

LABOR AGREEMENT
2014 – 2016 BETWEEN
CITY OF APPLETON
AND THE

APPLETON PROFESSIONAL POLICE ASSOCIATION

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1 ARTICLE 1 – PURPOSE OF AGREEMENT

2
3 It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions
4 between the City and the Appleton Professional Police Association, and to set forth herein rates of pay, hours of work
5 and other terms and conditions of employment to be observed by the parties hereto.
6

7 The City agrees that there shall be no discrimination by the City against any employee covered by this Agreement
8 because of their membership or activities in the Association, nor will the City interfere with the rights of such
9 employees to become members of the Association.

10
11 ARTICLE 2 – RECOGNITION

12
13 This Agreement made and entered into at Appleton, Wisconsin, pursuant to the provisions of Section 111.77 and
14 Section 62.13 of the Wisconsin Statutes by and between the City of Appleton, a municipal corporation, as municipal
15 employer with the Police Chief as its agent, hereinafter referred to as the "City" or "Employer" and the Appleton
16 Professional Police Association as the sole bargaining agent for all law enforcement employees of the Appleton Police
17 Department with the power of arrest, excluding the Chief of Police, Deputy Chief, Captain, Lieutenant, and Executive,
18 Supervisory, Managerial and Confidential employees.
19

20 ARTICLE 3 – HOURS

21
22 A. Hours: A normal scheduled work day shall consist of an eight (8) hour and fifteen (15) minute shift which
23 shall include a fifteen (15) minute resume' time normally scheduled prior to the designated shift hour and used
24 primarily for the purpose of orientation and resume'.
25

26 For purposes of sick leave, holidays, compensatory time and leave without pay only, a normal scheduled
27 work day shall be considered to be eight (8) hours.
28

29 B. Work Schedule: The work schedule shall consist of five (5) days on, two (2) days off, five (5) days on, three
30 (3) days off, except that new employees shall work a five (5) day week, Monday through Friday, during their
31 formal training period. All employees not on this schedule shall be scheduled by the Police Department with
32 one hundred twenty-two (122) contract days off annually. It is understood that this may require minor
33 deviation from the basic schedule for adjustment purposes. Notwithstanding the provisions of this paragraph,
34 the City shall have the right to amend the work schedule in order to accomplish imbalanced deployment by
35 shift and by day of week in accordance with the expected workload, provided, however, that changes to an
36 individual's schedule to accomplish imbalanced deployment by day of week shall not affect more than three
37 (3) scheduled work days per employee during a fourteen (14) week cycle and further provided that such day
38 of week imbalance shall not affect an employee's regularly scheduled days off other than the first or third days
39 of a three (3) day cycle without the employee's consent. The employee will be allowed four (4) straight hours
40 of non-FLSA compensatory time off for each schedule change. The City agrees to ask for volunteers for
41 proposed changes in the basic schedule prior to requiring such changes. Officers may mutually exchange
42 work schedules with prior approval of the supervisor.
43

44 Officers who are currently assigned duties requiring them to work a schedule other than 5-2, 5-3 may, with
45 permission of their Deputy Chief, forfeit up to five of their contractual off days. Officers requesting this
46 provision shall notify their Deputy Chief not earlier than October 1 nor later than October 15 of the number of
47 days which they are requesting for the following year. Employees shall be paid for eight hours at their regular
48 straight time for each day forfeited. Payment for days forfeited during a year will be made with the holiday
49 payment in November of that year.
50

- 1 C. Standby: Standby status will not be required of officers of the Appleton Police Department. Should
2 emergency necessitate additional personnel, the personnel will be ordered to duty and compensation will be
3 paid in accordance to the terms and provisions of this Agreement.
4
- 5 D. Each Officer shall be allowed to work up to 16 ½ scheduled hours in a 24 hour period.
6
- 7 E. Daylight Savings Time: When daylight savings time occurs, officers will be paid for the actual time worked.
8 (In fall, officers who work 9.25 hours will be compensated at the rate of time and one-half for all hours after
9 8.25. In spring, officers who work 7.25 hours will lose one hour of pay in that pay period to correspond with
10 the time change. In spring, overtime will not be paid until after the officer has worked 8.25 hours.) For
11 purposes of sick leave, holidays, compensatory time and vacation, a scheduled work day shall be considered
12 to be eight (8) hours.
13
- 14 F. Work Day: The work day shall be defined as a 24-hour period beginning at 12:01 a.m.
15

16 ARTICLE 4 – OVERTIME

17
18 Employees will be compensated at the rate of time and one-half (1 ½) based on their normal rate of pay for all hours
19 worked in excess of the scheduled work day or work week. Overtime and normal scheduled work day compensation
20 may be either by pay or time, the choice to be determined by the employee.
21

22 Up to one hundred twenty (120) hours of compensatory time may be carried over from one year to the next. Any
23 compensatory time in excess of one hundred twenty (120) hours at the end of the last full payroll period of the year
24 shall be paid in cash, at the wage rate in effect at that time, on either the last paycheck in December or the first
25 paycheck in January. Employees must notify, in writing, the Police Department staff person responsible for payroll by
26 December 1 of their choice. Failure to notify in writing will result in the pay out of compensatory time on the last
27 paycheck in December. If the employee chooses to take the pay out on the first check in January, the pay out shall
28 be at the previous year's rate.
29

30 Any hours in excess of eighty (80) that are carried over into the next year must be taken as time off. Overtime off will
31 be charged against the excess hours before being charged against the eighty (80) or against the current year's
32 accumulation.
33

34 The following definitions shall apply to determine payment:
35

- 36 1. Court: Court shall include any time an officer is instructed by the Chief or designee or subpoenaed (including
37 City of Appleton court notices) to appear in person, or through telephonic communication, in any court, legal
38 proceedings (including depositions), preparatory meetings with District Attorney's, City Attorney's and other
39 appointed counsel which appearance is related to or arises out of the officer's scope of employment.
40

41 Meetings or telephonic communication made outside of the officer's normal work shift require prior approval
42 from an on-duty supervisor. If an attorney or other appointed counsel initiate contact directly to an officer at
43 their home, and the officer is required to return the telephone call from home prior to their next scheduled
44 work shift, prior approval is not required. The officer must report immediately to their supervisor the subject
45 and the reason of the telephone call which required immediate response.
46

47 Court pay shall be three (3) hours straight time plus time and one-half for time worked.
48

- 49 2. Re-call: Re-call shall include any time an officer is called back to work or a change in shift without notification
50 by the end of the last regularly scheduled shift before the shift change.
51

