.P.A. Physicals	34-35
SIDE LETTER	Use of Tobacco Products	36
SIDE LETTER	Agreement Related to Protective Service Inspectors	37
SIDE LETTER	Agreement Related to Specialties	38
SIDE LETTER	Agreement Related to Alternate Response Unit	39
SIDE LETTER	Letter of Understanding – Sick Leave Bank	40
SIDE LETTER	Agreement Related to Light Duty Work Injury	41
SIDE LETTER	Letter of Understanding - Longevity	42
SIDE LETTER	Agreement Related to Hours of Work	43
SIDE LETTER	Agreement Related to Extended Absence of a Captain	44
	Employer Participation Agreement For Post Employment Health Plan	45-48
ADDENDUM A	Delta Dental	49

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

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 26 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 his/her designee.

ARTICLE 3 – AGENCY SHOP AND FAIR SHARE AGREEMENT

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

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

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

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

ARTICLE 4 – HOURS OF WORK

- A. The basic workweek for the following f employee (hereinafter called "Fire Support personnel") shall consist of forty (40) hours. Any mutual Agreement on a change in work schedule shall also be considered to be mutual agreement that a "week" shall be defined as a seven-day period beginning and ending on the same day,

1 rather than as a calendar week. The Fire Inspector shall work five (5) eight- (8) hour days unless changed by
2 mutual agreement between the employee and management. Holidays which fall during a workweek shall be
3 scheduled at eight (8) hours per day. Sick leave and vacation shall be charged based on hours scheduled,
4 unless the schedule is further modified by mutual agreement of the employee and supervisor.
5

6 1. Fire Inspector
7

8 B. The basic work week for the following categories of employees (hereinafter called "Fire Operations
9 personnel") shall consist of fifty-six (56) hours to be worked in twenty-four (24) hour tours on the basis of one
10 day on, one day off, one day on, one day off, one day on, four days off.
11

- 12 1. Captains
- 13 2. Lieutenants
- 14 3. Driver-Engineers
- 15 4. Fire fighters
- 16 5. Fire fighter/Inspectors
17

18 Employees in the above categories may be changed to the schedule outlined in "A" above, at the discretion of
19 the Chief, for the following reasons:

- 20 a. Accommodating light duty assignments following an injury or illness, provided, however, that employees
21 who are eligible for such assignment as a result of off-duty injury or illness shall have the option of
22 accepting or refusing such light duty assignment. Pre-scheduled vacation which falls during the term of
23 such assignment shall be granted based on the employee's original schedule. Sick leave and vacation
24 requests, which are approved after the schedule change has been made, shall be based on the
25 employee's new schedule.
- 26 b. In order for newly hired employees to receive and complete the required recruit school training.
- 27 c. Conducting Driver training limited to a two-week period.
28

29 Note: Recruit school classes will be scheduled prior to vacation selection if occurring after the first 12 months
30 of employment.
31

32 C. The duty day shall begin at 0700 hours for Operations Personnel. The coverage period for Support personnel
33 shall be from 0700 to 1700 hours. The Chief or his/her designee shall determine staffing needs during that
34 period and the employees shall select their schedules by seniority in compliance with those staffing needs.
35

36 D. Employees may exchange workdays between themselves.
37

- 38 1. Provided, however, the City shall not be liable for overtime or temporary assignment pay which accrues
39 solely due to the exchange of work hours.
- 40 2. Provided it does not interfere with scheduled mandatory training.
 - 41 a. Mandatory training shall be defined as:
 - 42 1. One city-wide mandatory training day per shift,
 - 43 2. If unable to attend the original dates, the make-up days for both EMS training and physical
44 fitness testing and,
 - 45 3. One day per shift per year at the discretion of the Chief or designee with 45 days notice.
46
 - 47 3. Provided there are no documented active performance issues.
 - 48 4. Provided both exchanging employees are fit for full unrestricted duty.
 - 49 5. Provided the maximum consecutive trade period shall be two three-working day blocks. Employees
50 trading to the maximum allowance must work one three-working day block prior to the trade period and
51 must work one three-working day block upon returning.
 - 52 6. Provided they are qualified for the assignment as outlined below:

- 1
2 a. Driver Engineers will be allowed to exchange with Driver Engineers and with other qualified
3 employees designated as relief drivers.
4

5 The Fire Department will train on departmental seniority basis Fire Operations Fire fighters from each
6 shift to fully assume the duties of Driver-Engineer and will maintain a list of those Fire fighters who
7 have successfully completed a training program as attested by the Training Officer and the Chief.
8 Seniority will not prevail if an employee is found unable to adapt and apply him or herself in a manner
9 applicable to the standards of handling and operating Fire Department apparatus.
10

- 11 b. Fire fighters will be allowed to exchange with Fire fighters and Officers will be allowed to
12 exchange with Officers and with other qualified employees subject to the discretion of the Chief or
13 his/her designee.
14

- 15 c. When scheduling, a person working a duty exchange will be assigned, if qualified, to the position
16 in which the initiator of the exchange would have been assigned. In addition, they may be
17 preassigned to any classification for which they are qualified, when there is no regularly
18 scheduled, qualified, employee available.
19

- 20 7. Provided that only one Fire fighter/Inspector can exchange with a non-Fire fighter/Inspector subject to the
21 discretion of the Chief or his/her designee.
22

23 It is the requesting employee's responsibility to insure that the request for duty exchange has been received
24 by the Chief or his/her designee.
25

- 26 E. Whenever necessary because of insufficient staffing to fill crews, the Chief or his/her designee may call in off-
27 duty personnel. Such call-ins shall be first by seniority within the classification and then by seniority among
28 other qualified employees.
29

- 30 1. In the event that such vacancy or emergency involves a twenty-four (24) hour shift employee, it shall be
31 filled by dividing such shift into equal shifts of not more than twelve (12) hours and not less than six (6)
32 hours. The first employee who is called and is available for work shall report for the first shift available.
33 Employees called subsequently shall select their shift by seniority from those shifts that remain.
34 Employees when called shall be given the option of working either twelve hours or twenty-four hours. If
35 the vacancy is for less than twenty-four hours, employees shall be given the option to work the remaining
36 hours of the first shift (0700-1900 hours) or to work all the available hours. Notwithstanding the above,
37 the Employer shall have the right to schedule employees to work up to twenty four (24) hours when
38 sufficient personnel are not available to fill all shifts, provided, however, that if two employees are utilized
39 in these circumstances, they shall work equal shifts.
40 2. In the event that all available employees are called and such vacancies cannot be filled as a result of
41 employees refusing same, such vacancies shall be filled by assigning same to the employees with the
42 least seniority by job classification. Employees who refuse overtime shall forfeit that cycle and not be
43 eligible again until that cycle has been completed. In cases where contact cannot be made with an
44 employee, he/she will be by-passed for that day but will again be eligible for the next vacancy or
45 emergency.
46 3. Operations employees who take paid or unpaid leave shall not be eligible for overtime call-in from the last
47 day they work until they again report to duty on their regular schedule.
48

- 49 F. If the City decides to require off-duty fire personnel to call in and receive permission to leave residential limits,
50 this agreement shall be re-opened for the sole purpose of negotiating the impact of that decision. If such
51 negotiations do not result in voluntary agreement, this matter shall be subject to final offer arbitration,
52 pursuant to the provisions of State Statutes Section 111.77.

1
2 G. The duty day for the purpose of training procedures and other regular, routine duties shall commence at 0700
3 and terminate at 1130, recommences at 1300 and terminate at 1630. Maintenance and servicing of vehicles,
4 equipment, and other fire department property after 1630 shall be limited to items necessary for efficient
5 response to alarms. The balance of the tour of duty shall be to provide service in matters of responding to
6 emergency and non-emergency calls.
7

8 1. The employer shall at its option adopt one of the two following alternatives: The routine duty schedule for
9 Saturday shall be from 0700 until 1200. Sunday and holidays, as designated in Article 10, shall be limited
10 to the past customary practice of those duties necessary for efficient responses to alarms, housework,
11 and vehicle checks.
12

13 2. Upon mutual agreement between the Chief or his/her designee and the Union, the Chief or his/her
14 designee may assign routine duties outside the above stated duty schedule, or on Saturdays, Sundays,
15 or Holidays with no additional compensation to be paid by the City. In the event that a mutual agreement
16 cannot be reached between the Chief or his/her designee and the Union the following apply:
17

18 WEEKDAYS: Routine duties may be assigned between 1630 and 2200 hours. All routine duties
19 assigned outside of the schedule established by Section G, above, shall be compensated at an
20 additional 1/2 time of the employees base rate for hours worked. A lunch period of continuous one and
21 one half-hours shall be scheduled between 1030 & 1430 hours. A meal break of continuous one and one
22 half-hours shall be scheduled between 1600 hours and 2000 hours.
23

24 SATURDAYS: Routine duties may be assigned from 0700 – 1200 hours. In the event the employer
25 chooses to assign routine duties between 1200 & 1630 hours, employees shall be compensated at an
26 additional half time of the employees base rate for hours worked. A lunch break of continuous one and
27 one half-hours shall be scheduled between 1100 hours and 1400 hours. Routine duties shall not be
28 assigned beyond 1630.
29

30 SUNDAYS AND HOLIDAYS: Employees assigned routine duties on Sundays and Holidays shall be
31 compensated at an additional straight time rate for hours worked. A lunch break of a continuous one and
32 one half-hours shall be scheduled between 1100 hours and 1400 hours. Routine duties shall not be
33 assigned beyond 1630.
34

35 H. The duty day for the Fire fighter/Inspector for the purpose of training procedures and other regular, routine
36 duties shall commence at 0700 and terminate at 1130, recommences at 1300 and terminate at 1630.
37 Additional routine inspection activities may be assigned after 1630 as required but no later than 2400 on
38 weekdays and Saturdays and 2200 on Sundays and Holidays. (Activities such as fire investigation,
39 occupancy inspections, public education events, special event inspection, PAC inspection, emergency
40 inspection issues and juvenile fire setter education.) All meal parameters in section G number 2 are
41 applicable to the position of Fire fighter/Inspector.
42

43 ARTICLE 5 – OVERTIME 44

45 A. Subject to the provisions of sub-paragraphs 1 and 2 of this paragraph, all time worked over forty (40) hours
46 per week shall be considered overtime and be paid for at the rate of time and one-half such employee's base
47 rate. When employees are required to work beyond their normal schedule hours for any reason, they shall be
48 paid overtime at time and one-half for actual time worked. Fire Support personnel may be compensated for
49 such overtime by either pay or time off, at their sole discretion subject to the provisions of Paragraph B below.
50 Fire Operations personnel will be compensated overtime by pay only.
51

