

LABOR AGREEMENT  
2024-2026  
BETWEEN  
CITY OF APPLETON  
AND THE

APPLETON PROFESSIONAL POLICE ASSOCIATION

ARTICLE	TITLE	PAGE
1	PURPOSE OF AGREEMENT	1
2	RECOGNITION	1
3	HOURS	1
4	OVERTIME	2
5	PAY PERIOD	4
6	SALARIES (Exhibit A attached)	4
7	WORKER'S COMPENSATION	4
8	VACATIONS	4
9	PAID HOLIDAYS	5
10	LEAVES	6
11	HEALTH AND DENTAL INSURANCE	8
12	POST EMPLOYMENT HEALTH PLAN	8
13	RETIREMENT CONTRIBUTION	8
14	LIFE INSURANCE	8
15	CLOTHING ALLOWANCE AND EQUIPMENT	8
16	COMPENSATION FOR ATTENDING TRAINING PROGRAMS	9
17	RULES AND REGULATIONS	9
18	GRIEVANCE PROCEDURE	9
19	MILITARY LEAVE	10
20	SUSPENSION, DISMISSAL & REDUCTION IN RANK	10
21	FIELD TRAINING OFFICER PROGRAM	12
22	CANINE HANDLING	12
23	DEFENSE OF OFFICERS BY CITY ATTORNEY	12
24	AMENDMENT PROVISION	12
25	SAVINGS CLAUSE	13
26	NO OTHER AGREEMENT	12
27	CHANGES IN THE TERMS OF THIS AGREEMENT	12
28	EDUCATION REIMBURSEMENT	12
29	FUNCTION OF MANAGEMENT	13
30	DUES DEDUCTION	13
31	ONE-TO-ONE CAR PLAN	14
32	PHYSICAL FITNESS PROGRAM	14
33	POSITION ENHANCEMENT PROGRAM	16
34	WEIGHT STANDARDS	15
35	JURY DUTY	15
36	LAYOFF	16
37	SURVIVOR BENEFITS	16
38	ASSOCIATION BARGAINING COMMITTEE/ASSOCIATION BUSINESS	16
39	NO STRIKE CLAUSE	17
40	TERM OF AGREEMENT	17
EXHIBIT A	SALARY SCHEDULE	19-20
	LETTER OF UNDERSTANDING – Week Day Patrol	21

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 officer covered by this Agreement  
8 because of their membership or activities in the Association, nor will the City interfere with the rights of such officers to  
9 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 officers of the Appleton Police  
17 Department with the power of arrest, excluding the Chief of Police, Assistant Chief, Captain, Lieutenant, and  
18 Executive, Supervisory, Managerial and Confidential employees.  
19

20 ARTICLE 3 – HOURS

21  
22 A. Hours of Work: The modified Pittman schedule shall include an average workweek of 38.5 hours using a six-  
23 week rotating cycle of eight (8) and twelve (12) hour shifts with a ten (10) minute briefing preceding each shift.  
24 Each six-week cycle shall consist of three (3) two-week segments of 2-on-2-off-3-on-2-off-2-on-3-off shifts.  
25 Each segment shall include five (5) 12-hour shifts and (2) 8-hour shifts.  
26

27 There will be eight (8) separate work groups with four (4) working each day. The primary start times for each  
28 group shall be 0700, 0900, 1500, and 1900 with secondary start times of 1100 and 2300. Secondary start  
29 times, or occasional times outside those listed, will be utilized as needed based on location of 8-hour shifts  
30 within the segment and the staffing needs of the department. An example being an officer working 0900-1700  
31 requiring a second officer to begin their shift at 1700 to maintain minimums.  
32

33 Hours of Work for weekday patrol: A normal scheduled work day shall consist of an eight (8) hour and ten  
34 (10) minute shift which shall include a ten (10) minute briefing time normally scheduled prior to the designated  
35 shift hour and used primarily for the purpose of orientation and briefing.  
36

37 B. Work Schedule: The modified Pittman schedule shall include an average workweek of 38.5 hours using a six-  
38 week rotating cycle of eight (8) and twelve (12) hour shifts with a ten (10) minute briefing preceding each shift.  
39 Each six-week cycle shall consist of three (3) two-week segments of 2-on-2-off-3-on-2-off-2-on-3-off shifts.  
40 Each segment shall include five (5) 12-hour shifts and (2) 8-hour shifts, except that new officers shall work a  
41 five (5) day week, Monday through Friday, during their formal training period. All officers not on this schedule  
42 shall be scheduled by the Police Department to work 2007.46 hours per year. It is understood that this may  
43 require minor deviation from the basic schedule for adjustment purposes. Notwithstanding the provisions of  
44 this paragraph, the City shall have the right to amend the work schedule in order to accomplish imbalanced  
45 deployment by shift and by day of week in accordance with the expected workload, provided, however, that  
46 changes to an individual's schedule to accomplish imbalanced deployment by day of week shall not affect  
47 more than three (3) scheduled work days per officer during a fourteen (14) week cycle and further provided  
48 that such day of week imbalance shall not affect an officer's regularly scheduled days off other than the first or  
49 third days of a three (3) day cycle without the officer's consent. The officer will be allowed four (4) straight  
50 hours of non-FLSA compensatory time off for each schedule change. The City agrees to ask for volunteers  
51 for proposed changes in the basic schedule prior to requiring such changes. Officers may mutually exchange  
52 work schedules with prior approval of the supervisor.  
53

