



**CITY OF NEENAH  
CITY OF MENASHA**



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## M E M O R A N D U M

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**DATE:** December 13, 2011  
**TO:** Chairman Sevenich, members of the Joint Fire Finance & Personnel Committee  
**FROM:** City Attorney / HR Director Jim Godlewski  
City Attorney / Personnel Director Pam Captain  
**RE:** Tentative Agreement for Collective Bargaining Agreement between the Cities and Firefighters Local 275, 2012-15

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On December 12, 2011, the bargaining team for the Cities of Menasha and Neenah, consisting of City Attorneys Godlewski & Captain; Finance Director Easker, Fire Chief Auxier & Dep. Fire Chief DeLeeuw, reached a tentative agreement on behalf of the cities with Firefighter Local 275, IAFF for a new four (4) year contract running from 1/1/2012 through 12/31/2015. A copy of the initialed TA is attached to this memo.

The major highlights of the agreement follow:

***Wisconsin Retirement System (WRS) Contributions:***

- Beginning with the pay period that includes 1/1/2012, all employees hired after 7/1/2011 are mandated to contribute the same amount toward WRS as general municipal employees as determined by the Wisconsin Department of Employee Trust Funds (ETF). In 2012 this amount will be 5.9% of gross wages.
- Beginning with the pay period that includes 1/1/2012, all employees hired before 7/1/2011 will contribute 2% of gross wages to WRS.
- Beginning with the pay period that includes 1/1/2013, all employees hired before 7/1/2011 will contribute 4% of gross wages to WRS.
- Beginning with the pay period that includes 1/1/2014 and thereafter, all employees hired before 7/1/2011 will contribute the percentage of gross wages to WRS required of general municipal employees (set at 5.9% in 2012).

***Wages:***

- 2012: 1% increase on 1/1/2012; 1% increase on 7/1/2012 (budget impact of 1.5%, less 2% WRS contribution for net budget impact of -0.5%).
- 2013: 1% increase on 7/1/2013; 2% increase effective last pay period in Dec. 2013 (budget impact of 1.08% less additional WRS contribution of 2% for net budget impact of -0.92%)
- 2014: 3% increase effective last pay period in Dec. 2014 (budget impact of 2.615% less additional WRS contribution of approximately 1.9% for a net budget impact of 0.715%)
- 2015: 3% increase effective last pay period in Dec. 2015 (budget impact of 3.115%)

After accounting for the increase in WRS contributions by employees, the cumulative budget impact of the wage & WRS settlement is an increase of 2.15% over the four-year term of the contract, or an average of 0.54% per year.

***Layoff & Recall:***

The cities agree not to layoff employees through 2012. Subsequently, employees laid off (if any) will remain on a recall list for 4 years.

***Insurance Contribution & HRS Participation:***

- 2012: POS 500: 10%; POS 1000: 7.5%; POS 2000: 2.5%; Dental: 10% (note: same as other employees except for POS 2000 which is 2.5% points less). Cities contribute \$100 to HRA for employee participation in Health Risk Screening (HRS).
- 2013-2015: POS 500: 12.5%; POS 1000: 10%; POS 2000: 7.5%; Dental: 10%. Employees participating in the HRS will reduce premium contribution by 2.5% points.
- All references to plan design and selection will be eliminated from the contract as those have become prohibited subjects of bargaining.

***Wage & Insurance Reopeners:***

- Either party may reopen the contract to discuss wage and insurance premium contributions once each year in 2014 & 2015. Notice to reopen must be given in writing and made no later than 8/1 of the year before the affected year. Any impasse will be resolved through interest arbitration.

***Miscellaneous items:***

- The parties agreed to various miscellaneous matters that have little or no economic impact. A copy of the full tentative agreement is attached for the Committee's information.