- 1 1. Fire Support personnel shall be paid overtime for all hours worked over forty (40) hours per week. The
2 base rate for such employees shall be determined by dividing the weekly rate by forty (40).
3
- 4 2. Fire Operations personnel shall be paid overtime for all hours worked over twenty-four hours per shift and
5 for any hours worked on a scheduled day off when the employee has worked all of his/her scheduled
6 hours in that pay period. When staffing apparatus, the employee will be paid the regular base rate as
7 outlined in Exhibit A. When not staffing apparatus such as attending meetings or training including
8 mandatory training, the employee's base rate will be computed by taking the regular base rate as
9 outlined in Exhibit A, multiplied by eighty (80) and divided by 112.
10
- 11 3. a. Employees who are required by the City to attend training or whose attendance at such training is
12 mandatory to maintain their position, shall be paid for reasonable travel time at the 56 hour overtime
13 rate in lieu of any mileage reimbursement. This provision shall not apply to training held within the
14 boundaries of the Appleton School District or at the Neenah Campus of F.V.T.C.
15
16 b. Travel Time – Employees who elect to attend or participate in training sessions on their off duty time,
17 with prior approval of the Chief, shall be granted paid time off, in twelve hour blocks, if required for
18 travel. Travel is deemed to be required if one of the following conditions exist:
19
20 1. The employee must leave the work place prior to 0700 hours to arrive at the training site on time.
21 2. The employee cannot reasonably be expected to return to Fire Station #1 at 1700 hours or
22 earlier, following the training. Employees who can reasonably be expected to return to Fire
23 Station #1 prior to 1700 hours shall return to duty at 1900 hours.
24 3. Employees who cannot reasonably be expected to return to Fire Station #1 by 2200 hours or
25 earlier following training shall be granted the first 12 hours off if they are scheduled to work the
26 next day.
27

28 The existence of either condition will be determined by the employer.
29

- 30 B. Fire Support personnel taking time off in lieu of pay must have the prior approval of the Chief or his/her
31 designee. Compensatory time requested by Fire Support personnel shall not be granted if the function of the
32 department will be curtailed. Compensatory time may be carried over from one year to the next.
33 Compensatory time shall not be permitted to accumulate beyond fifty-six (56) hours.
34
- 35 C. Overtime shall be computed to the next one-quarter hour. Deductions for tardy employees shall also be to
36 the next one-quarter hour.
37
- 38 D. Call Time: Employees recalled to duty shall receive two (2) hours pay at their regular rate plus pay for actual
39 hours worked, subject to the overtime provisions of this Agreement, with a minimum payment of not less than
40 three (3) hours straight time. Employees recalled for a period of ten (10) hours or less of overtime will not be
41 charged with time worked on the overtime schedule.
42
- 43 E. Pre-scheduled overtime shall not constitute call time if the employee is notified that he/she is requested to
44 work at least twelve (12) hours prior to his/her starting time for the 1900 hours to 0700 hours shift or at least
45 twelve (12) hours prior to his/her duty day for other shifts. Employees who are pre-scheduled to work
46 overtime shall receive payment for time actually worked at the appropriate rate or three (3) hours at straight
47 time, whichever is greater. Employees notified of pre-scheduled overtime shall have their choice of all
48 available openings in that classification.
49
- 50 F. Extended Shift will be defined as when an employee is authorized to work beyond his/her normal scheduled
51 hours for any reason. He/she will be paid at time and one-half for all hours worked, or as herein otherwise
52 provided but will not be paid call time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

G. 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.

Seniority lists shall be posted at all stations, and shall indicate the complete account of the overtime scheduling. The lists must be kept up-to-date so personnel can be aware of their status on the schedule. Outlying stations shall be notified of additions to the schedule. For purposes of this paragraph, Captains and Lieutenants shall be classified as Officers.

H. In the event of a Hazmat Emergency, Hazmat personnel will be called in at the discretion of the Shift Commander, in rotation according to rank; Hazmat Officer, Hazmat Driver, Hazmat Firefighter.

I. A call list will be created for the purpose of allocating overtime for all qualified fire inspectors and 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. However, Support Fire Inspectors will be called first before moving on to the Firefighter Inspectors on the list for any investigation which appears to be ongoing and extensive in nature as determined by the Officer in charge.

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

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.

3. Support Employees who are on paid or unpaid leave shall be given the option of overtime call-in and will not lose their turn in the rotation should they refuse to work.

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 will be required to participate in direct deposit.

ARTICLE 7 – LONGEVITY

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

ARTICLE 8 – UNIFORM ALLOWANCE

Employees shall be paid a uniform allowance as follows:

1 A. Annual Maintenance Allowance: Fire Operations employees shall receive \$235.00 on January 1 and \$235.00
2 on July 1; Fire Support employees shall receive \$260.00 on January 1 and \$260.00 on July 1; as a uniform
3 allowance.

4
5 B. Dry Cleaning Allowance: In addition to the Annual Maintenance Allowance, Fire Inspectors shall receive
6 \$37.50 on January 1 and \$37.50 on July 1 as a dry cleaning allowance.

7 C. New Employees:

8
9 1. Initial Clothing Allowance: All new employees shall receive an initial clothing allowance of \$550 upon
10 their appointment as Fire fighter. The initial clothing allowance shall be considered a loan to each
11 probationary employee. Employees who fail to complete probation shall re-pay the City any initial
12 allowance. Employees who complete probation shall not re-pay the City any initial allowance.

13
14 2. Annual Maintenance Allowance: Fire Operations employees shall receive \$235.00 and Fire Support
15 employees shall receive \$260.00 upon their appointment as Fire fighter to provide for minimum uniform
16 needs. On the next scheduled payment date for annual maintenance allowance to all Fire fighters,
17 probationary employees shall receive a pro-rated amount due from the appointment date to said payment
18 date. Pro-rated computations for partial months shall be \$9.04 per week for Fire Operations employees,
19 \$10.00 per week for Fire Support employees.

20
21 3. Dress Uniform: Upon completion of 18 months service, employees shall receive actual cost of the
22 complete Fire fighter dress uniform.

23
24 D. Union Logo:

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

27
28 ARTICLE 9 – PENSION FUND CONTRIBUTIONS

29
30 Effective the first full pay period in January, 2014 employees agree to pay three percent (3%) contribution for funding
31 benefits under the Wisconsin Retirement Fund. Effective the first full pay period in July, 2015 employees agree to pay
32 the same contribution as general municipal employees for funding benefits under the Wisconsin Retirement Fund.

33
34 ARTICLE 10 – HOLIDAYS

35
36 A holiday shall be considered as starting at 0700 hours on the date of such holiday and shall remain in effect for the
37 succeeding twenty-four (24) hour period.

38
39 A. Operations Employees:

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

41
42 New Year's Day
43 Easter Sunday
44 Memorial Day
45 Independence Day
46 Labor Day
47 Thanksgiving Day
48 Friday after Thanksgiving Day
49 Christmas Eve
50 Christmas Day
51

- 1 1. If a Fire Operations person is scheduled to work overtime on a holiday, he/she shall be paid double time
2 for all such hours worked, unless otherwise provided.
3
- 4 2. In lieu of further compensation for the above holidays, Fire Operations personnel shall receive one
5 hundred twenty (120) hours pay per year at their regular straight time rate as outlined in Exhibit A. Such
6 payment shall be made on the last payday of November and shall only be made to employees on the
7 payroll as of that date. Employees leaving the department for any reason after that date shall not be
8 required to reimburse the City for any holiday pay. Provided, however, retirees shall have their holiday
9 pay prorated upon retirement at any time during the year. Employees who have worked in both Fire
10 Operations and Fire Support capacity and new employees who have worked less than one year as of the
11 last payday of November shall receive a pro-rata payment.
12

13 An employee, at their option, may elect to convert any or all of the 120 hours compensation described above to actual
14 time off in full day increments. Holiday payout shall be reduced by twelve (12) hours for each conversion day taken.
15 Selection of these days, shall be in accordance with the provisions of Article 11 (E) (4) a-d, and shall be made after all
16 employees have passed on their regular and floater vacation picks. All selections shall be completed no later than
17 October 1. Holiday conversions for the fourth slot cannot be submitted for a date after November 14th.

18 B. Support Employees:

19 The following holidays are included in this Agreement for all Support employees:
20

- 21 New Year's Day
- 22 Easter Sunday
- 23 Memorial Day
- 24 Independence Day
- 25 Labor Day
- 26 Thanksgiving Day
- 27 Friday after Thanksgiving Day
- 28 Christmas Eve
- 29 Christmas Day
30

- 31 1. If a Fire Support person is scheduled to work on a holiday, he/she shall receive his/her normal holiday
32 pay and shall receive double time for all hours worked, unless otherwise provided.
33
- 34 2. Fire Support personnel shall have all holidays off that fall during the workweek. When the holiday falls on
35 a Saturday, the Friday preceding shall be considered the holiday. When a holiday falls on a Sunday, the
36 Monday following shall be considered the holiday.
37
- 38 3. Fire Support personnel shall have three personal holidays in addition to the above named holidays on a
39 date to be chosen by him/her, subject to the approval of the officer in charge.
40

41 ARTICLE 11 – VACATIONS
42

43 A. Fire Support personnel shall be eligible for vacations on the following basis:
44

- 45 1. One (1) week and one (1) day of vacation after one (1) year of service.
- 46 2. Two (2) weeks and one (1) day of vacation after two (2) years of service.
- 47 3. Three (3) weeks and one (1) day of vacation after eight (8) years of service.
- 48 4. Four (4) weeks and one (1) day of vacation after twelve (12) years of service.
- 49 5. Five (5) weeks and one (1) day of vacation after twenty (20) years of service.
50 a. Vacations will start on a Sunday and continue through Saturday for all Support personnel.
51

52 B. Fire Operations personnel shall be eligible for vacations on the following basis:

- 1
- 2 1. Three (3) working days vacation after one (1) year of service.
- 3 2. Six (6) working days vacation after two (2) years of service.
- 4 3. Nine (9) working days vacation after eight (8) years of service.
- 5 4. Twelve (12) working days vacation after twelve (12) years of service.
- 6 5. Fifteen (15) working days vacation after twenty (20) years of service.
- 7

8 C. A permanent employee will be eligible for his/her first paid vacation as of the first anniversary date of hire.
9 After qualifying for his/her first vacation, an employee will be eligible for future vacations as of January 1st of
10 each calendar year.

11
12 If an employee qualifies for vacation as described in Section A.1-4 or Section B.1-4 as of January 1st and
13 completes the service necessary for additional vacation later in the calendar year, such employee shall
14 receive the additional vacation after his/her anniversary date and shall thereafter be eligible for such
15 increased vacation as of January 1st of each succeeding calendar year.

16
17 D. Vacation allowances shall not be cumulative and after the qualifications have been met for vacation, it must
18 be taken between January 1 and December 31, or be lost, with the City not being liable for any compensation,
19 except that Fire Support personnel shall be allowed to carry over up to one week of vacation to the following
20 year, provided that written notice is given to the Chief no later than December 1.