1 Officers who are currently assigned duties requiring them to work a schedule other than the modified Pittman  
2 schedule may, with permission of their Assistant Chief, forfeit up to five of their contractual off days.  
3 Officers shall be paid for eight hours at their regular straight time for each day forfeited. Payment for days  
4 forfeited during a year will be made with the holiday payment in November of that year.  
5

6 Non-patrol dependent officers may request to modify their work schedule, by working more than eight (8.25)  
7 hours per day at straight time, not requiring overtime under this article. The time for time schedule adjustment  
8 must be taken within the 28-day FLSA cycle as not to create FLSA overtime or compensatory time. This  
9 request must be made to the supervisor and the supervisor must approve prior to the modification of the  
10 schedule taking place. The approval and continuation of the approval shall be at the discretion of the City.  
11

12 Work Schedule for weekday patrol: The work schedule shall consist of five (5) days on, two (2) days off, five  
13 (5) days on, two (2) days off, five (5) days on, two (2) days off, four (4) days on, and three (3) days off. This  
14 schedule incorporates contract days off.  
15

- 16 C. Standby: Standby status will not be required of officers of the Appleton Police Department. Should  
17 emergency necessitate additional personnel, the personnel will be ordered to duty and compensation will be  
18 paid in accordance to the terms and provisions of this Agreement.  
19
- 20 D. Each officer shall be allowed to work up to 16 ½ scheduled hours in a 24 hour period, unless approved  
21 otherwise by the Chief for extenuating circumstances.  
22
- 23 E. Daylight Savings Time: When daylight savings time occurs, officers will be paid for the actual time worked. In  
24 fall, officers who work 13 hours will be compensated at the rate of time and one-half for all hours after 12.  
25 Officers scheduled for an 8-hour day who work 9 hours will be compensated at the rate of time and one half  
26 for all hours after 8. In spring officers who work 11 hours will lose one hour of pay in that pay period to  
27 correspond with the time change. Officers who work 7 hours will lose one hour of pay in that pay period to  
28 correspond with the time change. For purposes of sick leave, holidays, compensatory time and vacation, a  
29 scheduled workday shall be considered the number of hours normally scheduled that day. (e.g. 12 or 8)
- 30 F. Workday: The workday shall be defined as a 24-hour period beginning at 12:01 a.m.  
31
- 32 G. Officers shall be allowed to trade shifts with other officers pursuant to departmental procedures for  
33 trading. Additionally, officers shall be allowed to trade compensatory time in lieu of working back a trade day  
34 pursuant to departmental procedures. The traded compensatory time must be for the same number of  
35 hours worked.  
36

#### 37 ARTICLE 4 – OVERTIME 38

39 Officers will be compensated at the rate of time and one-half (1 ½) based on their normal rate of pay for all hours  
40 worked in excess of the scheduled workday or work week. Overtime and normal scheduled workday compensation  
41 may be either by pay or time, the choice to be determined by the officer.  
42

43 Up to one hundred twenty (120) hours of compensatory time may be carried over from one year to the next. Any  
44 compensatory time in excess of one hundred twenty (120) hours at the end of the last full payroll period of the year  
45 shall be paid in cash, at the wage rate in effect at that time, on either the last paycheck in December or the first  
46 paycheck in January. Officers must notify, in writing, the Police Department staff person responsible for payroll by  
47 December 1 of their choice. Failure to notify in writing will result in the pay out of compensatory time on the last  
48 paycheck in December. If the officer chooses to take the pay out on the first check in January, the payout shall be at  
49 the previous year's rate. Officers may request to be paid out for some or all of their accumulated compensatory time  
50 balance on any payroll with the appropriate notice to the department.  
51

1 The following definitions shall apply to determine payment:  
2

- 3 1. Court: Court shall include any time an officer is instructed by the Chief or designee or subpoenaed (including  
4 City of Appleton court notices) to appear in person, or through telephonic communication, in any court, legal  
5 proceedings (including depositions), preparatory meetings with District Attorney's, City Attorney's and other  
6 appointed counsel which appearance is related to or arises out of the officer's scope of employment.  
7

8 Meetings or telephonic communication made outside of the officer's normal work shift require prior approval  
9 from an on-duty supervisor. If an attorney or other appointed counsel initiate contact directly to an officer at  
10 their home, and the officer is required to return the telephone call from home prior to their next scheduled  
11 work shift, prior approval is not required. The officer must report immediately to their supervisor the subject  
12 and the reason of the telephone call which required immediate response.  
13

14 Court pay shall be three (3) hours straight time plus time and one-half for time worked. These three (3) hours  
15 may be paid out or may be banked as compensatory time.  
16

- 17 2. Re-call: Re-call shall include any time an officer is called back to work or a change in shift without notification  
18 by the end of the last regularly scheduled shift before the shift change.  
19