52 Re-call pay shall be three (3) hours straight time plus time and one-half for time worked.

1 3. All other scheduled work.
2
3 Time and one-half for all time worked.
4
5 4. Court Cancellation: Court cancellations shall include any cancellation that does not occur prior to or at the
6 end of the officer's regular shift before the appearance.
7
8 Court cancellation shall be three (3) hours straight time pay.
9
10 Notwithstanding the provision of this article, officers shall not be eligible for court pay, re-call pay or court
11 cancellation pay if the officer is performing other scheduled work. If an officer is called while performing
12 "other scheduled work", the officer shall be eligible for re-call pay if the time performed doing the re-call work
13 goes beyond the hours of the other scheduled work.
14
15 An officer recalled to work or required to appear in court shall receive three (3) hours call-in pay at their regular
16 straight time rate plus pay for the actual hours worked at the rate of time and one-half (1 ½). Call-in pay for an officer
17 recalled to work shall not apply when the recall occurs within one-half (1/2) hour of the conclusion of the officer's
18 scheduled shift. Call-in pay for court appearances shall not apply when such appearances are commenced within
19 one-half (1/2) hour of the start or the conclusion of the officer's scheduled shift.
20
21 Officers shall not be eligible for call-in pay when recalled or for court appearances occurring within one-half (1/2) hour
22 of a prior recall or court appearance time if the officer received call-in pay. These recalls or court appearances which
23 would otherwise have been eligible for the three-hour payment shall be paid on the basis of actual time worked at the
24 rate of time and one-half (1 ½) or three hours straight time pay, whichever is greater.
25
26 Officers who are not eligible for call-in pay as a result of the one-half hour exclusions mentioned in the above two
27 paragraphs shall be paid from the end of the previous work time to the notification of the call-in, if at the end of their
28 scheduled shift and from the beginning of the court appearance until the start of their shift if the court appearance
29 occurs at the beginning of their scheduled shift but not more than one-half hour, at the rate of time and one-half, in
30 addition to the pay referred to in the above two paragraphs.
31
32 Notwithstanding the provisions of this Article, time spent performing police functions in normal off-duty hours
33 occasioned by use of a one-to-one marked car shall not entitle officers to pay for overtime or call time except as
34 provided in the published policy related to the one-to-one car plan.
35
36 Employees who are required to participate in training on their off-duty time shall be paid at the rate of time and one
37 half for actual time spent at such training and for reasonable travel time but shall not be eligible for call time or any
38 minimum payment
39
40 When traveling to training directly from their residence, officers shall not be compensated for total travel time that is
41 less than or equal to the regular and ordinary time necessary for said employee to travel from home to work.
42
43 Payment for off duty time spent in physical fitness or weight standards testing shall be at the rate of time and one half
44 for all time spent in such testings, but not to exceed two hours at time and one half for any employee in any testing
45 period.
46
47 The availability of a telephone number with a taped message relative to the cancellations and the posting of such
48 cancellations on a department bulletin board shall constitute proper notification.
49
50 Non schedule-dependent employees may request to modify their work schedule, by working more than eight (8.25)
51 hours per day at straight time, not requiring overtime under this article. The time for time schedule adjustment must
52 be taken within the 28 day FLSA cycle as not to create FLSA overtime or compensatory time. This request must be

1 made to the supervisor and the supervisor must approve prior to the modification of the schedule taking place. The
2 approval and continuation of the approval shall be at the discretion of the City.
3

4 ARTICLE 5 – PAY PERIOD

5
6 All employees shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday,
7 payday shall be on Friday. Payment shall include compensation for hours the preceding two (2) week period ending
8 Saturday at midnight (all hours based on an average).
9

10 ARTICLE 6 – SALARIES – EXHIBIT A

11 12 ARTICLE 7 – WORKER'S COMPENSATION

13
14 Any full-time employee receiving worker's compensation shall be paid the difference between their pay at the disability
15 date and worker's compensation benefits. This differential shall be paid for a period up to, but not to exceed thirty
16 (30) weeks commencing from the disability date. Employees who are disabled for a period in excess of thirty (30)
17 weeks shall be eligible for continuation of this differential provided that they will be charged four (4) hours sick leave
18 for each scheduled work day of additional disability. Payment of this differential shall continue for the length of
19 disability or for a period of twenty-two (22) weeks or until the employee's sick leave balance is exhausted, whichever
20 comes first.
21

22 ARTICLE 8 – VACATIONS

23
24 The vacation policy for the Police Department to be on a work week basis as follows:
25

- 26 1 work week vacation after 1 year of service.
- 27 2 work weeks vacation after 2 years of service.
- 28 3 work weeks vacation after 8 years of service.
- 29 4 work weeks vacation after 12 years of service.
- 30 5 work weeks vacation after 20 years of service.

31
32 Regular employees will be eligible for their first paid vacation as of the first anniversary of their date of hire. After
33 qualifying for their first vacation, employees will be eligible for future vacations as of January 1 of each calendar year.
34

35 If an employee qualifies for a 1,2, 3 or 4 week vacation as of January 1 and completes the service necessary for an
36 additional week of vacation later in that calendar year, such employee shall receive the additional week of vacation
37 after their anniversary date and shall thereafter be eligible for such increased vacation as of January 1 of each
38 succeeding calendar year.
39

40 Vacation allowances shall not be cumulative and after the qualifications have been met for additional vacation, it must
41 be taken between January 1 and December 31, except that employees entitled to one or two weeks of vacation shall
42 be permitted to carry over up to one week of vacation into the following year, or may have up to one week of the
43 vacation paid to the Post Employment Health Plan and other employees shall be permitted to carry over all or portions
44 of their third, fourth, and fifth weeks of vacation into the following year, or may have up to two weeks of vacation paid
45 to the Post Employment Health Plan, provided that they notify the Chief or designee of their intent to do so not earlier
46 than October 15 and not later than November 1. All requests must be approved by the Chief and forwarded to Human
47 Resources by December 15. Any vacation carried over to the following year must be used by June 1 or it will be
48 forfeited.
49

50 In case of termination, for reasons other than discharge for cause, an employee will be paid their unused vacation.
51

1 The Police Chief or designee shall have a vacation schedule available for members on or before January 1, preceding
2 the year vacations are to run, so that picking vacations can be completed by March 1. The order of picking vacations
3 shall be by seniority. Employees hired on the same date shall be assigned relative seniority for purposes of this
4 Article by the Employer at the time of hire.

5
6 Employees retiring between December 15th and December 31st shall be eligible for their vacation payout as if they had
7 worked until January 1st the following year and shall be eligible for holiday payout as if they had worked until
8 December 31st of the year they retire.

9
10 ARTICLE 9 – PAID HOLIDAYS

11		
12	New Year's Day	Independence Day
13	Labor Day	Easter
14	Thanksgiving Day	Memorial Day
15	Christmas Eve	Christmas Day
16	Floating Holiday	
17		

18 When any of the above holidays fall on a scheduled work day for non-shift employees, such employee shall be given
19 the day off without loss of pay. If such employees are required to work on a holiday, they shall receive their regular
20 pay plus pay at their regular rate for all hours worked on the holiday.

21
22 In lieu of any further compensation for the above holidays, shift employees shall receive 128 hours pay and non-shift
23 employees shall receive 100 hours pay per year at their regular straight time rate. For purposes of the above pay out
24 for non-shift employees, the floating holiday shall be calculated as if it occurred during the first pay period of April. The
25 floating holiday for non-shift employees is included in the (122) days off annually as referenced in Article 3 – Hours, B.
26 Work Schedules. Such payment shall be made no later than the last pay period in November and shall apply only to
27 employees on the payroll as of December 1st. Employees who retire or terminate prior to December 1 shall receive a
28 pro-rata payment based on the number of holidays that fall prior to their last day of work. Employees who have
29 worked in both a shift and non-shift capacity and new employees who have worked for less than one year as of
30 December 1, shall receive a pro-rata payment.

31
32 The floating holiday shall be part of the pro-rated calculation for retirees.

33
34 ARTICLE 10 – LEAVES

35
36 A. Sick Leave

37 All Officers shall be granted sick leave with pay at the rate of 5.33 hours for each full month of service. All Officers
38 hired after 1/1/11 shall receive 4 hours for each full month of service until January 1 following the year said employee
39 qualifies for the Senior Police Officer by passing the Position Enhancement Program test. On January 1 following that
40 year the employee will receive 5.33 hours for each month of service.

- 41
42 1. For purposes of this paragraph, "service" shall include time on paid sick leave. Sick leave shall accrue
43 from the Officer's starting date but may not be taken during the first sixty (60) days of employment.
44 2. Sick leave shall be accumulated but not to exceed one-hundred thirty five (135) working days.
45 3. All sick leave shall be subject to administration by the Police Chief.
46 4. A member of the Association may use accumulated sick leave with pay for absences necessitated by
47 their injury, illness or required dental care, or illness of their immediate family. Immediate family shall be
48 defined as spouse, dependent children, parents, or relatives living in the household. Clarification: Parent
49 does not include mother-in-law or father-in-law.
50 5. In order to be granted sick leave with pay, an employee must:
51 a) Report promptly to the Department the reason for their absence.