21
22 E. The Chief shall have the vacation schedule available for employees on or before November 1 preceding the
23 year vacations are to run so that picking of vacations can be completed by January 1, where applicable. The
24 order of picking vacations shall be by seniority on each shift. The seniority to be determined by the number of
25 full time years an employee has on the Fire Department. In case of two or more employees having the same
26 amount of time on the Fire Department or are equal in seniority, these employees will pick on a rotation basis
27 and year to year record kept by the Chief's office on same. The vacation selection procedure is as follows:

- 28
- 29 1. When it is an employee's turn to pick vacation, he/she will have a period of four (4) hours after he/she has
30 been notified in which to make his/her selection. If he/she does not pick in the allotted time, the next
31 employee on the schedule will have the right to pick in order. Notification will not be made after 2100
32 hours. If an employee is on vacation or sick leave when it is his/her turn to pick, he/she will not be
33 notified until his/her next scheduled work day provided, however, that an employee who is on extended
34 leave (more than two weeks) may be contacted by the Employer to ensure the continuity of the selection
35 process.

36
37 After an employee has made his/her selection, he/she is to report immediately to the appropriate officer
38 so his/her name can be placed on the vacation schedule.

39
40 The second or following vacations cannot be selected until all personnel have picked in each round.

- 41
- 42 2. Fire Support personnel may select vacation prior to January 1 by seniority as provided above, or may
43 select vacation after January 1 by mutual agreement with the Chief or his/her designee. All vacation
44 selections must be completed by November 1.
- 45
- 46 3. The Fire Operations personnel that have qualified for more than three (3) days of vacation will be allowed
47 to split their vacation into one or more blocks. However, requests for three or four consecutive blocks
48 must be approved by the Chief or his/her designee. All other vacations will be split on a one or two block
49 basis, except as provided in paragraph four.
- 50
- 51 4. Fire Operations personnel shall pick their vacation on the basis of three (3) working day blocks, not to
52 exceed the number of working days each person has accrued in accordance with paragraph B.

1
2 After employees select the number of blocks to which they are entitled, any vacation days allowed but not
3 scheduled, shall be permitted to be used as "floater" days. Such use shall be in accordance with the
4 following:

- 5 a. The employee must give at least twelve (12) hours notice of his/her desire to use a floater.
- 6 b. In the event two or more employees choose the same floater, seniority will prevail.
- 7 c. After a floater is picked, under no circumstances will a more senior employee be able to remove
8 him/her.
- 9 d. Use of a floater day shall require prior approval of the Chief or his/her designee and will not be
10 granted if, at the time of the request, the approval of such day will result in overtime or if the function
11 of the Department will be curtailed. The Chief may grant exceptions to this provision on a case-by-
12 case basis.

- 13
- 14 5. After vacation periods have been selected, no changes will be made unless, due to duty injuries, transfers
15 to another shift, division or program, or permission is obtained from the Chief or his/her designee.
- 16
- 17 6. A total of nine (9) employees, but only three (3) from each shift, can be on vacation at any one time
18 unless an employee has been transferred to another shift after vacations have been picked. (Article 11-F
19 will prevail.)
- 20
- 21 7. During convention time, and PFFW officers meeting on years where there is no convention, only two (2)
22 from each shift for a total of six (6) can be on vacation at one time.
- 23
- 24 8. A fourth vacation slot for each shift may be approved under the following provisions;
25 a. Approval will not be granted more than fourteen (14) days from the date of the leave that is being
26 requested.
27 b. Request for the 4th slot will not be approved if the approval will cause overtime.
28 c. The requirements of 7 above do not pertain to this section.
29 d. Approval may be granted for requests with less than fourteen (14) days notice from the date of the
30 leave that is being requested with approval of the Chief or his/her designee.

31

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

36

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

40

41 ARTICLE 12 – LEAVES OF ABSENCE

42

43 A. Sick Leave:

- 44 1. Operations employees shall be entitled to accumulate five (5) hours sick leave per month to a maximum
45 of 1080 hours. Operations employees hired after 1/1/11 shall receive four (4) hours per month until
46 January 1 following the year said employee qualifies for top step Fire Fighter (Over eight year step). On
47 January 1 following that year the employee will receive five (5) hours accumulation per month. Any
48 employee who has reached the maximum accumulation of sick leave (1080) hours and who has used
49 twelve (12) hours or less of sick leave in a calendar year shall be permitted to increase the maximum
50 accumulation of sick leave by the unused amount of sick leave for that year to a maximum accumulation
51 of 1440 hours. Family Medical qualifying sick leave will count as sick leave used when determining the
52 criteria for adding sick leave beyond the 1080 maximum.

- 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
 - 8
 - 9
 - 10
 - 11
 - 12
 - 13
 - 14
 - 15
 - 16
 - 17
 - 18
 - 19
 - 20
 - 21
 - 22
 - 23
 - 24
 - 25
 - 26
 - 27
 - 28
 - 29
 - 30
 - 31
 - 32
 - 33
 - 34
 - 35
 - 36
 - 37
 - 38
 - 39
 - 40
 - 41
 - 42
 - 43
 - 44
 - 45
 - 46
 - 47
 - 48
 - 49
 - 50
 - 51
 - 52
- 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 as long as they remain on the payroll.
2. Support employees shall be entitled to accumulate 5.33 hours sick leave per month to a maximum of 1080 hours. Any employee who has reached the maximum accumulation of sick leave (1080) hours and who has used eight (8) 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 Support personnel shall be charged on hours scheduled for each day of absence. Partial days shall be charged according to the hours absent.
 - 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 as long as they remain on the payroll.
 3. An employee may use and be paid sick leave for absences required by his/her 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.)
 4. 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 his/her family or to prevent serious property damage. Paid leave for emergencies shall not exceed six hours per incident without approval of the Chief or his/her designee.
 5. In order to be granted sick leave with pay, an employee must:
 - a. Report immediately to the Chief or his/her designee the reason for his/her absence and the expected duration of such absence.
 - b. Keep the Chief or his/her 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 borne 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 not required to drive unless the illness, injury or medications for same do not 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

6. Fire Operations Personnel: Doctor and dental appointments, which are not emergencies, must be made on off-duty days.

7. Fire Support Personnel: Sick leave may be used for doctor and dental appointments, for the employee, which cannot be scheduled during regular time off.

B. Banked Sick Leave:

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

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 three (3) work days for Fire Support personnel and 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 and support workers 8 hours off without loss of pay to attend the funeral or wake (not both) of grandparents, spouses 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 4D.

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 three (3) consecutive days, his/her request shall be made to and approved by the Chief.

2. For a leave in excess of three (3) consecutive days, he/she 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 hospital/surgical and life 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 22 and Schedule 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 his/her fee to the City.

1 F. Operations employees on the payroll on 1/1/11 shall receive 3 PTO days each year to be used as paid time
2 off. Any PTO days not used as of December 31st will be paid pursuant to Article 14 – Post Employment
3 Health Plan.
4

5 For those employees eligible for 3 PTO Days - PTO days shall be pro-rated in the year of
6 termination/resignation as follows:
7

8	January-April	0
9	May-August	1
10	September-December	2

11
12 Operations employees hired after 1/1/11 shall receive 2 PTO days each year until January 1 following the
13 year said employee obtains top step Fire Fighter (Over 8 year step). On January 1 following that year the
14 employee will receive 3 PTO days each year to be used as paid time off. Any PTO days not used as of
15 December 31st will be paid pursuant to Article 14 – Post Employment Health Plan or to the employee's Health
16 Savings Account. The employee shall notify the department by December 31st of their selection.
17

18 For those employees eligible for 2 PTO Days - PTO days shall be pro-rated in the year of hire/
19 termination/resignation as follows:
20

21		Hired	Leaving
22	January-June	1	0
23	July-December	0	1

24
25 At the time of retirement employees who qualify for an annuity under the Wisconsin Retirement fund shall
26 receive their full unused balance of PTO pursuant to the PEHP.
27

28 G. Support employees shall receive 4 PTO days each year to be used as paid time off. Any PTO days not used
29 as of December 31st will be paid pursuant to Article 14 – Post Employment Health Plan or to the employee's
30 Health Savings Account. The employee shall notify the department by December 31st of their selection.
31

32 PTO days shall be pro-rated in the year of termination/resignation as follows:
33

34	January-March	0
35	April-June	1
36	July-September	2
37	October-December	3

38
39 At the time of retirement employees who qualify for an annuity under the Wisconsin Retirement fund shall
40 receive their full unused balance of PTO pursuant to the PEHP.
41

42 ARTICLE 13 – HEALTH AND DENTAL INSURANCE

43
44 Note: Retirees cannot stay on the City plan after they are eligible for Medicare. Retirees will be offered a
45 group plan, but not necessarily the same plan as active employees.
46

47 Health Insurance

48
49 Effective 1/1/14, provided the employer offers a Health Reimbursement Account Plan, employees shall pay 15% of
50 the COBRA rate.
51

1 Effective 1/1/14, provided the employer offers a Health Savings Account Plan, employees shall pay 0% of the COBRA
2 rate.

3
4 Effective 1/1/15, the employees shall pay the same contribution as non-represented employees on plans offered by
5 the City to non-represented employees.

6
7 Dental Insurance

8
9 Effective 1/1/14, employees shall contribute \$10 per month toward a single premium and \$20 per month toward a
10 family premium for the same dental plan offered by the City to non-represented employees-Addendum A.

11
12 ARTICLE 14 – POST EMPLOYMENT HEALTH PLAN

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

17
18 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
19 month. Additionally, upon retirement, 100% of the Eligible Employee's earned vacation and holiday balance, that
20 would have otherwise been paid to the Eligible Employee, had the Employer not participated in the Plan, shall be
21 contributed to the Plan. The parties further agree that annually, 100% of the Eligible Employee's earned and unused
22 PTO shall be contributed to the Plan.

23
24 ARTICLE 15 – DUTY INCURRED DISABILITY PAY

- 25
26 A. An employee, while performing within the scope of his/her employment as provided by Chapter 102 of the
27 Wisconsin Statutes (Worker's Compensation Act), shall receive the difference between his/her prevailing
28 straight time salary and his/her Worker's Compensation Benefits described herein as "Injury Pay" for the
29 period of time he/she may be temporarily totally or temporarily partially disabled because of said injury, not to
30 exceed thirty (30) weeks from date of injury.
31
32 B. Special cases may be extended by mutual agreement between the Union and the City.