20 Re-call pay shall be three (3) hours straight time plus time and one-half for time worked. These three (3)  
21 hours may be paid out or may be banked as compensatory time.  
22

- 23 3. All other scheduled work.  
24

25 Time and one-half for all time worked.  
26

- 27 4. Court Cancellation: An officer scheduled to make a court appearance outside their regularly scheduled  
28 workday or workweek shall follow the department procedure to verify if court has been canceled. If court has  
29 been canceled, the officer shall not report and will not be eligible for court cancellation pay. If court is  
30 canceled after following procedure, then the officer shall be eligible for court cancellation pay. The City  
31 agrees that no changes will be made in the court cancellation criteria without the prior approval of the  
32 Association.  
33

34 Court cancellation shall be three (3) hours straight time pay. These three (3) hours may be paid out or can be  
35 banked as compensatory time.  
36

37 Notwithstanding the provision of this article, officers shall not be eligible for court pay, re-call pay or court  
38 cancellation pay if the officer is performing other scheduled work. If an officer is called while performing  
39 "other scheduled work", the officer shall be eligible for re-call pay if the time performed doing the re-call work  
40 goes beyond the hours of the other scheduled work.  
41

42 An officer recalled to work or required to appear in court shall receive three (3) hours call-in pay at their regular  
43 straight time rate plus pay for the actual hours worked at the rate of time and one-half (1 ½). Hours of work are  
44 defined as when the officer is in a department issued vehicle or has arrived at the department, is in department  
45 appropriate attire, and has the necessary equipment to carry out their work (10-41). Call-in pay for an officer recalled  
46 to work shall not apply when the recall occurs within one-half (1/2) hour, defined as equal to or less than 30.00  
47 minutes, of the conclusion of the officer's scheduled shift. Call-in pay for court appearances shall not apply when  
48 such appearances are commenced within one-half (1/2) hour, defined as equal to or less than 30.00 minutes, of the  
49 start or the conclusion of the officer's scheduled shift.  
50

51 Officers shall not be eligible for call-in pay when recalled or for court appearances occurring within one-half (1/2) hour,  
52 defined as equal to or less than 30 minutes, of a prior recall or court appearance time if the officer received call-in pay.

1 These recalls or court appearances which would otherwise have been eligible for the three-hour payment shall be  
2 paid on the basis of actual time worked at the rate of time and one-half (1 ½) or three hours straight time pay,  
3 whichever is greater.  
4

5 Officers who are not eligible for call-in pay as a result of the one-half (1/2) hour exclusions, defined as equal to or less  
6 than 30.00 minutes, mentioned in the above two paragraphs shall be paid from the end of the previous work time to  
7 the notification of the call-in, if at the end of their scheduled shift and from the beginning of the court appearance until  
8 the start of their shift if the court appearance occurs at the beginning of their scheduled shift but not more than one-  
9 half hour, at the rate of time and one-half, in addition to the pay referred to in the above two paragraphs.  
10

11 Notwithstanding the provisions of this Article, time spent performing police functions in normal off-duty hours  
12 occasioned by use of a one-to-one marked car shall not entitle officers to pay for overtime or call time except as  
13 provided in the published policy related to the one-to-one car plan.  
14

15 Officers who are called by a supervisor on the telephone, outside of their regularly scheduled hours, to provide  
16 information related to the operation of the department, shall be paid for the time actually spent on the telephone, but  
17 not less than one (1) hour straight time, if the call exceeds 10-minutes.  
18

19 Officers who are required to participate in training on their off-duty time shall be paid or receive compensatory time at  
20 the rate of time and one half for actual time spent at such training and for reasonable travel time but shall not be  
21 eligible for call time or any minimum payment. To accommodate officers who request to voluntarily participate in  
22 training on their off-duty time, the department will attempt to schedule the officer for time off in either the same FLSA  
23 period for training time worked so as not to create FLSA overtime or outside of the FLSA period in exchange for  
24 training time worked. When the department is not able to schedule time off in exchange for training time worked, the  
25 officer shall be paid overtime.  
26

27 When travelling to training directly from their residence, officers shall not be compensated for total travel time that is  
28 less than or equal to the regular and ordinary time necessary for said officer to travel from home to work.  
29

30 Shift Trades: Non-patrol dependent officers who are assigned to work the Operations shift, shall receive overtime after  
31 their assigned scheduled Operations shift (e.g. after 12 hours or after 8 hours).  
32

### 33 ARTICLE 5 – PAY PERIOD

34  
35 All officers shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday, pay  
36 shall be no later than Friday. Payment shall include compensation for hours the preceding two (2) week period  
37 ending Saturday at midnight (all hours based on an average).  
38

### 39 ARTICLE 6 – SALARIES – EXHIBIT A

### 40 41 ARTICLE 7 – WORKER'S COMPENSATION

42  
43 Any full-time officers receiving worker's compensation shall be paid the difference between their pay at the disability  
44 date and worker's compensation benefits. This differential shall be paid for a period up to, but not to exceed thirty  
45 (30) weeks commencing from the disability date. Officers who are disabled for a period in excess of thirty (30) weeks  
46 shall be eligible for continuation of this differential provided that they will be charged four (4) hours sick leave for each  
47 scheduled work day of additional disability. Payment of this differential shall continue for the length of disability or for  
48 a period of twenty-two (22) weeks or until the officer's sick leave balance is exhausted, whichever comes first.  
49

### 50 ARTICLE 8 – VACATIONS

51  
52 The vacation policy for the Police Department to be on a work week basis as follows:

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

40 hours vacation upon hire (hired prior to 7/1)  
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.  
176 hours vacation after 15 years of service  
200 hours vacation after 20 years of service.