Michael J. Jank  
12-12-11

CITY OF NEENAH  
CITY OF MENASHA



Approved  
James Jank 12/12/11  
[Signature] 12/12/2011

SUMMARY OF VERBAL TENTATIVE AGREEMENT  
REACHED BETWEEN  
CITIES OF NEENAH & MENASHA  
AND  
LOCAL 275 IAFF

December 8<sup>12</sup>, 2011

1. **Duration:** Except as otherwise provided, this agreement shall be effective January 1, 2012 through December 31, 2015
2. **Wages:**
  - 2012: 1% wage increase on 1/1; 1% wage increase on 7/1
  - 2013: 1% wage increase on 7/1; 2% wage increase effective last pay period in December 2013
  - 2014: 3% effective last pay period in December 2014
  - 2015: 3% effective last pay period in December 2015
3. **Wisconsin Retirement System:**
  - 2012: Effective the pay period that includes 1/1/2012, each employee will pay a portion of the contribution required by the Wisconsin Retirement System (WRS) equal to 2% of gross wages.
  - 2013: Effective the pay period that includes 1/1/2013, each employee will pay a portion of the contribution required by the Wisconsin Retirement System (WRS) equal to 4% of gross wages.
  - 2014 & 2015: Effective the pay period that includes 1/1/2014 and thereafter, each employee will pay a portion of the contribution required by the Wisconsin Retirement System (WRS) equal to that required by General Municipal Employees (for example, that amount was determined to be 5.8% in 2011 and will be 5.9% on 1/1/2012).Effective 1/1/2012: those employees hired after 7/1/2011 will be required to pay a portion of the contribution required by the Wisconsin Retirement System equal to that required by General Municipal Employees.
4. **No Layoff:** Article 32(B) will be modified to provide no layoff of employees through December 31, 2012. Amend Art. 32(A) to provide that laid off employees will remain on recall list for three ~~four~~ (34) years.

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**5. Insurance Premium Contributions & Health Risk Screening Incentive:**

Employees will contribute the following percentages of the premium costs for health and dental insurance:

2012: POS 500: 10%; POS 1000: 7.5%; POS 2000: 2.5%; for employees participating in the Health Risk Screening (HRS), the Cities will contribute an additional \$100 to the employee's health reimbursement account (HRA); Dental: 10%

2013 - 2015: POS 500: 12.5%; POS 1000: 10%; POS 2000: 7.5%; for employees participating in the Health Risk Screening (HRS), the Cities will reduce the premium contribution percentage by 2.5 percentage points (POS 500: 10%; POS 1000: 7.5%; & POS 2000: 5%); Dental: 10%

**NOTE:** Pursuant to Wis. Stat. §111.70(4)(mc)6., the design and selection of health care coverage is a prohibited subject of bargaining. As a result, references to health & dental insurance plan structure in the contract must be eliminated from the contract to comply with state law. with Local 275 reserving its rights.

- 6. Wage & Insurance Reopeners:** Modify sideletter No. 9 to provide that either party shall be entitled to request that the labor contract be reopened one time for each year, 2014 and 2015, for the limited purpose of collectively bargaining wage adjustments, described in ¶1 above, and insurance premium contributions, described in ¶5 above, for employees in the bargaining unit. The requests to reopen must be made on or before 8/1/2013 to reopen 2014 wages and premium contributions; and 8/1/2014 to reopen 2015 wages and premium contributions.

The collective bargaining agreement shall be reopened only one time in each of those years for the subsequent contract year. Requests to reopen shall be in writing. Upon receipt of such request, the collective bargaining agreement shall be opened, and the parties shall meet at mutually agreeable times and places for the purposes detailed above.

If the parties are unable to reach agreement and come to impasse with respect to the above reopener(s), such impasse shall be resolved by interest-arbitration pursuant to Wis. Stat. §111.77. In addition, the parties agree to not treat any reopener as a termination of contract.

- 7. Prior agreed items:** The following items will also be included in a new collective bargaining agreement (previously agreed in prior negotiating sessions):
- a. **Article 9, ¶A.(1)a.:** Clarify that temporary military leave applies to both monthly and annual duty tours. **(Cities item no. 1)**
  - b. **Sideletter No. 5:** Eliminate the first category of school credits as the last employee in that category has retired. Clarify current practice that