33
34 ARTICLE 16 – POSTING OF JOBS

- 35
36 A. Vacancies in existing positions:
37
38 1. Before any vacancy is filled, a notice shall be posted at all fire stations and remain posted for a period of
39 not less than one (1) week. The notice shall clearly state the application requirements, an outline of job
40 requirements, pay classifications applicable to the positions, and/or any other information applicable.
41
42 B. Vacancies for newly created positions:
43
44 1. Before any vacancy is filled, a notice shall be posted at all fire stations and remain posted for a period of
45 not less than one (1) week. The notice shall clearly state the application requirements, an outline of job
46 requirements, pay classifications applicable to the position, and/or any other information applicable.
47
48 C. Application forms for posted positions shall be made available at all fire stations to be filled out by all
49 applicants.
50
51 D. The Union will be furnished a copy of such notice.
52

1 E. A "promotional vacancy" as used herein shall be deemed to mean vacancies created by newly created
2 positions or by promotions, but shall not include the position of Fire Fighter. Employees appointed to
3 temporarily fill such vacancies or performing the duties required of such vacant position, shall be paid not less
4 than the rate of pay applicable to such position.
5

6 Time spent on temporary assignment from the time of vacancy occurs until it is filled shall be used in
7 determining step progression for the employee who is selected to fill that vacancy.
8

9 ARTICLE 17 – TEMPORARY ASSIGNMENTS

10
11 A. Temporary assignments to driver positions of more than 6 hours shall go to senior qualified, on-duty
12 Operations personnel. Temporary assignments to officer positions of more than 6 hours shall go to senior
13 qualified, on-duty Operations personnel. An employee's seniority for temporary assignments will be based on
14 departmental seniority. An employee working a duty exchange will assume the seniority of the employee they
15 are working for. Senior qualified employees who are working a duty exchange will not displace an employee
16 previously scheduled for temporary assignment.
17

18 For the purpose of training as a qualified acting officer, by mutual agreement of the involved employees, the
19 department may allow an acting officer to temporarily fill the role of officer with a qualified Lieutenant or
20 Captain on the apparatus as a training opportunity with no additional compensation.
21

22 Should the acting officer be serving as the driver of the apparatus when placed in the acting officer training
23 position, any placement of a relief driver to operate the apparatus must be by mutual agreement for the
24 training purpose of the relief driver with no additional compensation.
25

26 B. When a vacancy will required calling in off-duty personnel, such vacancy will be assigned to off-duty
27 Operations personnel of the same classification causing such vacancy and in accordance with the overtime
28 call in provisions in Article 5. If all available Officers and acting Officers in Operations decline to work the
29 overtime, Support employees who are qualified as acting Officers shall be offered work as acting Officers in
30 Operations during their off-duty hours, on an overtime basis.
31

32 C. An employee temporarily assigned to a higher classification within the bargaining unit having a higher rate of
33 pay shall receive the next higher rate of the new classification for the period of time worked in that higher
34 classification.
35

36 D. Employees temporarily assigned to a management position shall receive \$1.00 per hour more than the over
37 one (1) year step of Captain. Employees so assigned shall be paid this higher rate for eight hours or for the
38 actual time assigned, whichever is greater.
39

40 ARTICLE 18 – PROMOTIONS

41
42 All positions within the Fire Department other than that of Fire Fighter shall be promotional and shall be offered to
43 qualified existing employees on the basis of seniority except that vacancies in the Fire Support Division shall be filled
44 by the Chief from among all qualified Fire Department employees. Qualifications for each position shall not be
45 arbitrary or capricious, shall be reasonably related to the work involved, shall be in writing, and copies of said
46 qualifications shall be supplied to the Union as and when qualifications are established or changed. Only in the event
47 that such promotion is refused by all qualified employees, shall the City hire a new employee to fill such vacancy or
48 newly created position.
49
50
51
52

1 ARTICLE 19 – LOSS OR DAMAGE

- 2
- 3 A. City Property: Employees shall not be assessed or charged for loss or damage of City property of materials
4 unless such loss or damage occurred as a result of the willful and malicious act of an employee.
5
- 6 B. Third Parties: The City shall authorize the City Attorney to defend actions brought against any Fire Fighter or
7 shall pay reasonable attorney's fees and costs of defending such action, growing out of any acts done in the
8 course of his/her employment or out of any alleged breach of his/her duty as such Fire Fighter.
9
- 10 C. Any judgment obtained against such Fire Fighter shall be paid by the City provided the Fire Fighter acted
11 within the scope of his/her employment as provided in Section 895.46 Wisconsin Statutes.
12

13 ARTICLE 20 – PUBLIC ELECTIONS

14

15 Any employee entitled to vote in any public election shall be afforded the necessary time off to do so in accordance
16 with the provision of Section 6.76 of the Wisconsin Statutes or by any other means that is satisfactory to the City, the
17 Chief and the Union.
18

19 ARTICLE 21 – UNION ACTIVITIES

- 20
- 21 A. Conventions: The City agrees to allow four (4) delegates from the Appleton Fire Department time off with no
22 loss of pay, to attend the annual Professional Fire Fighters of Wisconsin Convention. Expenses to be borne
23 by the Fire Fighters.
24
- 25 B. Negotiations: The City agrees to allow time off with no loss of pay to negotiation committee members, if and
26 when negotiations are scheduled at a time when committee members are on duty.
27

28 ARTICLE 22 – DISCIPLINARY ACTION

- 29
- 30 A. Infractions of any rules of conduct established by the City of which the Union has been duly notified shall be
31 subject to disciplinary action. The employee and the Union shall be notified not more than ten (10) days
32 (excluding Saturdays, Sundays and holidays) from the date the City knew or should have known of the
33 infraction or incident and unless so notified, no disciplinary action shall be taken thereon.
34
- 35 B. The nature and extent of the disciplinary action taken shall be limited to that specified in Exhibit "B" which is
36 attached hereto and made a part hereof.
37
- 38 C. It is understood and agreed by the parties to this agreement that an employee who has been disciplined may
39 elect to appeal such discipline through Article 23, except in those cases that the exclusive lawful procedure
40 for appeal of such discipline is that provided by State Statutes Sec. 62.13.
41

42 ARTICLE 23 – GRIEVANCE PROCEDURE

- 43
- 44 A. Both the Union and the City recognize that grievances and complaints should be settled promptly and at the
45 earliest possible stage and that the grievance process must be initiated within ten (10) days of the date that
46 the employee knew or should have reasonably known of the incident giving rise to the grievance. Any
47 grievance not reported or filed within ten (10) days shall be invalid.
48
- 49 B. It is expected and understood that grievances and complaints between Fire Fighters shall be resolved by oral
50 discussion between the parties involved. To the extent that such grievances or complaints are required to be
51 reported to the Chief, or his/her designee, the matter will be resolved as hereinafter set forth.
52

1 C. Any difference of opinion, misunderstanding, complaint or grievance, the subject matter of which is itself a
2 mandatory subject of bargaining which may arise, with the exception of disputes within the exclusive
3 jurisdiction of the Police and Fire Commission under Section 62.13 shall be processed as follows:
4

5 Step 1: The aggrieved employee shall present the grievance orally to his/her Battalion Chief or Deputy Chief
6 as appropriate, accompanied by a Union representative. The Battalion Chief or Deputy Chief shall discuss
7 the grievance with the employee and the Union representative and shall furnish the employee and the Union
8 with a response to the grievance within ten (10) days of such discussion.
9

10 Step 2: If the grievance is not settled at the first step, the grievance shall be presented, in writing, to the Chief
11 within ten (10) days of the Battalion Chief's or Deputy Chief's answer pursuant to Step 1. Such grievance
12 shall make specific reference to the contract Article alleged to be violated. The Chief shall, within ten (10)
13 days after such grievance is presented, hold an informal meeting with the aggrieved employee and the Union
14 representative. The Chief shall reduce his/her decision to writing and furnish a copy of the same within ten
15 (10) days of such meeting to all parties.
16

17 Step 3: If the grievance is not settled at the second step, the grievance shall be presented in writing to the
18 Director of Human Resources within ten (10) days of the Chief's written decision as required in Step 2. The
19 Director of Human Resources shall within ten (10) days of receipt of such grievance set up an informal
20 meeting to be attended by all parties and their representatives. Within ten (10) days after such meeting the
21 Director of Human Resources shall reduce his/her decision to writing and forward copies to all parties.
22

23 Step 4: If any grievance relative to interpretation or application of this Agreement is not settled at the third
24 step, mediation may be the next step of the grievance procedure if requested or agreed upon by both parties.
25

26 Step 5: If the grievance is not settled in the third or fourth step, arbitration is the next and final step, but must
27 be requested in writing within ten (10) days of the receipt of the Director of Human Resources' decision as in
28 Step 3 or mediation as in Step 4. The decision of the arbitrator is to be final and binding upon both parties to
29 the grievance.
30

31 D. The term "Arbitrator" as used herein shall refer to a single arbitrator.
32

33 E. Final and binding arbitration may be initiated by a notification in writing to the Wisconsin Employment
34 Relations Commission. Said notice shall identify the Agreement provisions, the grievance or grievances, the
35 department and the employees involved.
36

37 F. All expenses, which may be involved in the arbitration proceedings, shall be borne by the parties equally.
38 However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar
39 expense associated with such proceedings shall be borne by the party at whose request such witnesses or
40 depositions are required.
41

42 G. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties. Statements of
43 positions may be made by the parties, and witnesses may be called.
44

45 H. For purposes of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the
46 Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing, subject to Section 788.08
47 through and including 788.15 of the Wisconsin Statutes.
48

49 I. All records pertinent to the grievance of the aggrieved employee covered by this Agreement shall be made
50 available to the Union upon request for the purpose of handling grievances.
51

- 1 J. Any period of time specified in this Article for the giving of notice or taking any action shall be interpreted to
2 exclude Saturdays, Sundays and holidays and may be extended by mutual agreement.
3
- 4 K. In the event that the grievance arises out of the direct act of the Chief, the first step of this grievance
5 procedure shall be automatically waived.
- 6 L. In the event that any individual named to hear the grievance of a Fire Fighter in Steps 1 through 3 is
7 unavailable within the period of time prescribed to present the grievance to him/her, the time limitation of the
8 grievance procedures shall be satisfied if such grievance is presented in writing, addressed to the appropriate
9 Battalion Chief, the Chief or the Human Resources Director at the Chief's office at Station #1 within the time
10 period prescribed. In the event that the Fire Fighter against whom action is pending under Article 22 or to
11 whom a notice or communication must be addressed under this Article 23, is unavailable, the time limitations
12 of Article 22 and 23 shall be satisfied if such notice or communication is forwarded to the Secretary of the
13 Union within the time limitation prescribed. Provided further, however, that the period required for such Fire
14 Fighter's response shall be extended for a period equal to such Fire Fighter's vacation or other authorized
15 leave.
16
- 17 M. The Union may appoint stewards and shall inform the City of the names of the individual so appointed and of
18 any change thereafter made in such appointments. The City shall allow a steward the necessary time to
19 process grievances during the course of the duty day. Union Stewards will be allowed reasonable use of the
20 City's computer system for the processing of grievance forms and documents. The Chief or his/her designee
21 shall make necessary transfers.
22
- 23 N. All grievances shall be numbered in a manner acceptable to both parties for reference purposes throughout
24 the process.
25

26 ARTICLE 24 – MILITARY LEAVE
27

- 28 A. All employees having permanent status and who are duly enrolled members of the National Guard, the State
29 Guard, the Officers Reserve Corps, the Enlisted Reserve Corps, Naval Reserve Corps, Naval Reserve, the
30 Marine Corps Reserve, or any other reserve component of the military or naval forces of the United States, of
31 the State of Wisconsin, now, or hereafter organized or constituted under Federal law, are entitled to leave of
32 absence without loss of seniority, to enable them to attend military or naval schools, field camps of instruction
33 and naval exercises which have been duly ordered held but not to exceed twenty (20) days, in the calendar
34 year in which so ordered and held. All military leave, including active duty shall be governed by USERRA.
35
- 36 B. The difference in pay between the military pay during the time of attendance and the employee's regular pay
37 during the same period shall be paid by the City.
38
- 39 C. The leave granted is in addition to other leaves.
40

41 ARTICLE 25 – WAIVER
42

43 The waiver or any breach, term or condition of this Agreement by either the City or the Union shall not constitute a
44 precedent in the future enforcement of all its terms and conditions.
45

46 ARTICLE 26 – SAVINGS CLAUSE
47

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

ARTICLE 27 – 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 28 – 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 29 – 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, 2014, and remain in full force and effect to and including December 31, 2016, and shall renew itself for additional one year periods thereafter unless either party pursuant to Article 28 had notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period.