Year of hire: Persons hired prior to July 1 of any year shall receive 40 hours of vacation during their year of hire.

Regular officers shall be entitled to paid vacation benefits as of January 1 of each year based upon their length of continuous service. For purposes of determining future vacation eligibility, the year of hire shall be treated as a full year of service. Vacation allowances shall not be cumulative and must be taken between January 1 and December 31, except that the first 40 hours of unused vacation will be carried over. Any hours in addition to the carry over hours, up to 40 hours, may be paid to the Post Employment Health Plan or H.S.A. An officer choosing to have unused vacation paid to the Post Employment Health Plan or H.S.A. shall complete and submit the appropriate departmental form.

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

The Police Chief or designee shall have a vacation schedule available for members on or before January 1, preceding the year vacations are to run, so that picking vacations can be completed by March 1. Vacation picks for patrol shall be accomplished by a rotation of vacation block requests followed by single vacation day requests. For purposes of this article, a block shall be defined as two (2) or more consecutive work days. The vacation block requests will be approved on a seniority basis with the most senior officer being granted the requested block followed by the next senior until the first, second, and third rounds of vacation block requests are complete. All subsequent block requests submitted during the fourth submission period as designated by the Scheduling Supervisor will be approved based on seniority. All vacation requests submitted after the rotation above has been completed will be granted on a first come first serve basis, with seniority serving as the tie breaker for requests submitted at the same time.

Officers shall use vacation time to cover the hours of their scheduled shift not including briefing time.

ARTICLE 9 – PAID HOLIDAYS

New Year's Day	Independence Day
Labor Day	Easter
Thanksgiving Day	Memorial Day
Christmas Eve	Christmas Day
Floating Holiday	

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

In lieu of any further compensation for the above holidays, patrol officers shall receive 128 hours pay and non-patrol officers (officers who have 122 contract days off annually) shall receive 100 hours pay per year at their regular straight time rate. For purposes of the above pay out for non-patrol officer, the floating holiday shall be calculated as if it

1 occurred during the first pay period of April. The floating holiday for non-patrol officers is included in the (122) days off  
2 annually as referenced in Article 3 – Hours, B. Work Schedules. Such payment shall be made no later than the last  
3 pay period in November and shall apply only to officers on the payroll as of December 1<sup>st</sup>. Officers who retire or  
4 terminate prior to December 1 shall receive a pro-rata payment based on the number of holidays that fall prior to their  
5 last day of work. Officers who have worked in both a patrol and non-patrol capacity and new officers who have  
6 worked for less than one year as of December 1, shall receive a pro-rata payment.

7  
8 The floating holiday shall be part of the pro-rated calculation for retirees.

9  
10 ARTICLE 10 – LEAVES

11  
12 A. Sick Leave

13  
14 . Effective 1/1/2023, all officers shall accumulate sick leave with pay at the rate of 4 hours per month for each  
15 full month of service.

- 16  
17 1. For purposes of this paragraph, "service" shall include time on paid sick leave. Sick leave shall accrue  
18 from the officer's starting date but may not be taken during the first sixty (60) days of employment.  
19 2. Sick leave shall be accumulated but not to exceed one-hundred thirty five (135) working days.  
20 3. All sick leave shall be subject to administration by the Police Chief.  
21 4. A member of the Association may use accumulated sick leave with pay for absences necessitated by  
22 their injury, illness or required dental care, or illness of their immediate family. Immediate family shall be  
23 defined as spouse, dependent children, parents, or relatives living in the household. Clarification: Parent  
24 does not include mother-in-law or father-in-law.  
25 5. In order to be granted sick leave with pay, an officer must:  
26 a) Report promptly to the Department the reason for their absence.  
27 b) Keep the department informed of their condition if absence is of more than three (3) working days  
28 duration.  
29 c) Permit the City to make medical examination or nursing visit as it deems desirable.  
30 d) Submit a Medical Certificate for any absence of more than three (3) consecutive working days if  
31 required by the City.  
32 6. Officers shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while  
33 working for another employer for pay, when such absence is compensable under worker's compensation  
34 through the other employer.  
35 7. At retirement, the retired officer shall receive payment for their unused accumulated sick leave up to but  
36 not to exceed seven hundred twenty (720) hours paid to the PEHP.

37  
38 At death, the deceased officer's unused accumulated sick leave and all other benefits owed shall be  
39 deposited into the officers account used for payroll.

40  
41 Officers shall use sick time to cover the hours of their scheduled shift not including briefing time.

42  
43 B. PTO (Paid Time Off) Leave

44  
45 Officers on the payroll on 1/1/11 shall receive 32 PTO hours each year to be used as paid time off. Any PTO  
46 hours not used as of December 31<sup>st</sup> will be paid out on the first paycheck in January at the previous year's  
47 rate.