- b) Keep the department informed of their condition if absence is of more than three (3) working days duration.
- c) Permit the City to make medical examination or nursing visit as it deems desirable.
- d) Submit a Medical Certificate for any absence of more than three (3) consecutive working days if required by the City.

- 6. 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.
- 7. At retirement or death, the retired Officer or their estate shall receive payment for their unused accumulated sick leave up to but not to exceed ninety (90) working days as compensatory time or cash payment, as the Officer may choose, as a bonus for services given the City. Said ninety (90) days shall be increased by four (4) hours for each time an employee scores "excellent" and by two (2) hours for each time an employee scores "good" in the physical fitness testing procedure.

Such payment shall not be made available to the employee until six (6) months after written notification of the employee's intent to retire. Such notification may be withdrawn by the employee provided it is done at least thirty (30) days prior to the retirement date specified in the notification and further provided that no employee shall be permitted to withdraw more than one notification of intent to retire. All employees covered by this Agreement, upon retiring, shall have the option to select the payment of their unused accumulated sick leave and vacation, pursuant to the PEHP guidelines in the event that the employee should die before said fund has exhausted, said monies shall continue to be used for the payment of the same insurance plan of their survivors, if they are eligible for continuation of such coverage. If there are no survivors or they are not eligible for coverage, such remaining funds shall be paid to the retiree's estate. Once the initial option has been made by the employee to set up such fund for the payment of insurance premiums, no changes shall be made thereafter.

B. PTO (Paid Time Off) Leave

Employees on the payroll on 1/1/11 shall receive 4 PTO days each year to be used as paid time off. Any PTO days not used as of December 31st will be paid out on the first paycheck in January at the previous year's rate.

For those employees eligible for 4 PTO Days – PTO days shall be pro-rated in the year of termination or resignation as follows:

January – March	0
April – June	1
July – September	2
October – December	3

Employees hired after 1/1/11 shall receive 3 PTO days each year until January 1 following the year said employee qualifies for the Senior Police Officer by passing the Position Enhancement Program test. On January 1 following that year the employee will receive 4 PTO days each year to be used as paid time off. Any PTO days not used as of December 31st will be paid out on the first paycheck in January at the previous year's rate. PTO days shall be pro-rated during the initial year of hire.

For those employees eligible for 3 PTO Days – PTO days shall be pro-rated in the year of hire, termination or resignation as follows:

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

C. Funeral Leave

1. Funeral leave shall be administered by the Chief.
2. In the event of death within the Officer's immediate family, the Officer will be paid for the scheduled time lost during the period from two days before the funeral up to and including two days after the funeral, but not to exceed three (3) working days. Immediate family shall be defined as non-dependent child, grandchildren, parents, sister, brother, mother-in-law, father-in-law, or any other relative living in the employee's residence at the time of death.
3. In the event of the death of the Officer's spouse or dependent child, the Officer will be paid for scheduled time lost from the date of death, but not to exceed ten (10) working days. Leave must be taken within sixty (60) days of the death.
4. In the event of the death of a relative but not a member of the immediate family, the Officer will be given the paid funeral leave for the day of the funeral, provided the Officer was scheduled to work and attends the funeral.
5. Funeral leave shall not be deducted from accumulated sick leave.

D. Leave of Absence Without Pay

1. 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.
 - a) For a leave not to exceed three (3) consecutive days, their request shall be made to and approved by the Police Chief.
 - b) For a leave in excess of three (3) consecutive days, or for a partial leave of absence, they shall make their request to the Director of Human Resources after securing the approval of the Chief.
 - c) 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 during the period of the absence.
 - d) Employees on a partial leave of absence shall be paid at their regular rate for actual hours worked and shall receive pro-rated fringe benefits based on actual hours worked, provided, however, that such leave shall not change the employee's seniority date.
2. A leave of absence without pay shall be granted to employees for recuperation from off-duty injury or illness, provided that the following requirements are met in addition to the requirements of Item 1 above:
 - a) The leave shall be for the period of the doctor's prognosis but not to exceed one year.
 - b) The employee must use all available accumulated sick leave, vacation and compensatory time before going on such leave.
 - c) The employee must provide, in advance, a doctor's statement indicating that the employee will be able to return to regular duties within one year of the start of the leave.
3. Failure to comply with the requirements of this article shall result in disciplinary action.

1 ARTICLE 11 – HEALTH AND DENTAL INSURANCE

2
3 At the time of retirement employees who qualify for an annuity under the Wisconsin Retirement fund shall have the
4 option of continuing the medical Coverage, at their expense, until they are eligible for Medicare, provided that the
5 retiree makes timely payments for the premiums.
6

7 Health Insurance

8 Effective 1/1/14, provided the employer offers a Health Reimbursement Account Plan, employees shall pay 15% of
9 the COBRA rate.

10 Effective 1/1/14, provided the employer offers a Health Savings Account Plan employees shall pay 0% of the COBRA
11 rate. Effective 1/1/15, employees shall pay the same contribution as non-represented employees on plans offered by
12 the City to non-represented employees.
13

14 Dental Insurance

15 Effective 1/1/14, provided the employer offers a Dental Plan, employees shall contribute \$10 per month toward a
16 single premium and \$20 per month toward a family premium for the same dental plan offered by the City to non-
17 represented employees.
18

19 ARTICLE 12 – POST EMPLOYMENT HEALTH PLAN

20
21 Effective January 1, 2003 the City of Appleton agrees to participate in the Post Employment Health Plan for
22 Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's
23 Participation Agreement, a copy of which is attached to this agreement. The parties hereto designate Nationwide
24 Retirement Solutions to act as administrator and LaSalle National Bank to act as Trustee for the Plan, or its
25 successors appointed in accordance with the Plan and Trust documents. The employer agrees to contribute to the
26 Plan on behalf of employees represented by the Appleton Professional Police Association.
27

28 For the term of this agreement, the Employer shall contribute for each Eligible Employee the amount of \$10 per
29 month.
30

31 The Appleton Professional Police Association agrees to annually determine the percent contribution for retirees in the
32 subsequent year and notify the Human Resources Director in writing, no later than November 1.
33

34 ARTICLE 13 – RETIREMENT CONTRIBUTION

35
36 Effective the first full pay period in January, 2014 employees agree to pay three percent (3%) contribution for funding
37 benefits under the Wisconsin Retirement Fund. Effective the first full pay period in July, 2015 employees agree to pay
38 the same contribution as general municipal employees for funding benefits under the Wisconsin Retirement Fund.
39

40 ARTICLE 14 – LIFE INSURANCE

41
42 The term life insurance program, providing \$20,000 worth of life insurance per employee shall be continued. The City
43 will assume 100% of the cost of the aforesaid life insurance program.
44

45 ARTICLE 15 – CLOTHING ALLOWANCE

46
47 The clothing allowance for members of the Association shall be as follows:
48

49	Maximum initial allowance	\$1,000
50	Annual maintenance	\$ 583.36 (effective January 1, 2005)
51	Annual Cleaning Allowance	\$ 60

1 The maximum initial allowance and annual maintenance allowance shall be considered a loan to each probationary
2 officer. Officers who fail to complete probation shall re-pay the City any initial allowance plus any annual maintenance
3 allowance received or turn in to the City all uniform and equipment items purchased with the clothing allowance loan.
4 Should the uniform and equipment items turned in to the City represent a purchase value of less than the loan, the
5 employee shall be liable for the difference. Upon successful completion of the probationary period, the loan shall be
6 considered forgiven.