ARTICLE 30 – 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 23.

ARTICLE 31 – 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 32 – PROBATIONARY STATUS, NEW EMPLOYEES, TRANSFERS

A. There shall be no seniority among probationary employees. 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.

1
2 B. Promotions: Employees promoted to a higher classification shall serve in a probationary status for six (6)
3 months, during which period they may be reduced to their previous position if they do not demonstrate their
4 ability to perform the duties of the new position to the Employer's satisfaction. During this period, the
5 employee retains the option to return to his/her previous position. This period may be extended for an
6 additional six (6) months or up to an additional twelve (12) months to satisfy Specialty requirements of the
7 promotion by mutual agreement of the Employer and the Union. The employee involved has the right to be
8 present during discussions between the parties relative to such extensions.
9

10 C. Employees who have satisfactorily completed their probationary period in one division of the department and
11 who apply for a transfer to another division of the department shall, if the application for transfer is approved
12 by the City, be subject to the following special conditions:
13

- 14 1. If the employee is returning to a division where he/she previously worked, he/she shall return at the
15 highest rank he/she is qualified to perform.

17 For purposes of this Article only, the "divisions" are defined as follows:

- 18 Fire Operations Division
 - 19 Fire Support Division
- 20

21 D. Fire fighter/Inspectors who have completed five (5) years of service in the position, or as otherwise approved
22 by the City, may request to return to the position of Fire fighter by submitting a request to the Chief. The
23 employee will be required to remain in the Fire fighter/Inspector position until the department can transition a
24 new employee to the appropriate training level. Returning employees will be subject to the following
25 conditions:
26

- 27 1. If the employee was previously qualified as a Relief Driver or Driver Engineer, the employee must act as a
28 Relief Driver for a minimum period of six (6) months from the date of return to Fire fighter before being
29 eligible for promotion to Driver Engineer.
30
- 31 2. If the employee was previously qualified as an Acting Company Officer, or a Company Officer, the
32 employee must return to the acting list for a minimum period of six (6) months from the date of return to
33 Fire fighter before being eligible for promotion to Company Officer. Any time served on the acting list
34 prior to transferring to the Fire fighter/Inspector position shall count toward the acting requirement as
35 posted on the vacancy announcement and such time served in the position of Fire fighter/Inspector shall
36 not count as an interruption to the acting requirement timeframe.
37

38 ARTICLE 33 – CONTINUING EDUCATION

39

40 The City will reimburse employees for one-half of the cost of tuition and books for continuing education courses or
41 programs, provided that the employee submits evidence of a passing grade and further provided that the Chief or
42 his/her designee has approved, in advance, the employee's participation in such course or program. Such approval
43 shall not entitle the employee to payment or time off pursuant to Articles 5A and 4G of this Agreement.
44

45 ARTICLE 34 – PHYSICAL FITNESS

46

- 47 1. Effective January 1, 1991, all Protective Status employees must participate in the following program, except
48 that employees hired prior to March 1, 1990 shall have the option to withdraw from the program. If they do
49 so, and later decide to again participate, their continued participation shall be mandatory. All employees
50 participating in the program shall be required to maintain a fitness level of "III" or better, in accordance with
51 the agreed upon Fitness Standards.

- 1 2. All employees will be tested for fitness levels annually, except that those who fall below the "III" level shall be
2 tested monthly until they reach and maintain a "III" level. The employer shall schedule one test date and one
3 make-up date for each shift. Employees unable to test with their assigned shift may test on alternative test
4 dates. Employees who test on their off-duty time shall not be compensated for attendance at the testing
5 procedure.
6
- 7 3. Employees whose fitness level falls below the "III" level must show progress toward the "III" level in their
8 monthly testing, and must reach the "III" level within one year.
9
- 10 4. Employees may be subject to progressive discipline for failure to comply with "3" above.
11
- 12 5. All employees who test above the "III" level shall be compensated based upon the physical fitness schedule in
13 Exhibit "A". The results of the annual testing shall be reflected in pay rates during the subsequent calendar
14 year.
15
- 16 6. Nothing contained herein shall be construed as a waiver of any employee's rights under State Statutes 62.13
17 or Article 23 or this agreement.
18
- 19 7. Any employee who is certified by a physician as being unable to perform any of the aspects of this program,
20 due to a temporary physical condition, shall be excused from the testing process until he/she is able to
21 participate fully. Employees shall suffer no loss of pay under this provision for a period not to exceed 120
22 days from the date of the testing process. The employee may re-test, upon being released to participate by
23 the physician, within that payment period and shall be responsible for coordinating the re-test. Employees
24 who elect to re-test will be placed in the appropriate pay schedule from the date of the successful re-test until
25 the end of the payment period. Upon being released to participate by the physician, the employee shall
26 participate in the next scheduled test opportunity.
27

28 ARTICLE 35 – NON DISCRIMINATION

29
30 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation,
31 terms or conditions of employment because of such individual's race, color, religion, sex, age, disability, marital
32 status, family status, sexual orientation or national origin, nor will they limit, segregate or classify employees in any
33 way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age,
34 disability, marital status, family status, sexual orientation or national origin.
35

36 It is agreed that the use of any word in this Agreement which refers to employees in the masculine gender shall be
37 considered to refer to employees of both sexes.
38

39 ARTICLE 36 – PART-TIME EMPLOYEES

40
41 Part-Time employees are defined as those employees who are normally scheduled to work less than 1456 hours per
42 year. Part-time employees shall not receive any fringe benefits of this Agreement except that any part-time employee
43 who works more than 1000 hours in a calendar year shall be eligible for pro-rata benefits, provided he/she meets any
44 other eligibility requirements for such benefits.
45

46 Pro-rata calculations shall be made by dividing actual hours worked in the calendar by 2912.
47

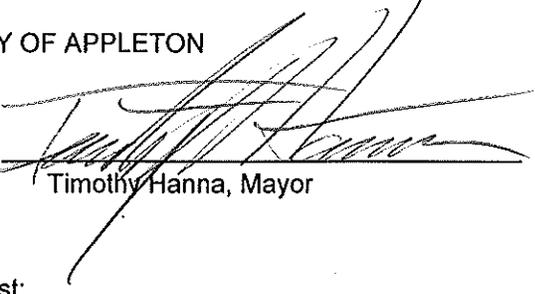
48 Part-time employees shall not be used to circumvent the hiring of new employees for full-time positions.
49

50 Any employment opportunity whether caused by a bargaining unit employee's absence or by a temporary or
51 permanent vacancy, shall be offered first to full-time employees. The offer shall be in accordance with terms of this
52 contract and the parties' past practice. In the event that no full-time employee accepts the offer of work, then, and

- 1 only then, may the work be offered to any part-time employee. Nothing in this section shall be construed to require
- 2 the employer to fill a vacancy, or otherwise employ anyone. However, if employment is offered to any employee, it
- 3 shall be provided pursuant to the terms of this section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of ____ 2013.

CITY OF APPLETON

BY: 
Timothy Hanna, Mayor

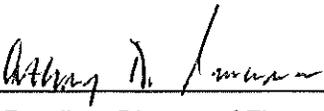
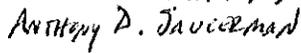
Attest:

BY: 
Charlene Peterson, City Clerk

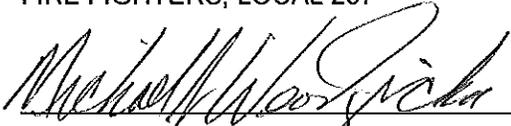
Approved as to form:


James P Walsh, City Attorney

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

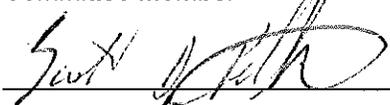

Lisa Remiker, Director of Finance (INTERIM)
City of Appleton 

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 257


Chairman, Bargaining Committee


Committee Member


Committee Member


Committee Member


Committee Member

Committee Member

Exhibit A

FIRE FIGHTER SALARY SCHEDULE 2014 - 2016

1/1/14 - 3%
 1/1/15 - 2.5%
 7/1/15 - 1%
 1/1/16 - 2%

	01/01/14	01/01/15	07/01/15	01/01/16
FIRE FIGHTER - Hired after 1/1/2011				
Start step 0 - 1 year	\$24.21	\$24.82	\$25.07	\$25.57
1 - 2 years	\$24.92	\$25.54	\$25.80	\$26.32
2 - 3 years	\$25.70	\$26.34	\$26.60	\$27.13
3 - 4 years	\$26.43	\$27.09	\$27.36	\$27.91
4 - 5 years	\$27.19	\$27.87	\$28.15	\$28.71
5 - 6 years	\$28.00	\$28.70	\$28.99	\$29.57
6 - 7 years	\$28.86	\$29.58	\$29.88	\$30.48
7 - 8 years	\$29.72	\$30.46	\$30.76	\$31.38
Over 8 years	\$30.90	\$31.67	\$31.99	\$32.63
FIRE FIGHTER				
Start Step 0 - 1 year	\$25.16	\$25.79	\$26.05	\$26.57
1 - 2 years	\$25.90	\$26.55	\$26.82	\$27.36
2 - 3 years	\$26.73	\$27.40	\$27.67	\$28.22
3 - 4 years	\$27.49	\$28.18	\$28.46	\$29.03
4 - 5 years	\$28.28	\$28.99	\$29.28	\$29.87
5 - 6 years	\$29.11	\$29.84	\$30.14	\$30.74
6 - 7 years	\$30.02	\$30.77	\$31.08	\$31.70
Over 7 Years	\$30.90	\$31.67	\$31.99	\$32.63
FIRE FIGHTER/INSPECTOR				
start step	\$31.98	\$32.78	\$33.11	\$33.77
over 1 year	\$32.95	\$33.77	\$34.11	\$34.79
FIRE DRIVER ENGINEER				
Start Step	\$31.58	\$32.37	\$32.69	\$33.34
1 Year Step	\$32.23	\$33.04	\$33.37	\$34.04
FIRE LIEUTENANT				
Start Step	\$32.95	\$33.77	\$34.11	\$34.79
Over 1 Year	\$33.66	\$34.50	\$34.85	\$35.55
FIRE CAPTAIN				
Start Step	\$34.35	\$35.21	\$35.56	\$36.27
Over 1 Year	\$35.00	\$35.88	\$36.24	\$36.96
FIRE INSPECTOR				
Start Step	\$31.98	\$32.78	\$33.11	\$33.77
Over 1 Year	\$32.95	\$33.77	\$34.11	\$34.79