48  
49 For those officers eligible for 32 PTO hours – PTO hours shall be pro-rated in the year of termination or  
50 resignation as follows:  
51  
52

1	January – March	0
2	April – June	8 hours
3	July – September	16 hours
4	October – December	24 hours

5  
6 Officers hired after 1/1/11 shall receive 24 PTO hours each year until January 1 following the year said officer  
7 qualifies for the Senior Police Officer by passing the Position Enhancement Program test. On January 1  
8 following that year the officer will receive 32 PTO hours each year to be used as paid time off. Any PTO  
9 hours not used as of December 31<sup>st</sup> will be paid out on the first paycheck in January at the previous year's  
10 rate.

11  
12 For those officers eligible for 24 hours – PTO hours shall be pro-rated in the year of hire, termination or  
13 resignation as follows:

14		<u>Hired</u>	<u>Leaving</u>
15	January – April	16 hours	0 hours
16	May – August	8 hours	8 hours
17	September – December	0 hours	16 hours

18  
19  
20 At the time of retirement, officers who qualify for an annuity under the Wisconsin Retirement Fund shall  
21 receive their full unused balance of PTO pursuant to the PEHP.

22  
23 Officers shall use PTO to cover the hours of their scheduled shift not including briefing time.

24  
25 C. Funeral Leave

- 26  
27 1. Funeral leave shall be administered by the Chief.  
28 2. In the event of death within the officer's immediate family, the officer will be paid for the scheduled time  
29 lost during the period from two days before the funeral up to and including two days after the funeral, but  
30 not to exceed twenty-four hours maximum. Immediate family shall be defined as non-dependent child,  
31 grandchildren, parents, sister, brother, mother-in-law, father-in-law, or any other relative living in the  
32 officer's residence at the time of death.  
33 3. In the event of the death of the officer's spouse or dependent child, the officer will be paid for scheduled  
34 time lost from the date of death, but not to exceed ten (10) working days ((eighty (80) hours maximum)).  
35 Leave must be taken within sixty (60) days of the death.  
36 4. In the event of the death of an officer's or spouse's grandparent the officer will be given the paid funeral  
37 leave for the day ((eight (8) hours maximum)) of the funeral, provided the officer was scheduled to work  
38 and attends the funeral. Officers will be allowed to substitute other benefits after 8 hours or trade with  
39 another officer.  
40 5. Funeral leave shall not be deducted from accumulated sick leave.

41  
42 D. Leave of Absence Without Pay

- 43  
44 1. Requests for leave of absence without pay for justifiable reasons shall be made by written application on  
45 a form provided by the Human Resources Office and be submitted at least two (2) days prior to the  
46 anticipated leave.  
47 a) For a leave not to exceed three (3) consecutive days, their request shall be made to and approved by  
48 the Police Chief.  
49 b) For a leave in excess of three (3) consecutive days, or for a partial leave of absence, they shall make  
50 their request to the Director of Human Resources after securing the approval of the Chief.



- c) No officer shall be granted a leave of absence without pay unless such officer 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) Officers 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 officer's seniority date.
2. A leave of absence without pay shall be granted to officers 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 leave of absence may be considered for up to one calendar year. If leave is needed beyond one calendar year and it is related to a medical condition, then employee may be placed on an inactive status. Inactive status may only be considered if:

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

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

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

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

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

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

ARTICLE 11 – HEALTH AND DENTAL INSURANCE

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

Health Insurance

Officers shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.

1 Dental Insurance

2  
3 Provided the employer offers a Dental Plan, officers shall pay the same contribution as non-represented employees  
4 on plans offered by the City to non-represented employees.  
5

6 ARTICLE 12 – POST EMPLOYMENT HEALTH PLAN

7  
8 The City of Appleton agrees to participate in a Post Employment Health Plan. The employer agrees to contribute to a  
9 Plan on behalf of officers represented by the Appleton Professional Police Association.

10 For the term of this agreement, the Employer shall contribute for each eligible officer the amount of \$10 per month.  
11  
12

13 ARTICLE 13 – RETIREMENT CONTRIBUTION

14  
15 Officers agree to pay the same contribution as general municipal employees for funding benefits under the Wisconsin  
16 Retirement Fund.  
17

18 ARTICLE 14 – LIFE INSURANCE

19  
20 The term life insurance program, providing \$50,000 worth of life insurance per officer shall be continued. The City will  
21 assume 100% of the cost of the aforesaid life insurance program.  
22

23 ARTICLE 15 – CLOTHING ALLOWANCE

24  
25 New officers to the department shall receive a one-time \$600 initial clothing allowance, which will be added to the  
26 officers first paycheck. This allowance shall be considered a loan to each probationary officer. Officers who fail to  
27 complete probation shall re-pay the City this allowance or turn over to the City all uniform and equipment items  
28 purchased with the clothing allowance loan. Should the uniform and equipment items turned in to the City represent a  
29 purchase value of less than the loan, the officer shall be liable for the difference. Upon successful completion of the  
30 probationary period, the loan shall be considered forgiven.  
31