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- employees hired on or after 1/1/1997 are not eligible for Associates Degree school credit pay. (*Cities item No. 11*)
- c. **Sideletter No. 7: Light Duty:** Amend the language of the sideletter to provide a procedure for conversion of vacation time to light duty compensation. (*Cities item No. 12*) Note, light duty formula memo from Chief Auxier is attached & will constitute the language to Sideletter No. 7.
  - d. **Contract Wages, Wage Addendums:** Modify the addendums for firefighters hired before 1/1/2003 to only provide for the year 6 steps, since the prior steps will never be used. (*Cities item No. 15*)
  - e. **Art 12 B.** Sick leave: add the word "dependent" before "children" in the 5th line of Art. 12, B in the definition of "immediate family".
  - f. **Art 29C.** tuition payment only applies to courses & seminars related to firefighting, not to courses needed to complete a bachelor's degree
  - g. **Replace Promotional Language.** Art 6, B: replace with agreed language, listed below.
8. **All other items:** All other provisions of the agreement between the Cities and Local 275 expiring on December 31, 2011 not modified by way of previous agreement, and/or by this offer will continue in the successor agreement

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The following is the light duty formula language agreed to between the Chief & Local 275:



#### Memorandum

**TO:** Mike Janke, President  
Local 275

**FROM:** Al Auxier, Chief

**DATE:** November 8, 2011

**RE:** Light Duty Formula

As we discussed this year, for employees who are working light duty and take time off (vacation, Kelly, sick leave, FLSA or Comp time) the following formula shall be followed for converting their time:

When working Light Duty, regardless of whether it is a Workers Compensation claim or because of a personal injury, the following guidelines have been established to handle vacation time that has been scheduled or requested within the time while on Light Duty.

The first method of applying vacation if an individual has a full work period, 3 workdays, is to put the person back as though he/she was on line. The vacation period would be nine consecutive days starting the first day of his normal work period and would end the ninth day after the initial starting date of the vacation. Weekend days would be counted in the nine days. For the sake of payroll the officer(s) would post the three days of vacation similar to any other vacation period posted for line personnel. Upon returning to work light duty the officer(s) would then start recording the days work as light duty days.

The formula for adjusting/applying one 24-hour day of vacation time while on light duty is based on establishing a multiplier to convert vacation while working a 40 hour work week versus the established 56 hour average work week for line personnel. By taking the 40 hours and dividing by 56 hours you get a multiplier of .71 percent,  $(40 \div 56 = .71)$ . The officer would take 24 hours and multiply by .71 percent to get 17.04 hours,  $(24 \times .71 = 17.04)$ . This equates to approximately two 8-hour days off. The vacation period would be two 8-hour days starting the employees scheduled vacation day and would end the second 8-hour day after the initial day of vacation. Weekend days would not be counted in scheduling the vacation time. For the sake of payroll the officer(s) would post the original day of vacation and post nothing for the second 8-hour day off. Upon returning to work light duty the officer(s) would then start recording the days work as light duty days.

The formula for adjusting/applying a half day of vacation 12 hours of vacation time while on light duty again is based on utilizing the same formula above to convert vacation while working a 40 hour work week versus the established 56 hour average for a work week for line personnel. By taking the 40 hours and dividing by 56 hours you get a multiplier of .71 percent,  $(40 \div 56 = .71)$ . The officer would take 12

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hours and multiply by .71 percent to get 8.52 hours, ( $12 \times .71 = 8.52$ ). This equates to approximately one 8-hour day off when working light duty. The vacation period would be any 8-hour day off of light duty. For the sake of payroll the officer(s) would post the day for 12 hours of vacation rather than workers compensation.

The 1.04 hours associated with taking 24 hours of vacation and the .52 hours associated with taking 12 hours of vacation can be utilized any other day while working light duty. Advise the Chief, Deputy Chief or Assistant Chief as to when the time should be applied and the time off will be approved. Nothing needs to be recorded in payroll for the time off that day, just record the day as a full day of light duty.

Finally, NMFR needs to notify Human Resources of the 8-hour days that an individual will not be working light duty hours so they can notify CVMIC not to pay Workmen's Compensation for the day if it is a Workers Compensation Claim.

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The following language will replace the existing Art. 6, Par. B on promotions:

- B. The following procedure will govern all promotions within Neenah-Menasha Fire Rescue to include Fire Officer, Driver, and Shift Inspector. All examinations shall be impartial and shall relate to those matters, which will test fairly the candidate to discharge the duties of the position to be filled. The senior qualified candidate shall be promoted. For the purpose of promotions, seniority shall be based upon the date of hire with the department.