7
8 Prior to August 1st of each year, the City and the Union shall review the price change for an agreed upon market
9 basket of uniform and equipment items. The annual maintenance allowance shall be adjusted by the percentage
10 amount price change in the uniform and equipment market basket.

11
12 The City shall also provide for an annual disbursement for cleaning of uniforms of sixty dollars (\$60).

13
14 The annual cleaning and maintenance allowance shall be paid in a lump sum on the last paycheck in January.

15
16 During the last year of employment, an employee shall be eligible to receive a pro-rated maintenance allowance
17 computed at the rate of 1/12th of the total annual maintenance allowance per month of employment. The maintenance
18 allowance shall be paid as set forth above, and any portion of the allowance which the employee has received but is
19 not eligible for, shall be deducted from the employee's last payroll check.

20
21 All employees are required to obtain and maintain per department standards, all clothing and equipment required by
22 the City for duty and special assignments.

23
24 The City reserves the right to set standards for and regulate items of equipment and uniform clothing to include, but
25 not be limited to, color, style, fabric, material, brand and specifications. The City further reserves the right to
26 determine the serviceability of any items of uniform clothing and equipment.

27
28 In the event an Officer's uniform, equipment, and/or eye wear are damaged or destroyed as the result of an unusual
29 or extreme incident occurring in the course of their duty, the City shall pay the cost of repairing such damage or shall
30 pay for its replacement and shall thereupon be entitled to collect any restitution ordered by the Courts. It is
31 understood and agreed in accordance with this paragraph that payment hereunder will be made in the instances such
32 that are of an emergency or extreme nature, such as apprehension of an individual or an unusual incident which
33 required emergency or extreme action on the part of an Officer.

34
35 The City's liability for repair or replacement of eye wear under this paragraph shall not exceed seventy-five dollars
36 (\$75) per incident, except in the case of safety glasses purchased through the City, which shall be repaired or
37 replaced without charge.

38
39 The City will provide body armor to all newly hired officers. The City shall replace the City provided body armor on a
40 five year rotating cycle. Employees hired before January 1, 1996, shall have the option of participating or not
41 participating in this program when they are first scheduled to receive the body armor. A decision to participate is not
42 revocable. A decision not to participate can be changed at any time. The wearing of body armor shall be mandatory
43 for all employees to whom the City has provided it unless the City grants an exemption. The City shall be responsible
44 for the maintenance cost to a City supplied vest between the time of issuance and replacement of said vest.

45
46 A joint-labor management committee shall recommend specifications and manufacturers and an implementation plan
47 to the Police Chief.

48
49 ARTICLE 16 – COMPENSATION FOR ATTENDING TRAINING PROGRAMS

50
51 The City shall pay expenses incurred by Police Officers ordered to attend training programs by the Chief or designee.

52

1 ARTICLE 17 – RULES AND REGULATIONS

2
3 The rules and regulations of the Appleton Police Department as established by the Police and Fire Commission of the
4 City of Appleton in accordance with the provisions of and pursuant to Chapter 111.7, Section 62.13 of the Wisconsin
5 Statutes, shall be made part of this Agreement by reference.
6

7 The Association recognizes the right of the Employer to promulgate reasonable rules and regulations from time to
8 time, provided a copy is submitted to the Association ten (10) days before implementation.
9

10 ARTICLE 18 – GRIEVANCE PROCEDURE

11
12 Both the Association and City recognize that grievances and complaints should be settled promptly and at the earliest
13 possible steps and that the grievance process must be initiated within fifteen (15) days (Saturdays, Sundays and
14 holidays excluded) of the incident or within fifteen (15) days (Saturdays, Sundays and holidays excluded) of the
15 Officer or Association learning of the incident. Any grievance not reported or filed within the time limits set forth above
16 shall be invalid, provided, however, that the time limits may be extended by mutual consent of the parties.
17

18 Any grievance not reported or filed within the time limits set forth above, and any grievance not properly presented to
19 the next step within the time limits set forth below, shall be invalid, provided, however, that the time limits may be
20 extended by mutual agreement.
21

22 Any difference of opinion or misunderstanding as to the application or interpretation of the terms and conditions of this
23 agreement shall be handled in the following manner:
24

- 25 1. The aggrieved employee or the Association shall present the grievance orally to their supervisor either alone
26 or accompanied by an Association representative.
- 27 2. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Deputy Chief
28 of their respective bureau within five (5) days (Saturdays, Sundays and holidays excluded) of completion of
29 Step 1. Such grievance shall specify the provisions of this agreement which were allegedly violated. Within
30 five (5) days (Saturdays, Sundays and holidays excluded) the Deputy Chief shall furnish the employee and
31 the Association with a written answer to the grievance.
- 32 3. If the grievance is not settled at the second step, the grievance shall be presented in writing to the Police
33 Chief within five (5) days (Saturdays, Sundays and holidays excluded) from receipt of the written response in
34 Step 2. The Chief shall, within five (5) days (Saturdays, Sundays and holidays excluded), hold an informal
35 meeting with the aggrieved employee, Deputy Chief/or Captain and Association representative.
36

37 If the grievance is not resolved to the satisfaction of all parties within five (5) days (Saturdays, Sundays and
38 holidays excluded), either party may proceed to the next Step.
39

- 40 4. The grievance shall be presented in writing to the Human Resources Director or designee within seven (7)
41 days (Saturdays, Sundays and holidays excluded) of completion of Step 3.
42
 - 43 a. The Human Resources Director or designee shall within five (5) (Saturdays, Sundays and holidays
44 excluded) days set up an informal meeting with all parties involved up to this point. Within seven (7) days
45 (Saturdays, Sundays and holidays excluded) after this meeting, a determination shall be made and
46 reduced to writing and copies submitted to all parties involved.
47
- 48 5. If the grievance is not settled at the fourth step of the grievance procedure, the aggrieved party may within
49 five (5) days (Saturdays, Sundays and holidays excluded) submit the grievance to an arbitrator. The
50 arbitrator shall be selected by the Wisconsin Employment Relations Commission. The decision of the
51 arbitrator shall be final and binding on all parties except for judicial review. Both parties shall share equally

1 the cost and expenses of the arbitrator proceedings, if any, including transcript fees. Each party, however,
2 shall bear its own cost of their representative, attorneys and witnesses.
3

4 The Association may appoint representatives of the Association and shall inform the City of the names of the
5 individuals so appointed and of any change thereafter made in such appointment. The City shall allow the
6 representatives the necessary time to process grievances during the course of the duty day.
7

8 ARTICLE 19 – MILITARY LEAVE

9
10 Police Officers having permanent status and who are duly enrolled members of the National Guard, the State Guard,
11 the Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Naval Reserve Corps, the Marine
12 Corps Reserve or any other reserve component of the military or naval forces of the United States or the State of
13 Wisconsin now or hereafter organized or constituted under Federal Law, are entitled to leaves of absence without loss
14 of time to enable them to attend military or naval schools, field camps of instruction and naval exercises which have
15 been duly ordered held, but not to exceed twenty (20) days, in the calendar year in which so ordered and held. All
16 military leave, including active duty shall be governed by USERRA.
17

18 The difference in pay between military pay during time of attendance and the employee's regular pay during the same
19 period shall be paid by the City.
20

21 The leave granted is in addition to all other leaves.
22

23 ARTICLE 20 – SUSPENSION, DISMISSAL AND REDUCTION IN RANK

24
25 Suspension, dismissal and reduction in rank of employees from the Police Department shall be governed by Section
26 62.13 of the Wisconsin Statutes.
27

28 All newly hired employees shall be considered probationary for one year from the time they complete their formal
29 training period with the Appleton Police Department, but not to exceed eighteen (18) months from their date of hire.
30

31 Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory
32 completion of probation.
33