32 In addition, department issued duty weapon, three (3) magazines, badge, body armor, and apparel patches will be  
33 turned over to the department upon end of employment for all officers.  
34

35 All officers are required to obtain and maintain per department standards, all clothing and equipment required by the  
36 City for duty and special assignments.  
37

38 The City reserves the right to set standards for and regulate items of equipment and uniform clothing to include, but  
39 not be limited to, color, style, fabric, material, brand and specifications. The City further reserves the right to  
40 determine the serviceability of any items of uniform clothing and equipment.  
41

42 In the event an officer's uniform, equipment, and/or eye wear are damaged or destroyed as the result of an unusual or  
43 extreme incident occurring in the course of their duty, the City shall pay the cost of repairing such damage or shall pay  
44 for its replacement and shall thereupon be entitled to collect any restitution ordered by the Courts. It is understood  
45 and agreed in accordance with this paragraph that payment hereunder will be made in the instances such that are of  
46 an emergency or extreme nature, such as apprehension of an individual or an unusual incident which required  
47 emergency or extreme action on the part of an officer.  
48

49 The City will provide body armor to all newly hired officers. The City shall replace the City provided body armor on a  
50 five-year rotating cycle. The wearing of body armor shall be mandatory for all officers to whom the City has provided  
51 it unless the City grants an exemption. The City shall be responsible for the maintenance cost to a City supplied vest  
52 between the time of issuance and replacement of said vest.

1  
2 A joint-labor management committee shall recommend specifications and manufacturers and an implementation plan  
3 to the Police Chief.  
4

5 ARTICLE 16 – COMPENSATION FOR ATTENDING TRAINING PROGRAMS  
6

7 The City shall pay expenses incurred by officers ordered to attend training programs by the Chief or designee.  
8

9 ARTICLE 17 – RULES AND REGULATIONS  
10

11 The rules and regulations of the Appleton Police Department as established by the Police and Fire Commission of the  
12 City of Appleton in accordance with the provisions of and pursuant to Chapter 111.7, Section 62.13 of the Wisconsin  
13 Statutes, shall be made part of this Agreement by reference.  
14

15 The Association recognizes the right of the Employer to promulgate reasonable rules and regulations from time to  
16 time, provided a copy is submitted to the Association ten (10) days before implementation.  
17

18 ARTICLE 18 – GRIEVANCE PROCEDURE  
19

20 Both the Association and City recognize that grievances and complaints should be settled promptly and at the earliest  
21 possible steps and that the grievance process must be initiated within fifteen (15) days (Saturdays, Sundays and  
22 holidays excluded) of the incident or within fifteen (15) days (Saturdays, Sundays and holidays excluded) of the officer  
23 or Association learning of the incident. Any grievance not reported or filed within the time limits set forth above shall  
24 be invalid, provided, however, that the time limits may be extended by mutual consent of the parties.  
25

26 Any grievance not reported or filed within the time limits set forth above, and any grievance not properly presented to  
27 the next step within the time limits set forth below, shall be invalid, provided, however, that the time limits may be  
28 extended by mutual agreement.  
29

30 Any difference of opinion or misunderstanding as to the application or interpretation of the terms and conditions of this  
31 agreement shall be handled in the following manner:  
32

- 33 1. The aggrieved officer or the Association shall present the grievance orally to their supervisor either alone or  
34 accompanied by an Association representative.
- 35 2. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Assistant  
36 Chief within five (5) days (Saturdays, Sundays and holidays excluded) of completion of Step 1. Such  
37 grievance shall specify the provisions of this agreement which were allegedly violated. Within five (5) days  
38 (Saturdays, Sundays and holidays excluded) the Assistant Chief shall furnish the officer and the Association  
39 with a written answer to the grievance.
- 40 3. If the grievance is not settled at the second step, the grievance shall be presented in writing to the Police  
41 Chief within five (5) days (Saturdays, Sundays and holidays excluded) from receipt of the written response in  
42 Step 2. The Chief shall, within five (5) days (Saturdays, Sundays and holidays excluded), hold an informal  
43 meeting with the aggrieved officer, Assistant Chief/or Captain and Association representative.  
44

45 If the grievance is not resolved to the satisfaction of all parties within five (5) days (Saturdays, Sundays and  
46 holidays excluded), either party may proceed to the next Step.  
47

- 48 4. The grievance shall be presented in writing to the Human Resources Director or designee within seven (7)  
49 days (Saturdays, Sundays and holidays excluded) of completion of Step 3.  
50
- 51 a. The Human Resources Director or designee shall within five (5) days (Saturdays, Sundays and holidays  
52 excluded) set up an informal meeting with all parties involved up to this point. Within seven (7) days

1 (Saturdays, Sundays and holidays excluded) after this meeting, a determination shall be made and  
2 reduced to writing and copies submitted to all parties involved.  
3

- 4 5. If the grievance is not settled at the fourth step of the grievance procedure, the aggrieved party may within  
5 five (5) days (Saturdays, Sundays and holidays excluded) submit the grievance to an arbitrator. The  
6 arbitrator shall be selected by the Wisconsin Employment Relations Commission. The decision of the  
7 arbitrator shall be final and binding on all parties except for judicial review. Both parties shall share equally  
8 the cost and expenses of the arbitrator proceedings, if any, including transcript fees. Each party, however,  
9 shall bear its own cost of their representative, attorneys and witnesses.