Exhibit A

FIRE FIGHTER SALARY SCHEDULE 2014 - 2016 - 1% Fitness

1/1/14 - 3%
 1/1/15 - 2.5%
 7/1/15 - 1%
 1/1/16 - 2%

	01/01/14	01/01/15	07/01/15	01/01/16
FIRE FIGHTER - Hired after 1/1/2011				
Start step 0 - 1 year	\$24.45	\$25.07	\$25.32	\$25.83
1 - 2 years	\$25.17	\$25.80	\$26.06	\$26.58
2 - 3 years	\$25.96	\$26.60	\$26.87	\$27.40
3 - 4 years	\$26.69	\$27.36	\$27.63	\$28.19
4 - 5 years	\$27.46	\$28.15	\$28.43	\$29.00
5 - 6 years	\$28.28	\$28.99	\$29.28	\$29.87
6 - 7 years	\$29.15	\$29.88	\$30.18	\$30.78
7 - 8 years	\$30.02	\$30.76	\$31.07	\$31.69
Over 8 years	\$31.21	\$31.99	\$32.31	\$32.96
FIRE FIGHTER				
Start Step 0 - 1 year	\$25.41	\$26.05	\$26.31	\$26.84
1 - 2 years	\$26.16	\$26.82	\$27.09	\$27.63
2 - 3 years	\$27.00	\$27.67	\$27.95	\$28.50
3 - 4 years	\$27.76	\$28.46	\$28.74	\$29.32
4 - 5 years	\$28.56	\$29.28	\$29.57	\$30.17
5 - 6 years	\$29.40	\$30.14	\$30.44	\$31.05
6 - 7 years	\$30.32	\$31.08	\$31.39	\$32.02
Over 7 Years	\$31.21	\$31.99	\$32.31	\$32.96
FIRE FIGHTER/INSPECTOR				
start step	\$32.30	\$33.11	\$33.44	\$34.11
over 1 year	\$33.28	\$34.11	\$34.45	\$35.14
FIRE DRIVER ENGINEER				
Start Step	\$31.90	\$32.69	\$33.02	\$33.67
1 Year Step	\$32.55	\$33.37	\$33.70	\$34.38
FIRE LIEUTENANT				
Start Step	\$33.28	\$34.11	\$34.45	\$35.14
Over 1 Year	\$34.00	\$34.85	\$35.20	\$35.91
FIRE CAPTAIN				
Start Step	\$34.69	\$35.56	\$35.92	\$36.63
Over 1 Year	\$35.35	\$36.24	\$36.60	\$37.33
FIRE INSPECTOR				
Start Step	\$32.30	\$33.11	\$33.44	\$34.11
Over 1 Year	\$33.28	\$34.11	\$34.45	\$35.14

Exhibit A

FIRE FIGHTER SALARY SCHEDULE 2014 - 2016 - 2% Fitness

1/1/14 - 3%
 1/1/15 - 2.5%
 7/1/15 - 1%
 1/1/16 - 2%

	01/01/14	01/01/15	07/01/15	01/01/16
FIRE FIGHTER - Hired after 1/1/2011				
Start step 0 - 1 year	\$24.69	\$25.32	\$25.57	\$26.08
1 - 2 years	\$25.42	\$26.05	\$26.32	\$26.85
2 - 3 years	\$26.21	\$26.87	\$27.13	\$27.67
3 - 4 years	\$26.96	\$27.63	\$27.91	\$28.47
4 - 5 years	\$27.73	\$28.43	\$28.71	\$29.28
5 - 6 years	\$28.56	\$29.27	\$29.57	\$30.16
6 - 7 years	\$29.44	\$30.17	\$30.48	\$31.09
7 - 8 years	\$30.31	\$31.07	\$31.38	\$32.01
Over 8 years	\$31.52	\$32.30	\$32.63	\$33.28
FIRE FIGHTER				
Start Step 0 - 1 year	\$25.66	\$26.31	\$26.57	\$27.10
1 - 2 years	\$26.42	\$27.08	\$27.36	\$27.91
2 - 3 years	\$27.26	\$27.95	\$28.22	\$28.78
3 - 4 years	\$28.04	\$28.74	\$29.03	\$29.61
4 - 5 years	\$28.85	\$29.57	\$29.87	\$30.47
5 - 6 years	\$29.69	\$30.44	\$30.74	\$31.35
6 - 7 years	\$30.62	\$31.39	\$31.70	\$32.33
Over 7 Years	\$31.52	\$32.30	\$32.63	\$33.28
FIRE FIGHTER/INSPECTOR				
start step	\$32.62	\$33.44	\$33.77	\$34.45
over 1 year	\$33.61	\$34.45	\$34.79	\$35.49
FIRE DRIVER ENGINEER				
Start Step	\$32.21	\$33.02	\$33.34	\$34.01
1 Year Step	\$32.87	\$33.70	\$34.04	\$34.72
FIRE LIEUTENANT				
Start Step	\$33.61	\$34.45	\$34.79	\$35.49
Over 1 Year	\$34.33	\$35.19	\$35.55	\$36.26
FIRE CAPTAIN				
Start Step	\$35.04	\$35.91	\$36.27	\$37.00
Over 1 Year	\$35.70	\$36.60	\$36.96	\$37.70
FIRE INSPECTOR				
Start Step	\$32.62	\$33.44	\$33.77	\$34.45
Over 1 Year	\$33.61	\$34.45	\$34.79	\$35.49

EXHIBIT "B"

DISCIPLINARY ACTION SCHEDULE

Effective upon ratification

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 his/her 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 work day 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 three consecutive working days without authorization by Support personnel or 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 his/her discretion may impose for violation of the following rules:

1. Being absent from duty, without authorization (employee has not arrived at his/her duty station nor has he/she called in to the officer in charge with a valid excuse within one hour of the start of his/her 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 his/her discretion may impose and Support personnel shall be subject to no penalty or punishment whatsoever for the first three offenses, upon fourth offense, a written reprimand, upon fifth offense, twenty-four (24) hours suspension without pay, upon sixth offense, forty-eight (48) hours suspension without pay, upon seventh offense, discharge or such lesser penalty or punishment as the Chief in his/her 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.

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 Schedule 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.

AGREEMENT TO WORK RULE REGARDING USE OF TOBACCO PRODUCTS BETWEEN THE CITY OF APPLETON AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 257

WHEREAS, both the City of Appleton and the International Association of Firefighters, Local 257, acknowledge that the use of tobacco products by protected service employees creates serious health risks to those employees; and

WHEREAS, the presumption of employment related disease under Wis. Stats. Section 891.455(2) for cancers caused by smoking or tobacco product use is lost to any municipal fire fighter who smokes cigarettes, or who uses a tobacco product, after January 1, 2001; and

WHEREAS, as a condition of employment, all protected service employees hired after October 1, 1988 have agreed to either not smoke any tobacco product or not use any tobacco product on or off duty during the entire tenure of employment; and

WHEREAS, both the City and the Association are interested in adopting a work rule that clarifies the right of pre-1988 hires to smoke outdoors, provided they do not infringe upon the right of non-smokers to be free of second-hand smoke; and

WHEREAS, both the City and the Association wish to take a proactive approach to deal with the preventable health risks faced by protected service employees;

BOTH THE CITY AND THE ASSOCIATION HEREBY AGREE AS FOLLOWS:

1. That smoking or the use of tobacco products on duty by all protected service employees with the Appleton Fire Department, regardless of their date of hire, is discouraged.
2. That any employee hired after October 1, 1988 may be subject to discipline if they are discovered to be using tobacco products in violation of City's non-tobacco-use policy.
3. That in order to facilitate a proactive approach to dealing with the preventable health risks faced by protective service employees in connections with tobacco use, all employees hired prior to October 1, 1988 will be reimbursed by the City for the out-of-pocket expenses resulting from participation in a legitimate smoking or tobacco use cessation program for a period of up to three (3) years. No such payments shall be made on behalf of any employee hired subsequent to October 1, 1988, however enrollment in such a program by employees hired after October 1, 1988, in and of itself, shall not provide the basis for disciplinary investigation or action.
4. Employees hired before October 1, 1988 shall be allowed to smoke outside of fire stations while on duty, provided they are a minimum of ten (10) feet from areas where non-smokers are present and in compliance with City Ordinances. Employees hired before October 1, 1988 are discouraged from smoking in front of fire stations.
5. Employees hired before October 1, 1988 shall not smoke on the fire ground, in the course of public fire prevention activities, public fire education activities or while otherwise appearing in public on behalf of the Appleton Fire Department.
6. The Association agrees to encourage Local 257 members to avail themselves of the services of the legitimate smoking cessation program of their choice.

CITY OF APPLETON FIRE DEPARTMENT

Date: _____

By: *Jan Vande Vort*
Fire Chief

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 257

Date: _____

By: *Michael Woodraka*
Printed Name: *Michael S Woodraka*

CITY OF APPLETON HUMAN RESOURCES
DEPARTMENT

Date: *12/14*

By: *Jandra A Behrke*
Printed Name: *Jandra A. Behrke*
Title: *HR Director*

August 3, 1999

Mr. Michael Woodzicka
Fire Fighter Local 257
P.O. Box 214
Appleton, WI 54911

Dear Mr. Woodzicka:

During our negotiations of contract language regarding impact of Commercial Motor Vehicle Safety Act, the following was agreed to:

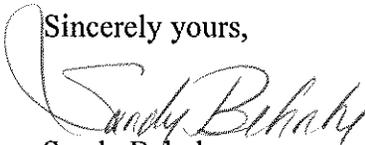
COMMERCIAL MOTOR VEHICLE SAFETY ACT

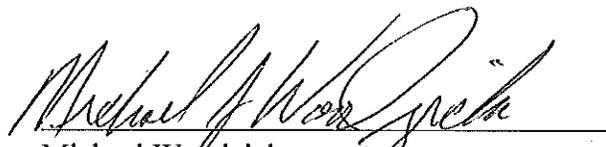
1. If a Driver-Engineer has his/her license to drive revoked, he/she shall be temporarily demoted to Fire Fighter and his/her position as Driver-Engineer shall be filled on a temporary basis. When the employee again is qualified to drive, the employees shall revert to their original positions. If the revocation of license exceeds one year, this temporary arrangement shall become permanent.
2. If an employee applies for promotion to Driver-Engineer but is not qualified because he/she is unable to obtain the proper license, he/she shall not be eligible to be placed on the Driver-Engineer eligibility list which results from that testing process. If he/she later qualifies for a license, he/she can re-apply when testing is again held for the position.
3. The City retains the right to determine the number of Fire Fighters it can employ without a driver's license. If this level is exceeded, employees who do not have a license shall be subject to layoff.