34 A regular employee is hereby defined as a person who has satisfactorily completed their probationary period and is
35 hired to fill a full time position in the Table of Organization.
36

37 The seniority of a regular employee who has satisfactorily completed probation shall date from their date of
38 employment. Proper records indicating status of employee shall be maintained. Seniority shall be established for
39 each employee and shall consist of the total calendar time elapsed since the date of their employment. Seniority
40 rights terminate upon discharge or quitting.
41

42 ARTICLE 21 – FIELD TRAINING OFFICER PROGRAM

43
44 Notwithstanding any other provisions of this Agreement, the City shall have the right to establish policy for the
45 implementation of a Field Training Officer program including but not limited to the right to determine eligibility for
46 participation in the program.
47

48 Those individuals participating in the program shall be paid one hour of pay, at the rate of time and one-half (1.5) for
49 each day, or part of day that the officer completes the evaluation form and paperwork, in the performance of field
50 training officer duties. This one hour of pay is in addition to any overtime that the individual may receive based on
51 overtime defined in Article 4 of this labor agreement.
52

1 ARTICLE 22 – DEFENSE OF OFFICERS BY THE CITY ATTORNEY

2
3 The City shall authorize the City Attorney to defend actions brought against any Officer growing out of the acts done in
4 the course of their employment or out of any alleged breach of their duty as such Officer. Any judgment obtained
5 against such Officer shall be paid by the City, provided the Officer did not act in bad faith.
6

7 ARTICLE 23 – AMENDMENT PROVISION

8
9 This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and
10 executed by the City and the Association where mutually agreeable. The waiver of any breach, term or condition of
11 this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and
12 conditions.
13

14 ARTICLE 24 – SAVINGS CLAUSE

15
16 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by
17 any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be
18 restrained by such tribunal, the remainder of the Agreement and the addendum shall not be affected thereby, and the
19 parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually
20 satisfactory replacement for such Article or Section.
21

22 ARTICLE 25 – NO OTHER AGREEMENT

23
24 The employer agrees not to enter into any other Agreement written or verbal with the members of the Police
25 Department individually or collectively which in any way conflicts with the provisions of this Agreement.
26

27 ARTICLE 26 – CHANGES IN THE TERMS OF THIS AGREEMENT

28
29 If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this
30 Agreement or any extension thereof, they shall notify the other party in writing of its desire to enter into such
31 negotiating one hundred and fifty (150) days prior to the end of the contract period.
32

33 ARTICLE 27 – EDUCATION REIMBURSEMENT

34
35 Any officer who possesses or comes to possess a baccalaureate degree in Police Science, Police Administration or a
36 field substantially relating to policing from an institution accredited by the North Central Association shall be paid in
37 accordance with the "Baccalaureate Degree" schedule of Exhibit "A".
38

39 The City will reimburse up to 50% of the cost of required books and tuition for successful completion of courses taken
40 to obtain a baccalaureate or master degree in Police Science, Police Administration or a field substantially related to
41 Policing as determined by the Chief, from an institution accredited by the North Central Association. Successful
42 completion shall mean a passing grade if the course is graded on a pass/fail basis or a grade of "C" or better if letter
43 grades are issued. The tuition payment by the City shall not exceed that charged by the University of Wisconsin
44 system for similar courses.
45

46 Employees enrolled in baccalaureate degree program, at the time of contract ratification, will be grandfathered by the
47 existing tuition and books reimbursement, provided there is no break in class participation and enrollment status.
48

49 Employees who wish to attend a master degree program, shall submit their request to the Chief, prior to the start of
50 the class. The Chief shall review on a class by class request and will have sole discretion on the approval.
51
52

1 Student classroom and study hours shall not be construed as work hours nor be subject to compensation.

2
3 Employees must follow the Department Procedure to be eligible for reimbursement.

4
5 ARTICLE 28 – FUNCTION OF MANAGEMENT

6
7 Except as herein otherwise provided, the management of the Department and the direction of the working forces,
8 including the right to hire, promote, demote, lay-off, suspend without pay, discharge for proper cause, transfer,
9 determine the number of employees to be assigned to any job classification or to determine the job classification
10 needed to operate the Employer's jurisdiction is vested exclusively with the Employer.

11
12 It is further agreed, except as herein otherwise provided, that the responsibilities of management include, but are not
13 limited to those outlined in this Agreement. In addition to any functions specified herein, the Employer shall be
14 responsible for fulfilling all normal managerial obligations, such as planning, changing, or developing new methods of
15 work performance, establishing necessary policies, organizations and procedures, assigning work and establishing
16 work scheduled, and of applying appropriate means of administration and control. Provided however, that the exercise
17 of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the
18 Association or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be
19 construed to abrogate the provisions of the grievance procedure.

20
21 ARTICLE 29 – FAIR SHARE

22
23 The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such
24 employees, Association and non-Association fairly and equally. All employees in the unit shall, as a condition of
25 employment, be required to pay, as provided in this Article, their proportionate share of the costs of representation by
26 the Association. No employee shall be required to join the Association, but membership in the Association shall be
27 available to all employees who apply consistent with the Association constitution and by-laws. No employee shall be
28 denied Association membership because of race, color, religion, age, disability, marital status, family status, national
29 origin, sexual orientation or sex.

30
31 The Employer agrees that it will deduct from the monthly earnings of all employees in the collective bargaining unit,
32 such amount being the monthly dues certified by the Association and uniformly required of all members, and pay said
33 amount to the treasurer of the affiliated local on or before the end of the month following the month in which said
34 deduction was made.

35
36 Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the
37 effective date of the change.

38
39 For all new employees, said deduction shall be made from the first paycheck from which said deductions are normally
40 made.

41
42 The City shall be held harmless in the event a dispute arises between an employee and the Association regarding the
43 interpretation and/or application of this provision.

44
45 ARTICLE 30 – ONE-TO-ONE CAR PLAN

46
47 Notwithstanding any other provisions of this Agreement, the City shall have the right to establish rules and regulations
48 for the operation of the one-to-one car plan including but not limited to the right to determine eligibility for participation
49 in the plan. Administration of such rules and regulations shall be subject to the grievance procedure.

1 Participation in the one-to-one car plan by those individuals eligible for participation shall be voluntary. Eligible
2 individuals may not change their election whether to participate other than at intervals specified by the City, which
3 shall not be less than once each calendar year.
4

5 ARTICLE 31 – PHYSICAL FITNESS PROGRAM
6

7 In recognition of the importance that physical fitness plays in the general health and well-being of police officers and in
8 consideration of the relationship between good health and well-being and effective efficient police service, the
9 following physical fitness program is adopted.
10