10  
11 The Association may appoint representatives of the Association and shall inform the City of the names of the  
12 individuals so appointed and of any change thereafter made in such appointment. The City shall allow the  
13 representatives the necessary time to process grievances during the course of the duty day.  
14

#### 15 ARTICLE 19 – MILITARY LEAVE

16  
17 Officers having permanent status and who are duly enrolled members of the National Guard, the State Guard, the  
18 Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Naval Reserve Corps, the Marine Corps  
19 Reserve or any other reserve component of the military or naval forces of the United States or the State of Wisconsin  
20 now or hereafter organized or constituted under Federal Law, are entitled to leaves of absence without loss of time to  
21 enable them to attend military or naval schools, field camps of instruction and naval exercises which have been duly  
22 ordered held, but not to exceed twenty (20) days, in the calendar year in which so ordered and held. All military leave,  
23 including active duty shall be governed by USERRA.  
24

25 The difference in pay between military pay during time of attendance and the officer's regular pay during the same  
26 period shall be paid by the City.  
27

28 The leave granted is in addition to all other leaves.  
29

#### 30 ARTICLE 20 – SUSPENSION, DISMISSAL AND REDUCTION IN RANK

31  
32 Suspension, dismissal and reduction in rank of officers from the Police Department shall be governed by Section  
33 62.13 of the Wisconsin Statutes.  
34

35 All newly hired officers shall be considered probationary for one year from the time they complete the FTO period,  
36 unless for extenuating circumstances.  
37

38 Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory  
39 completion of probation.  
40

41 A regular officer is hereby defined as a person who has satisfactorily completed their probationary period and is hired  
42 to fill a full-time position in the Table of Organization.  
43

44 The seniority of a regular officer who has satisfactorily completed probation shall date from their date of employment.  
45 Proper records indicating status of officers shall be maintained. Seniority shall be established for each officer and  
46 shall consist of the total calendar time elapsed since the date of their employment. Seniority rights terminate upon  
47 discharge or quitting.  
48  
49  
50  
51  
52

1 ARTICLE 21 – FIELD TRAINING OFFICER PROGRAM

2  
3 Notwithstanding any other provisions of this Agreement, the City shall have the right to establish policy for the  
4 implementation of a Field Training Officer program including but not limited to the right to determine eligibility for  
5 participation in the program.  
6

7 Those individuals participating in the program shall be paid one hour of pay, at the rate of time and one half (1.5) for  
8 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  
9 of day (8 or 12) that the officer completes the evaluation form and paperwork, in the performance of field training  
10 officer duties.  
11

12 ARTICLE 22 - CANINE HANDLERS

13  
14 Notwithstanding any other provisions of this Agreement, the Chief shall have the right to establish policy for the  
15 implementation and maintenance of a Canine Handler program including but not limited to the right to determine  
16 eligibility for participation in the program and other program administrative requirements. The continuation of the  
17 canine program shall be at the sole discretion of the Chief.

18 Officers serving as Canine Handlers shall be paid 20 minutes of overtime compensation per day for work time related  
19 to caring and maintenance of the canine. The 20 minutes of overtime pay shall be in addition to compensation for the  
20 entire regular shift and any overtime compensation associated with being held over for duty related matters. The 20  
21 minutes of overtime compensation shall apply on off days and leave days, or unless otherwise stated in departmental  
22 policy. Additional hours outside of the normal workday spent in extraordinary care of the canine must receive prior  
23 supervisory approval and will be paid as "other scheduled work" according to Article 4.

24 The cost of kenneling services necessary to accommodate an officer's absence associated with paid time-off of one  
25 (1) week or more will be borne by the City. Kenneling services necessitated by any time-off less than one (1) week  
26 shall be at the expense of the handler. The 20-minutes of overtime pay awarded for care and maintenance of the  
27 canine shall not apply when the cost for kenneling is at the City's expense.

28 An officer assigned as a canine handler will be required to carry their department issued cellular telephone during off-  
29 duty hours, unless on a scheduled leave day or with prior approval of their supervisor. The officer will not receive  
30 additional compensation for carrying the cellular telephone.

31 The City reserves the right to determine the shift assignment of the canine handler.

32  
33 ARTICLE 23 – DEFENSE OF OFFICERS BY THE CITY ATTORNEY

34  
35 The City shall authorize the City Attorney to defend actions brought against any officer growing out of the acts done in  
36 the course of their employment or out of any alleged breach of their duty as such officer. Any judgment obtained  
37 against such officer shall be paid by the City, provided the officer did not act in bad faith.  
38

39 ARTICLE 24 – AMENDMENT PROVISION

40  
41 This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and  
42 executed by the City and the Association where mutually agreeable. The waiver of any breach, term or condition of  
43 this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and  
44 conditions.  
45  
46  
47  
48

1 ARTICLE 25 – SAVINGS CLAUSE

2  
3 If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by  
4 any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be  
5 restrained by such tribunal, the remainder of the Agreement and the addendum shall not be affected thereby, and the  
6 parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually  
7 satisfactory replacement for such Article or Section.  
8