(from side letter dated March 8, 1989)

Please sign and return one copy of this letter as evidence of your agreement with the above.

Sincerely yours,


Sandy Behnke
Human Resources Director
City of Appleton


Michael Woodzicka
President, Fire Fighters Union Local 257

SAB/mar

August 3, 1999

Mr. Michael Woodzicka
Fire Fighter Local 257
P.O. Box 214
Appleton, WI 54911

Dear Mr. Woodzicka:

During our negotiations of the new contract language relative to assignment of qualified personnel for HazMat Outreach Programs, we agreed that a side letter was the appropriate format to document the agreement reached. That agreement is as follows:

HAZ-MAT OUTREACH PROGRAM

1. A call list will be developed which divides hazmat qualified personnel into one of two categories, qualified to drive the assigned unit or not qualified to drive. Overtime will be offered on an alternating basis by event. Employees who refuse to work when offered will lose their turn in the HazMat outreach rotation regardless of the length of the event. When the City reasonably expects that the program will extend beyond 2200 hours Monday through Friday or 1630 hours Saturdays, Sundays and Holidays, off duty personnel will be prearranged for the assignment on an overtime basis.
2. In the event that on duty personnel are assigned to perform an evening outreach program a continuous one and one half hour meal break will be provided prior to leaving for the event. If the assigned crew is unavoidably detained, compensation at the appropriate rate as defined in Article 4.G.2 will continue until the assignment is completed.

(from side letter dated October 22, 1997)

Please sign and return one copy of this letter as evidence of your agreement with the above.

Sincerely yours,


Sandy Behnke
Human Resources Director
City of Appleton


Michael Woodzicka
President, Fire Fighters Union Local 257

SAB/mar

August 3, 1999

Mr. Michael Woodzicka
Fire Fighter Local 257
P.O. Box 214
Appleton, WI 54911

Dear Mr. Woodzicka:

During our negotiations of contract language regarding payment of employees participating in training, we agreed that a side letter was the appropriate format to document the agreement reached regarding HazMat Team Members:

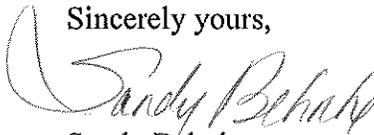
HAZ-MAT TEAM MEMBERS TRAINING

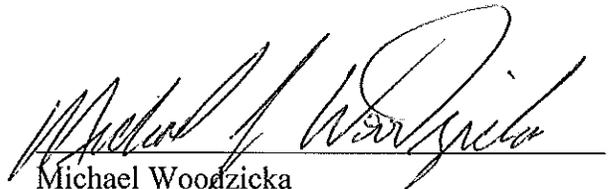
1. Initial training to obtain qualifications and specialty training to maintain such qualification are considered to be voluntary and therefore will be treated under Article 5.A.3.b.
2. Regularly scheduled team meetings, training sessions, and drills will be compensated in accordance with Article 5.A.3.a.

(from side letter dated December 3, 1997)

Please sign and return one copy of this letter as evidence of your agreement with the above.

Sincerely yours,


Sandy Behnke
Human Resources Director
City of Appleton


Michael Woodzicka
President, Fire Fighters Union Local 257

SAB/mar

**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.

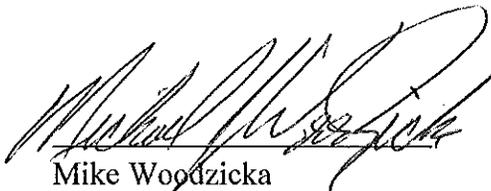
1. In accordance with NFPA 1582 Section 1-3.2, the requirements of NFPA 1582 will be phased in based upon employees hiring dates. The standard will be utilized as a recommendation for all employees hired prior to January 1, 2002. In addition, employees hired prior to January 1, 2002 the following language 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-E. 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 his/her 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. (A copy of the Patient Registration Release is attached). 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 physicians 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 physicians release and a signed consent/waiver form (attached).
9. A copy of NFPA 1582 shall be attached as reference.



Sandra Behnke
Human Resources Director
City of Appleton



Mike Woodzicka
President
Fire Fighters Local #257



Fire Chief
City of Appleton

August 3, 1999

Mr. Michael Woodzicka
Fire Fighters Local 257
P.O. Box 214
Appleton, WI 54911

Dear Mr. Woodzicka:

During our negotiations of contract language regarding Use-of-Tobacco Products for employees, the following was agreed to:

USE-OF-TOBACCO-PRODUCTS

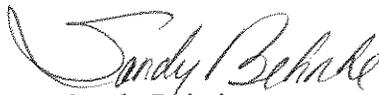
As a result of the August 6, 1990 use-of-tobacco-products grievance filed by employee Mike Sipin, the parties herein hereby agree to the following:

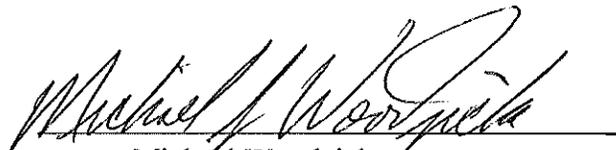
1. The City in the future will not unilaterally establish a mandatory subject of bargaining with any new employees without first bargaining same with the Union.
2. The result of said grievance shall not be used as a precedent regarding any future such situations, and the Union has not waived its right to grieve over any similar such issues in the future.
3. The Union reserves the right to grieve the reasonableness of any discipline under the City's non-tobacco-use policy.

(from side letter date November 14, 1990)

Please sign and return one copy of this letter as evidence of your agreement with the above.

Sincerely yours,


Sandy Behnke
Human Resources Director
City of Appleton


Michael Woodzicka
President, Fire Fighters Union Local 257

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

**Agreement related to Protective Service Inspectors
From Impact Bargain – May 2006
Agreed and approved – June 6, 2007
Modified from Impact Bargain – July 2010**

The following shall outline the agreement between the parties related to the grandfathering of the following Protective Service Inspectors:

Brian Noel

Wisconsin Retirement System Classification:

The Inspectors shall be grandfathered as protective service employees until normal retirement age plus two (2) years. They will be required to maintain fire fighter skills for the duration of this agreement.

Acting Company Officers

Fire Inspectors shall not be eligible to be on the acting Company Officer list.

ARTICLE 34 – Physical Fitness

The terms of Article 34 of the collective bargaining agreement will apply to these individuals.

Exercise Time:

The department will allow exercise time for the inspectors up to 2 days/week, 30 minutes each day if time permits. The exercise time is not guaranteed and the department does not want appointments canceled, or services impacted by the exercise time.

Effective January 1, 2008:

Commercial Building Inspector Certification

Inspectors having and maintaining the Commercial Building Inspector Certification shall be eligible for an additional \$.50 per hour added to their base wage.

Effective January 1, 2008

ARTICLE 5 – Overtime

Section D. Call Time-Inspectors recalled to duty shall receive three (3) hours pay at their regular rate plus pay for actual hours worked, subject to the overtime provisions of the collective bargaining agreement, with a minimum payment of not less than four (4) hours straight time.

This side letter shall apply to the above named individuals until such time that they are no longer employed by the City of Appleton, no longer hold a position covered by the bargaining unit or until they no longer hold the position of Inspector.

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

Agreement related to Specialties
From Impact Bargain – May 2006
Agreed and approved – June 6, 2007
Modified from Impact Bargain – July 2010

The following shall outline the agreement between the parties related to Specialties:

1. The department retains the right to set the number and classifications needed for Specialties.
2. The department will solely determine whether or not to participate in Specialties.
3. Employees, who are required by the department to maintain skills or competencies as outlined below will receive specialty pay.
4. 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.
5. Employees wishing to withdraw from participation must submit a letter of intent to withdraw from the Specialty to the Special Operations BC or DC 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.
6. Employees may be compensated for up to two (2) Specialties.*
7. Employees must be able to obtain & maintain required training and competencies to satisfy the designated level and to the satisfaction of the Fire Chief.
8. Employees in the position of Fire fighter/Inspector will be allowed to maintain one specialty at the employee's option.

Effective January 1, 2007:

Specialty Teams: All team members must obtain and maintain Technician level training.

Hazmat Team Compensation:

Each Hazmat Team Technician Member will be paid \$10 bi-weekly as specialty pay.

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.

Swift Water Rescue Team Compensation:

Each Swift Water Rescue Technician Team Member will be paid \$10 Bi-weekly as specialty pay.

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.

*Note: Capt. Paul Thomson will be grandfathered for purposes of participating on all three specialty teams (Hazmat, Technical Rescue & Swift Water) until such time as he chooses not to participate, is removed from a team or a team no longer exists. He will receive compensation for participation on each of the three teams.

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

Agreement related to Alternate Response Unit

**From Impact Bargain – May 2006
Agreed and approved – June 6, 2007**

The following shall outline the agreement between the parties related to the Alternate Response Unit:

1. The department retains the sole right to determine if and when the Alternate Response Unit will be staffed.
2. When staffed, the department agrees to staff the unit with one (1) employee qualified to be temporarily assigned as a Driver/Engineer one (1) employee qualified to be temporarily assigned as a Lieutenant.

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

LETTER OF UNDERSTANDING

SICK LEAVE BANK

This Letter of Understanding outlines an agreement reached between the City of Appleton and the International Association of Fire Fighters (IAFF) during negotiations for a 2011-13 Collective Bargaining Agreement. The Letter of Understanding applies to the elimination of the second sick leave bank. The following employees shall be grandfathered with the total amount of hours in their second sick leave bank as of December 31, 2010:

Brian Hartfiel

John Kaziak

Michael Straw

Employees will have access to use the second sick leave bank while employed with the City and such leave is not eligible for any type of payout upon leaving the City. No more sick leave will be added to the bank.

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

Agreement related to Light Duty Work Injury

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.

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

LETTER OF UNDERSTANDING

LONGEVITY

Longevity of one hundred and twenty hundred dollars (\$120) per year will be paid to employees having five (5) years of service. The following employees shall be grandfathered. Any employees as of 1/1/2011 who are already receiving this benefit will continue to do so.

ANDREW	DOBBE	8/14/06
KELLY	LYNCH	8/14/06
MICHAEL	WIESE	8/14/06
ANDREW	LANE	4/21/08
TROY	KINLEY	4/21/08
MATTHEW	DERCKS	4/21/08
NATHANIAL	MILHANS	4/21/08
ANDREW	WEBB	4/21/08
JOSOPH	KOZIKOWSKI	4/13/09
ADAM	PAISER	4/13/09
CHRISTOPHER	BRITZKE	4/13/09
CASEY	KOSTECKA	8/16/10
TYLER	MICKELSON	8/16/10
MICHAEL	WIRTZ	8/16/10

**CITY OF APPLETON
AND
FIRE FIGHTERS LOCAL #257**

Agreement Related to Hours of Work

The following language shall supercede Article 4 (Hours of Work) G for the duration of this contract

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.