- 11 A. For purposes of this program four categories of physical fitness are recognized: 1-poor, 2-adequate, 3-good,
12 4-excellent.
13
- 14 B. Participating employees will be tested twice each year and will be paid a maximum of two hours pay at time
15 and one half for participation in the testing procedure.
16
- 17 C. A testing period is defined as the time between the start of one round of physical fitness tests and the start of
18 the next round of physical fitness tests.
19
- 20 D. All Officers who score as "excellent" will be paid a premium of 2% of their base pay and those who score as
21 "good" will be paid a premium of 1% of their base pay until the next testing date. Such payment shall be in a
22 lump sum payable within thirty (30) days of the finalization of the testing results and shall be calculated on the
23 basis of 2% or 1% of one half of the employee's annual base pay, calculated on the rate of pay at the time of
24 the test. Such employees shall also be eligible for increased retirement bonus as provided in Article 10 A(7).
25 Those who score as "adequate" will receive no salary or retirement bonus incentive. New employees are not
26 eligible for payment under the program until they have participated in one of the regularly scheduled testing
27 procedures.
28
- 29 E. Any employees hired on or after January 1, 1980, must maintain a rating of "adequate" or better. Failure to
30 do so may subject the employee to disciplinary action and shall be considered relevant evidence of the
31 employee's inability to fully perform the expected duties of their position.
32
- 33 F. Any other employee who elects not to participate or who fails to maintain a rating of "adequate" or better,
34 while not subject to discipline for such action, shall not be exempt from discipline for inability to fully perform
35 the expected duties of the position. Further, the department reserves the right to assess the medical and
36 physical fitness of each employee to perform all duties of a police officer.
37
- 38 G. Any employee who for reasons of illness or injury, is temporarily unable to perform their previous recorded
39 level during any test period shall, after review and determination by the Chief of Police as to legitimacy, be
40 paid at the previous rate for a period that shall not exceed one testing period. If possible, the employee shall
41 test during that period to show the ability to complete the physical fitness testing. After one testing period, if
42 such illness or injury continues, the employee shall receive premium pay only if they test during the test
43 period.
44
- 45 H. All employees are responsible for determining their fitness to participate in the testing process. Employees
46 must provide a statement indicating that they have been involved in a physical fitness program for the six
47 month period preceding the assessment.
48
- 49 I. It is mutually agreed that the following are valid job related criteria for determining physical fitness of Appleton
50 Police Officers.
51
- 52 1. Upper body strength

2. Abdominal strength
3. Flexibility
4. Cardio Vascular endurance
5. Percentage of body fat

J. The Chief of Police shall establish standards consistent with the above criteria for use in this program. Such standards shall not be raised without prior approval of the Board of Directors of the Association.

ARTICLE 32 – POSITION ENHANCEMENT PROGRAM

Progression through the steps of Exhibit "A" shall be based on the agreed-upon Position Enhancement Program. Participation in the program shall be voluntary.

In order to keep the Position Enhancement Program current and relevant to contemporary policing needs, the City and the Association may, from time to time, find it necessary to modify criteria for movement through the various steps. The City agrees that no changes will be made in the standards without prior consultation with the Association. The City also agrees, that no changes will be made to the advancement criteria for: Senior Police Officer, Master Police Officer, Sergeant, and Senior Sergeant, as outlined on pages 8 and 9 of the Officer Position Enhancement Program, dated 2007, without the prior approval of the Association. In addition, the City agrees that standards must be reasonable, appropriate and consistent with job performance expectations of police personnel. Nothing contained herein shall limit or restrict the Association's right to negotiate over mandatory subjects of bargaining.

ARTICLE 33 – WEIGHT STANDARDS

- A. All officers shall be required to maintain a percentage of body fat of "adequate" or better, in accordance with the agreed upon body fat charts.
- B. All officers will be tested for percentage of body fat semi-annually, except that those who fall below the "adequate" level shall be tested monthly until they reach and maintain an "adequate" level.
- C. Employees whose percentage of body fat fall below the "adequate" level must show progress toward "adequate" in their monthly testing, and must reach the "adequate" level within one year.
- D. Employees may be subject to progressive discipline for failure to comply with "C" above.
- E. Nothing contained herein shall be construed as a waiver of any officer's rights under State Statutes 62.13 or Article 18 of this Agreement.

ARTICLE 34 – JURY DUTY

Employees requested to be on jury duty shall be paid their normal pay and will turn over their jury duty fees to the City, excluding actual expenses. For scheduling purposes, such employees shall be considered on the day shift, on any day in which they are required to report for jury duty. Provided, however, that third shift officers will not be required to work immediately prior to being required to appear for jury duty. Employees who are excused from jury duty prior to the end of the day shift shall report to the Police Department for assignment for the balance of that shift. For purposes of this section, day shift shall be defined as 8 AM to 4 PM.

ARTICLE 35 – LAYOFF

When it becomes necessary to reduce the number of employees, regular part-time employees within the bargaining unit shall be dismissed first, and thereafter employees shall be dismissed in the order of the shortest length of service in the bargaining unit.

1
2 1. Classification Elimination
3

4 Any subsequent reassignment as a result of a classification elimination from Sergeant to Police Officer shall be on
5 the basis of classification seniority. The Sergeant with the lowest classification seniority shall be reassigned to
6 Patrol Officer with departmental seniority back to original date of hire.
7

8 Classification seniority shall consist of the total calendar time of regular full-time employment in a particular job
9 classification listed on the wage schedule, i.e. Sergeant and Police Officer. An employee who permanently
10 leaves one job classification will maintain the classification seniority they had at the time of leaving, but will not
11 accrue further seniority in their former classification unless they permanently return to such classification.
12

13 In the event that the higher position is recreated, the employee removed shall be reinstated with the higher
14 position.
15

16 Affected employees may accept layoff in lieu of reclassification.
17

18 2. Recall from Layoff:
19

- 20 A. The names of employees laid off through no fault of their own shall remain on the departmental call list for a
21 period equal to twenty-four calendar months from date of layoff.
22 B. Employees recalled from layoff shall be given fifteen (15) work days to respond after notice has been sent by
23 certified mail to the last known address on file with the Human Resources Director and ten (10) work days to
24 resume work.
25 C. Employees who decline recall or who fail to respond or return to work directed within the time allowed shall be
26 presumed to have resigned and if re-employed shall return to work as a new employee.
27 D. In the event of a recall, the employee who was last laid off, will be first recalled.
28

29 ARTICLE 36 – SURVIVOR BENEFITS
30

31 Any employee who dies while classified as a regular full time employee shall be entitled to all of the accrued and
32 earned sick days (not to exceed ninety (90) days), vacation days and holidays not used and all overtime earned but
33 not taken, plus any outstanding salary which may be owned to the deceased. These benefits will be computed at the
34 rate in existence at the time of death and paid to the estate as soon as practical.
35

36 ARTICLE 37 – ASSOCIATION BARGAINING COMMITTEE/ASSOCIATION BUSINESS
37

38 Employees who are members of the Association bargaining team shall be allowed to attend bargaining sessions and
39 Grievance Arbitrations while on duty without loss of pay or benefits provided, however, that not more than four on-duty
40 persons shall be allowed to attend at the same time.
41

42 Out-Of-Service Hours: On-duty officers taking themselves out of service must obtain prior approval from their
43 supervisor to attend any meeting. Out of service shall be defined as being on duty but unavailable to receive radio
44 calls. Officers who are out of service must continue to be available via pager or some other method as deemed
45 appropriate by the supervisor. Out of service may be rescinded, by the supervisor, should the need of the department
46 warrant.
47

48 ARTICLE 38 – NO STRIKE CLAUSE
49

50 No strikes of any kind shall be caused or sanctioned by the Association during the term of this agreement.
51
52

1 ARTICLE 39 – TERM OF AGREEMENT

2

3 This Agreement shall become effective as of January 1, 2014, and remain in full force and effect to and including
4 December 31, 2016, and shall renew itself for additional one-year periods thereafter unless either party pursuant to
5 Article 26 has notified the other party in writing that it desires to alter or amend this Agreement at the end of the
6 Agreement period.

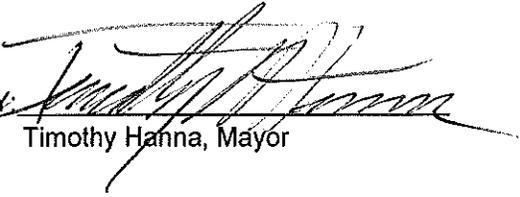
7

8 It is agreed by and between the parties that the terms and conditions of the Employment Agreement as contained
9 herein shall be binding on both parties. The Agreement may be reopened by mutual agreement of the parties hereto.

10

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 5th day of Dec., 2013.