**FIRE OFFICER**

**QUALIFICATIONS FOR PROMOTION TO THE POSITION OF FIRE OFFICER REQUIRE:**

- (1) The individual with the most seniority who is qualified shall be promoted to fire officer
- (2) The completion of a minimum of ten (10) years seniority from the date of hire.
- (3) Must be certified Wisconsin State Fire Officer I
- (4) Must possess a valid Wisconsin Motor Vehicle Driver License.
- (5) Must be eligible for a minimum of twelve (12) months Move-Up experience

**THE PROFESSIONAL SKILLS ASSESSMENT WILL CONSIST OF:**

- (1) Letter of interest and/or application will need to be submitted
- (2) The interview shall be conducted by the fire chief or designee
- (3) The assessment will be made up of three (3) scenarios or exercises
  - a. Practical Firehouse report demonstrating records management and data entry
  - b. Simulated fire scenario
  - c. Exercise on candidates ability to handle personnel issue(s)

**DRIVER**

**Qualifications for promotion to the position of Driver require:**

- (1) Letter of interest and/or application will need to be submitted
- (2) The individual with the most seniority who is qualified/certified shall be selected for promotion to Driver
- (3) Certified Wisconsin State Fire Apparatus Driver-Pumper
- (4) Must possess a valid Wisconsin Motor Vehicle Drivers License.

**THE PRACTICAL DRIVING SKILLS ASSESSMENT WILL CONSIST OF:**

- (1) The skills assessment shall be conducted by the training chief or

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designee. Designee can include qualified union member.

- (2) The assessment will be made up of five (5) scenarios or exercises
  - a. An apparatus operations exercise (pumping operations)
  - b. An apparatus operations exercise (aerial operations)
  - c. A predetermined street driving evaluation (road test)
  - d. Written test conducted by Administration
  - e. Maintenance check off sheet evaluation

**SHIFT INSPECTOR**

**QUALIFICATIONS FOR PROMOTION TO THE POSITION OF SHIFT INSPECTOR REQUIRE:**

- (1) The individual with the most seniority who is qualified/certified shall be selected for promotion to Shift Inspector
- (2) Must be certified Wisconsin State Fire Inspector
- (3) Must possess a valid Wisconsin Motor Vehicle Drivers License
- (4) Eligible for a minimum of twelve (12) months Move-Up experience.

**THE PROFESSIONAL SKILLS ASSESSMENT WILL CONSIST OF:**

- (1) The interview shall be conducted by the assistant chief in charge of fire prevention or designee.
- (2) The Assessment will be made up of two (2) scenarios or exercises
  - a. A focused interview related to the inspection department.
  - b. Code based written exam (conducted with an open book policy and no time requirement to finish the exam)

**OTHER RULES**

Because of the highly technical nature of the skills required of a Shift Inspector the members promoted to this position are required to commit to a minimum of two (2) years of service in this position.

**ELIGIBILITY LIST**

Eligibility lists for the positions of Fire Officer, Driver, and Shift Inspector shall be established. All employees may be eligible to participate in the skills assessment process for Fire Officer, Driver, and Shift Inspector. The established eligibility list shall consist of the individuals that have successfully completed the skills assessment and meet the qualifications. The individual with the most seniority shall be promoted. Eligibility lists shall be established for a three (3) year period. Lists for the positions of Fire Officer, Driver, and Shift Inspector shall expire after (3) years and

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new testing or qualification procedures will be conducted. There will be a 45 day notice before the testing occurs for any position.

EXCEPTION: In the event that the eligibility list is exhausted prior to the expiration date, a new promotional procedure will be conducted at the earliest convenient date after the vacancy in a position occurs.

In the event an employee on an eligibility list refuses a position when offered, such employee's name will be removed from the eligibility list. Such employee shall submit his/her notice in writing to the Chief of the department. Such employee will be required to re-qualify for a future position.

Where an employee desires to participate or complete the assessment process, but is unable to do so because of a serious illness or accident, the assessment may be postponed for that employee and offered at the earliest convenient date by the discretion of the Chief.