The routine duty schedule for Saturday shall be from 0700 until 1200. Sunday and holidays, as designated in Article 10, shall be limited to the past customary practice of those duties necessary for efficient responses to alarms, housework, and vehicle checks.

If routine duties are assigned outside the above stated duty schedule, the following alternatives shall apply:

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 time back for hours worked.

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 time back for hours worked.

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.

Either party may terminate agreement with notice of 30 days.



"...meeting community needs...enhancing quality of life."

**APPLETON FIRE DEPARTMENT
700 N. DREW STREET
APPLETON, WI 54911
(920) 832-5810 FAX (920) 832-5830**

January 31, 2013

Mr. Michael Woodzicka
Fire Fighter Local 257
P.O. Box 214
Appleton, WI 54911

Dear Mr. Woodzicka:

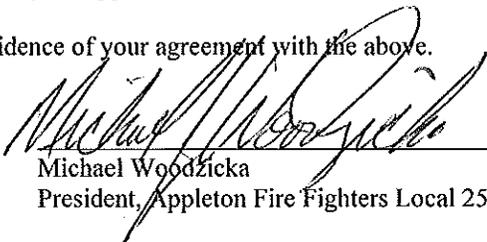
During our UMAT discussions regarding the extended absence of a Fire Captain, we agreed that a side letter was the appropriate format to document the agreement reached regarding temporary assignment of a Lieutenant to the position of Acting Captain:

1. Extended absence is defined for the purpose of this agreement, 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 Article 17, Section C of the bargaining agreement between the City of Appleton and Firefighters Local 257

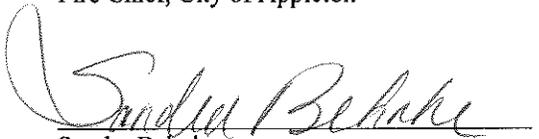
Please sign and return one copy of this letter as evidence of your agreement with the above.



Len VanderWyst
Fire Chief, City of Appleton



Michael Woodzicka
President, Appleton Fire Fighters Local 257



Sandra Behnke
Director, City of Appleton Human Resources

**Employer Participation Agreement
for the Post Employment Health Plan
for Collectively Bargained Public Employees**

This Participation Agreement ("Agreement"), effective as of the ____ day of _____ 20, ____ (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Nationwide Retirement Solutions (NRS), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents and,

WHEREAS, pursuant to a collective bargaining agreement ("CBA") (attached hereto as Exhibit A) with (the "Local Union"), the Employer has agreed to make contributions pursuant to and in compliance with the Plan and subject to the Internal Revenue Code ("Code") and its accompanying regulations for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the Trustee, or its successor, designated under the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents;

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions set forth in the Plan, the Trust and herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement" a copy of which the Employer acknowledges receipt thereof and attached hereto as Exhibit B) effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement. The Employer further acknowledges that under the terms of the Plan, the Administrator's resolution regarding questions relating to administration of the Plan is final and binding upon participating employers and its employees.
2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.
3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its CBA and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are provided as a matter of law in favor of the Plan, its participants and beneficiaries or the Trustee. This provision notwithstanding, if, in the opinion of the Administrator, terms of the Employer's CBA are in conflict with the Code and accompanying regulations, the Administrator may refuse Contributions until such time as the conflict is cured.

Changes to the CBA must be submitted to the Administrator for acceptance prior to its becoming effective and binding on the Administrator. Such acceptance shall not be unreasonably withheld

4. This Participation Agreement shall cover only those categories of employment for which the present CBA between the Employer and the Local Union requires Contributions to the Plan. Any other categories of employment shall require specific acceptance by the Administrator to be covered under the Plan.

5. Subject to section 8 of this Agreement, this Agreement shall remain in effect until such time as the Employer withdraws from the Plan pursuant to the withdrawal provision of the Plan document (Section 11.6). The Employer acknowledges that withdrawal from the Plan will no longer entitle Employer's representative or its Employees' representative to participation in the advisory committee created under terms of the Trust. The Administrator, however, reserves the right to terminate the Employer's participation in the Plan:

(a) should the Employer fail to make Contributions to the Plan;

(b) if at any time the Employer's CBA is modified in a manner which affects the operation or administration of the Plan in a manner which is unacceptable to the Administrator or Trustee;

(c) if at any time the Employer's CBA is modified in a manner which, in the opinion of the Administrator, jeopardizes the tax qualification of the Trust or the regulatory approval of the Plan; or

(d) as otherwise provided in the Plan or Trust Agreement.

6. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not impairing the attainment, or retention, of the tax exempt status of the Trust under section 501(c)(9) of the Internal Revenue Code of 1986, as amended.

7. The commencement and continuation of the Employer's participation in the Plan is contingent upon such commencement or continuation of participation not violating the terms of any revenue ruling the Plan receives or has received from the Internal Revenue Service (the "IRS") and any ruling or guidance published by the IRS applicable to the Plan. **The Employer acknowledges that failure to comply with the terms of the Plan and Trust may subject it and its Employees to adverse tax consequences.**

8. The Employer shall pay Contributions to the Plan required by its CBA in effect with the Local Union, from time to time, for each employee in a category for whom a Contribution is required pursuant to its CBA with the Local Union. All Contributions shall be due and payable to the Trustee or such other lockbox designated by the Administrator from time to time and maintained by the Trustee.

With each Contribution to the Plan, the Employer will provide the Administrator with a Contribution Summary Sheet (or similar Report) which shall list the employees for whom contributions are made, their Social Security numbers, names and whether the contributions are for health care premiums (a.k.a. 06 sub-account contributions) or unreimbursed health care expenses (a.k.a. 05 sub-account contributions) and the amounts to be allocated on behalf of each such employee. The Administrator or its designee shall record the Contribution and reconcile the Employer's Contribution Summary Sheet or other Report.

The Administrator may reject Contributions that do not comply with the requirements of the Plan, the Trust and the Code. If the Administrator rejects any Contributions, the Contributions and the Contribution Summary Sheet will be returned to the Employer for cure. The Administrator shall instruct the Trustee to transfer the Contributions in good order from the lockbox to the Trust investment account upon completion of such recording and reconciliation. Contributions shall not accrue income or share in investment gains or losses while they are in the lockbox prior to the transfer to the Trust investment account and during which time Contributions were returned to the Employer for cure.

The Employer understands that failure to make payments in a timely manner may result in sanctions permitted by law, as well as the termination of its participation in the Plan, as provided in rules established from time to time by the Administrator.

On request the Administrator shall provide the Local Union a copy of the Contribution Summary Sheet (or similar Report) for Participants represented by the Local Union and shall notify the Local Union of the

amounts received on behalf of those Participants at the request of the Union. The Administrator and Trustee may assume that Contributions paid over to the lockbox by participating Employers are correct. Any responsibility relating to enforcement of the contribution obligation pursuant to the CBA and this Participation Agreement shall rest solely with the Local Union.

9. The Employer (and the Local Union through the CBA) hereby appoint, and approve of, NRS to provide claims payment services and to act as the Administrator for the Plan. **The Employer further agrees that the Administrator's compensation for its services shall be an annual charge per participant of \$30.00.** The Employer has advised its covered employees of such fees. Such charge shall be assessed to each participant's account on the anniversary date, which is one year after the date the initial contribution to the Plan was made, and each succeeding anniversary of such date. The Administrator's fee shall remain fixed for the duration of this Agreement unless the Employer and Administrator mutually agree in writing to adjust the fee.

10. The Employer and the Local Union (through the CBA) hereby appoint, and approve of Bank of America to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e. the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer.

11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the authorization of a group variable annuity for investment of the Employer's contributions.

12. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity (attached hereto as Exhibit C). It is understood and agreed that part of the arrangement between NRS as Administrator and product provider Nationwide Life Insurance Company includes fees. **The Employer acknowledges that, in addition to the annual charge described in Section 9, an actuarial risk fee equaling an annual rate of 0.50% of the daily net asset value will be assessed on every participant's fund balance in the Variable Annuity Investment. In the Fixed Annuity Investment, this fee is included in the net crediting rate.**

13. The Employer hereby acknowledges it has received the "Disclosure and Acknowledge Form" (the "Form") which is incorporated into this Agreement as Exhibit D, and further agrees to be bound by the Form.

14. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.

15. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.

16. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control. Terms of the CBA shall be deemed to be within the reasonable control of the Employer.

17. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control. Terms of the CBA shall be deemed not within the reasonable control of the Administrator.

18. This Agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State

or Federal Court located within Ohio.

19. This Agreement contains the entire agreement between the Employer and the Administrator with respect to the respective rights and obligations contemplated herein, and no representation, promise, inducement, or statement of intention relating to the respective rights and obligations contemplated by this agreement has been made by either party which is not set forth herein. This Agreement supersedes in all respects all prior agreements among the parties any may not be modified or amended, except by a duly executed instrument in writing.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of NRS executed this Agreement on behalf of the Administrator.

		(Entity Name)
_____, 20	By:	_____
		Entity Signature
_____, 20	By:	_____
		Officer of Nationwide Retirement Solutions, Inc.
		("NRS" as Administrator)

Specially Prepared for the Employees of City Of Appleton New Plan

The summary below does not cover all plan details. Further information can be found in the summary plan description or dental benefit handbook. That document provides a thorough explanation of your dental 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.

Benefit Plan Design	Delta PPO When you see a Delta Dental PPO dentist	Delta Premier When you see a Delta Dental Premier or any other dentist
Individual Annual Maximum	\$1,500	\$1,500
Deductible	Individual Family	\$50 \$150
	\$50 \$150	\$50 \$150
Dependent Eligibility		
Dependents are eligible through the end of the year in which they attain age 26; except as noted for orthodontics		
Diagnostic & Preventive Services		
Exams	100%	100%
Cleanings	100%	100%
Fluoride treatments	100%	100%
X-rays	100%	100%
Space maintainers	100%	100%
Sealants	100%	100%
Deductible applies	No	No
Basic & Major Services		
Emergency treatment to relieve pain	80%	80%
Fillings	80%	80%
Endodontics – nonsurgical	50%	50%
Periodontics – nonsurgical	50%	50%
Extractions - nonsurgical	80%	80%
Crowns, inlays, onlays	50%	50%
Bridges and dentures	50%	50%
Repairs and adjustments to bridges and dentures	50%	50%
Implants*	50%	50%
Endodontics – surgical*	50%	50%
Periodontics – surgical*	50%	50%
Extractions - surgical and other oral surgery*	50%	50%
Deductible applies	Yes	Yes
Orthodontic Services		
Coverage copayment	50%	50%
Individual lifetime Max (Included in the annual max)	\$2,500	\$2,500
Dependents eligible to age	19	19
Full-time students eligible to age	19	19
Adult ortho**	Yes	Yes
Deductible applies	No	No

*Surgical: Delta provides first coverage & only coverage for some codes.

*Implants: Surgical implant is not covered.

** Adult ortho is for employee only.