CITY OF APPLETON:

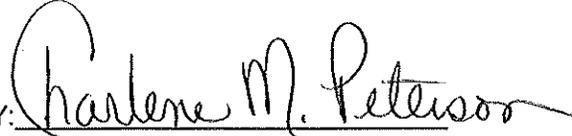
BY: 
Timothy Hanna, Mayor

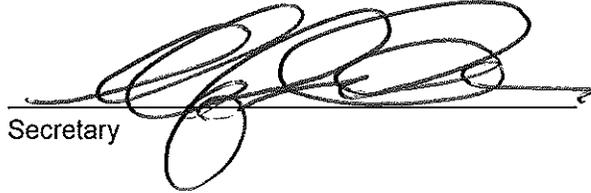
APPLETON PROFESSIONAL POLICE ASSOCIATION



President

ATTEST:

BY: 
Charlene Peterson, City Clerk



Secretary

Approved as to form:



James P. Walsh
City Attorney
City of Appleton, Wisconsin

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



Lisa A. Remiker
Director of Finance
City of Appleton, Wisconsin

APPA WAGE SCHEDULE 2014 - 2016

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

	01/01/14 Rate	01/01/15 Rate	07/01/15 Rate	01/01/16 Rate
POLICE OFFICER WITHOUT DEGREE				
New Hires after 1/1/2011				
Starting Step	\$25.97	\$26.62	\$26.89	\$27.43
After 6 months	\$26.99	\$27.66	\$27.94	\$28.50
After 2 years	\$28.18	\$28.88	\$29.17	\$29.75
After 3 years	\$28.89	\$29.61	\$29.91	\$30.51
After 4 years	\$29.71	\$30.45	\$30.75	\$31.37
After 5 years	\$31.02	\$31.80	\$32.12	\$32.76
POLICE OFFICER WITHOUT DEGREE				
Starting Wage	\$26.76	\$27.43	\$27.70	\$28.25
6 Month Step	\$27.82	\$28.52	\$28.81	\$29.39
After 2 years	\$29.03	\$29.76	\$30.06	\$30.66
After 3 Years	\$29.76	\$30.50	\$30.81	\$31.43
After 4 Years	\$30.58	\$31.34	\$31.65	\$32.28
After 5 Years	\$31.95	\$32.75	\$33.08	\$33.74
SENIOR POLICE OFFICER	\$32.74	\$33.56	\$33.90	\$34.58
MASTER POLICE OFFICER	\$33.54	\$34.38	\$34.72	\$35.41
POLICE SERGEANT	\$34.37	\$35.23	\$35.58	\$36.29
POLICE SENIOR SERGEANT	\$35.24	\$36.12	\$36.48	\$37.21
POLICE OFFICER WITH DEGREE				
New Hires after 1/1/2011				
Start step	\$25.97	\$26.62	\$26.89	\$27.43
After 6 months	\$26.99	\$27.66	\$27.94	\$28.50
After 2 years	\$28.18	\$28.88	\$29.17	\$29.75
After 3 years	\$29.19	\$29.92	\$30.22	\$30.82
After 4 years	\$30.41	\$31.17	\$31.48	\$32.11
After 5 years	\$31.61	\$32.40	\$32.72	\$33.37
POLICE OFFICER WITH DEGREE				
Starting Wage	\$26.76	\$27.43	\$27.70	\$28.25
6 Month Step	\$27.82	\$28.52	\$28.81	\$29.39
2 Year Step	\$29.03	\$29.76	\$30.06	\$30.66
3 Year Step	\$30.08	\$30.83	\$31.14	\$31.76
4 Year Step	\$31.32	\$32.10	\$32.42	\$33.07
5 Year Step	\$32.56	\$33.37	\$33.70	\$34.37
SENIOR POLICE OFFICER	\$33.35	\$34.18	\$34.52	\$35.21
MASTER POLICE OFFICER	\$34.23	\$35.09	\$35.44	\$36.15
POLICE SERGEANT	\$35.03	\$35.91	\$36.27	\$37.00
POLICE SENIOR SERGEANT	\$35.93	\$36.83	\$37.20	\$37.94

- I. Progression through the above schedule shall be as follows:
 - A. Except as otherwise provided, trainee Police Officers will start at Step A of the pay schedule
 - B. Police Officers will move to:
 - 1. Step B after six (6) months of service.
 - 2. Step C after two (2) full years of service.
 - 3. Step D after three (3) full years of service.
 - 4. Step E after four (4) full years of service.
 - 5. Step F after five (5) full years of service.
 - 6. The position enhancement step in accordance with the position enhancement program.
 - C. New employees possessing significant policing experience or specialized skill may, at the discretion of the Chief, be hired at any step up to and including Step D of the pay schedule. For purposes of future pay advancement, such employees shall be deemed to have the years of service which their pay step represents. For all other purposes, seniority shall be determined from the actual date that the employee was hired.
 - D. Officers who pass the PEP test to qualify for the position of Senior Police Officer, shall be placed on the wage schedule in Exhibit A.

- II. All employees shall be paid an additional ten cents (\$.10) per hour for all regularly scheduled straight time hours worked on any shift which begins between 5:00 PM and 5:00 AM.

- III. All employees shall be paid an additional twenty cents (\$.20) per hour for all regularly scheduled straight time hours worked on any shift which begins between 12 PM and 5 PM.

LETTER OF UNDERSTANDING

This Letter of Understanding outlines an agreement reached between the City of Appleton, the Appleton Professional Police Association (APPA). The Letter of Understanding applies to employees serving as a handler of an Appleton police canine, unless the meaning is expanded by reference.

1. Employees assigned as canine handlers will be granted additional compensation to care for their assigned dog. Canine handlers will receive 20 minutes of overtime compensation per day for work time related to caring for the dog at home, including, but not limited to, training, exercise, feeding, grooming, cleaning the assigned vehicle, cleaning the kennel, and kennel upkeep. The rate of pay shall be that set forth in the applicable Collective Bargaining Agreement. The 20 minutes of overtime pay shall be in addition to compensation for the entire regular shift and any overtime compensation associated with being held over for duty related matters. The 20 minutes of overtime compensation shall apply on off days and leave days, unless otherwise stated in this agreement. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior supervisory approval and will be paid as "other scheduled work" according to Article 4 of the Labor Agreement.

An employee assigned as a canine handler of a dog owned by the MEG will be entitled to the 20 minutes of overtime pay during scheduled work days only if the MEG supervisor is unable to schedule one half hour of canine care and maintenance into the duty day. The handler will be entitled to the 20 minutes of overtime pay for each off day or leave day, unless otherwise stated in this agreement.

2. The City of Appleton shall be responsible for expenses related to its dog's care and maintenance, as deemed necessary by the City; e.g., outdoor pen, kennel, training supplies, as well as all required licenses, immunizations and medical visits. The immunizations and medical needs shall be provided by the City's chosen veterinarian, with prior approval, absent exigent circumstances. Decisions regarding the medical treatment for the canine will be made by the department.
3. The City of Appleton shall determine the appropriate training related to the canine handler and dog.
4. Employees assigned as canine handlers will not receive compensation for commuting to work, either under normal circumstances or those associated with recall. This applies to handlers of dogs owned by the City, as well as those owned by the MEG. Compensation for recall shall apply when the canine handler arrives at the site designated during the recall, prepared to deliver services.
5. Employees selected to be canine handlers must make a 6-year commitment with the understanding that the actual length of the assignment may be influenced by the service life of the dog. No assignment will extend beyond six years unless mutually agreed upon by the handler and the department.
6. Canine handlers must live within a fifteen (15) mile radius of the City of Appleton and are eligible to participate in the one-to-one vehicle program as a K-9 Handler.
7. The City reserves the right to determine the shift assignment of the canine handler. The work schedule shall be that established in the Collective Bargaining Agreement.
8. An employee assigned as a canine handler will be required to carry his or her department issued cellular telephone or pager during off-duty hours, unless on a scheduled leave day or with prior approval of his or her supervisor. The employee will not receive additional compensation for carrying the cellular telephone or pager.
9. If the employee or the dog are unable to perform in their respective capacities because of circumstances that remove them from work; e.g., illness, injury, the department reserves the right to terminate the assignment or reassign the dog to another handler. The 20 minutes of overtime pay awarded for care and maintenance of the canine will not apply if a handler's dog is reassigned. The compensation will be awarded to the person to whom the dog is assigned.
10. When the dog's service life as a police canine has been exhausted, the employee assigned as the dog's handler at that time shall be allowed to purchase the dog for \$1.00. An employee assigned as a handler of a dog owned by the MEG shall be given the same opportunity. The final determination of a dog's useful service life shall be made by the owning agency, either the Appleton Police Department or the Lake Winnebago Area MEG. If, upon

conclusion of an employee's assignment as a canine handler, the canine has a useful service life remaining, it shall be the choice of the owning agency whether to retire or reassign the dog. In the event ownership of the canine is transferred to the handler, the 20 minutes of overtime pay for care and maintenance of the canine, as well as any additional financial support for the direct care and maintenance of the dog will cease.

11. The cost of kenneling services necessary to accommodate an employee's absence associated with paid time off of one (1) week or more will be born by the City. Kenneling services necessitated by any time off less than one week shall be at the expense of the handler. The City reserves the right to select the vendor who will provide kenneling services to their respective police canines. All kenneling services must receive prior approval. The 20 minutes of overtime pay awarded for care and maintenance of the canine shall not apply when the dog is being kenneled at the City's expense.
12. All other terms and conditions of the contract shall apply.
13. The parties agree this Letter of Understanding is effective from the date herein forward and applies to future canine handlers and canine care activities within the term of this agreement.

The Appleton Professional Police Association (APPA) and the employees assigned as canine handlers agree that this Letter of Understanding is reasonable, the result of good faith negotiations and represents a fair and adequate assessment of the amount of time spent caring for the dogs on all days.

The continuation of this program shall be at the sole discretion of the Chief. The Chief may discontinue this program at any time, for any reason.

LETTER OF UNDERSTANDING

SICK LEAVE BANK

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Appleton Professional Police Association (APPA) 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:

Patrick DeWall

Cary Meyer

Neal Rabas

Daniel Tauber

Thomas Wassink

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.

LETTER OF UNDERSTANDING

This Letter of Understanding outlines an agreement reached between the City of Appleton and the Appleton Professional Police Association (APPA). The Letter of Understanding applies to the trial of a Modified Pittman Schedule for APPA Operational employees.

1. Article 3 - Hours of Work: The modified Pittman schedule shall include an average workweek of 38.5 hours using five 12-hr days and two 8 hour days, with a ten (10) minute roll call, every two weeks on a 2on-2off-3on-2off-2on-3off rotation cycle. There shall be eight separate shifts with four working each day. The shifts will start at 7am, 9am, 3pm and 7pm.

Daylight Savings Time: When daylight savings time occurs, officers will be paid for the actual time worked. (In fall, officers who work 13 hours will be compensated at the rate of time and one-half for all hours after 12.) Officers scheduled for an 8 hour day who work 9 hours will be compensated at the rate of time and one half for all hours after 8.) In spring officers who work 11 hours will lose one hour of pay in that pay period to correspond with the time change. Officers who work 7 hours will lose one hour of pay in that pay period to correspond with the time change. In spring, overtime will not be paid until after the officer has worked 12 hours or 8 based on their schedule. For purposes of sick leave, holidays, compensatory time and vacation, a scheduled work day shall be considered the number of hours normally scheduled that day. (e.g. 12 or 8)

2. The objective is to work no more than 16 hours plus roll call in a 24 hour period.
3. Article 7 – Workers Compensation: Last sentence shall be modified as follows: “Employees who are disabled for a period in excess of thirty (30) weeks shall be eligible for continuation of this differential provided that they will be charged six (6) hours for a 12 hour shift and four (4) for a 8 hour shift.”
4. Article 8 – Vacation – Vacations shall be picked by blocks. (e.g. 2 days or 3 days). Full block picks shall have priority. Employees shall use either 12 hours or 8 hours depending on the number of hours they are scheduled for on the days they pick off.

Vacation based on a work week shall be as follows:

- 40 hours vacation after 1 year of service
- 80 hours vacation after 2 years of service
- 120 hours vacation after 8 years of service
- 160 hours vacation after 12 years of service
- 200 hours vacation after 20 years of service

5. Article 10 – Leaves, All Officers shall be granted sick leave with pay at the rate of 8 hours for each full month of service. Employees shall use either 12 hours or 8 hours depending on the number of hours they are scheduled for on the day they use the sick leave.

8. At retirement or death...not to exceed seven hundred twenty (720) hours as compensatory time or cash payment, as the Officer may choose, as a bonus for services given the City. Said seven hundred twenty (720) hours shall be increased by four (4) hour for each time an employee scores "excellent" and two (2) hours for each time an employee scores "good" in the physical fitness testing procedure.

Funeral Leave

- 2. In the event.....not to exceed 24 hours.
- 3. In the event.....not to exceed 80 hours.
- 4. In the event.....paid funeral leave for 8 hours the day of the funeral. Employees will be allowed to substitute other benefits after 8 hours or trade with an employee within their day off group. The employee must work back the time within the 14 day pay period.
- 6. Shift Trades: Non-schedule dependent employees who are assigned to work the Operations shift, shall receive overtime after their assigned scheduled Operations shift. (e.g. after 12 hours or after 8 hours)
- 7. Article 21. Field Training Officer Program. Those individuals participating in the program shall be paid one hour of pay, at the rate of time and one half (1.5) for each 8 hour day and one hour and one half of pay, at the rate of time and one half (1.5) for each 12 hour day, or part of day (8 or 12) that the officer completes the evaluation form and paperwork, in the performance of field officer training officer duties.

The City of Appleton and the Appleton Professional Police Association (APPA) agree to this modified Pittman Schedule. If either party does not agree to continue the Modified Pittman Schedule it shall be discontinued at the end of the term of this contract 2014 - 2016.

 12/4/13

For the City of Appleton

Date



For the Union

12-02-13

Date

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

This PARTICIPATION AGREEMENT, effective as of the _____ date of _____, _____, (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 (attached hereto as Exhibit B) with _____ (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the LaSalle National Bank, or its successor, as trustee (the "Trustee") of the Trust for 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 herein set forth;

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") 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.
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 collective bargaining agreement 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.
4. This Participation Agreement shall cover only those categories of employment for which the present collective bargaining agreement 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 during the term of any collective bargaining agreement between the Employer and the Local Union, during any extensions or renewals thereof and during any period the Employer continues to make Contributions provided that if any negotiated change in the collective bargaining agreement requiring Contributions to the Plan is made, such change must be submitted to the

Administrator for acceptance prior to its becoming effective and binding on the Administrator. 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 collective bargaining agreement 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; or
 - (c) 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 Employer shall pay Contributions to the Plan required by its collective bargaining agreement 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 collective bargaining agreement 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 or unreimbursed health care expenses 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 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 lockbox prior to the transfer to the Trust investment account.

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 collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.

8. The Employer (and the Local Union through the collective bargaining agreement) 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 based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.
9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.
10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank 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 utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and

reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between NRS as Administrator and product provider Nationwide Life Insurance Co. includes commissions.

12. 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.
13. 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.
14. 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.
15. 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.
16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by NRS, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.
17. 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.

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

(Entity Name)

_____, 20____

By _____
Entity Signature

_____, 20____

By _____
NRS Representative
Nationwide Retirement Solutions, Inc.
(NRS as Administrator)