9 ARTICLE 26 – NO OTHER AGREEMENT

10  
11 The employer agrees not to enter into any other Agreement written or verbal with the members of the Police  
12 Department individually or collectively which in any way conflicts with the provisions of this Agreement.  
13

14 ARTICLE 27 – CHANGES IN THE TERMS OF THIS AGREEMENT

15  
16 If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this  
17 Agreement or any extension thereof, they shall notify the other party in writing of its desire to enter into such  
18 negotiating one hundred and fifty (150) days prior to the end of the contract period.  
19

20 ARTICLE 28 – EDUCATION REIMBURSEMENT

21  
22 Any officer who possesses or comes to possess a baccalaureate degree in Police Science, Police Administration or a  
23 field substantially relating to policing from an institution accredited by the North Central Association shall be paid in  
24 accordance with the "Baccalaureate Degree" schedule of Exhibit "A".  
25

26 The City will reimburse up to 50% of the cost of required books and tuition for successful completion of courses taken  
27 to obtain a baccalaureate or master degree in Police Science, Police Administration or a field substantially related to  
28 Policing as determined by the Chief, from an institution accredited by the North Central Association. Successful  
29 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  
30 grades are issued. The tuition payment by the City shall not exceed that charged by the University of Wisconsin  
31 system for similar courses.  
32

33 Officers who wish to attend a master's degree program, shall submit their request to the Chief, prior to the start of the  
34 class. The Chief shall review on a class by class request and will have sole discretion on the approval.  
35

36 Student classroom and study hours shall not be construed as work hours nor be subject to compensation.  
37

38 Officers must follow the Department Procedure to be eligible for reimbursement.  
39

40 ARTICLE 29 – FUNCTION OF MANAGEMENT

41  
42 Except as herein otherwise provided, the management of the Department and the direction of the working forces,  
43 including the right to hire, promote, demote, lay-off, suspend without pay, discharge for proper cause, transfer,  
44 determine the number of officers to be assigned to any job classification or to determine the job classification needed  
45 to operate the Employer's jurisdiction is vested exclusively with the Employer.  
46

47 It is further agreed, except as herein otherwise provided, that the responsibilities of management include, but are not  
48 limited to those outlined in this Agreement. In addition to any functions specified herein, the Employer shall be  
49 responsible for fulfilling all normal managerial obligations, such as planning, changing, or developing new methods of  
50 work performance, establishing necessary policies, organizations and procedures, assigning work and establishing  
51 work scheduled, and of applying appropriate means of administration and control. Provided however, that the exercise  
52 of the foregoing rights by the City will not be used for the purpose of discrimination against any member of the

1 Association or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be  
2 construed to abrogate the provisions of the grievance procedure.

3  
4 ARTICLE 30 – DUES DEDUCTION  
5

- 6 A. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of  
7 officers who individually sign a dues deduction authorization form provided by the Employer where the Officer  
8 is knowingly and affirmatively consenting to the deduction of dues from the officer's paycheck, including any  
9 Local Association dues which the officer has authorized to be deducted in conjunction with the WPPA/LEER  
10 dues.
- 11 B. It shall be the officer's responsibility to sign the dues deduction authorization form and provide the signed  
12 form to the Employer and Association no less than 30 days prior to the date in which dues deductions are to  
13 commence.
- 14 C. The Employer shall deduct the combined dues amount each pay period for each officer requesting such  
15 deduction, upon receipt of such form and shall remit the total of such deductions, with a list of officers from  
16 whom such sums have been deducted, to the Local Association in one lump sum after the last payroll of each  
17 month.
- 18 D. Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA,  
19 or to the Local Association with the understanding that the deduction will cease as reasonably as practical  
20 after receipt of written notice of revocation.
- 21 E. No officer shall be required to join the Association, but membership in the Association shall be made available  
22 to all officers in the bargaining unit who apply consistently with either the WPPA or local Association  
23 Constitution and Bylaws.
- 24 F. No officer shall be denied membership because of race, creed, color, sex or other legally protected class  
25 status.
- 26 G. It is expressly understood and agreed that WPPA/LEER will refund to the Employer any dues erroneously  
27 deducted by the Employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall  
28 indemnify, defend, and hold harmless the Employer against any and all third party claims, demands, suits,  
29 order, judgments or any other forms of liability against or incurred by the Employer, including all costs of  
30 defense and attorney's fees, which may arise out of action taken or not taken by the Employer's compliance  
31 with this Article, provided that the defense of any such claims, demands, suits or other forms of liability shall  
32 not be interpreted to preclude the Employer from participating in any legal proceedings challenging the  
33 application or interpretation of the Article through representatives of the Employer's own choosing and at its  
34 own expense.

35  
36 ARTICLE 31 – ONE-TO-ONE CAR PLAN  
37

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

41  
42 Participation in the one-to-one car plan by those individuals eligible for participation shall be voluntary. Eligible  
43 individuals may not change their election whether to participate other than at intervals specified by the City, which  
44 shall not be less than once each calendar year.

45  
46 ARTICLE 32 – PHYSICAL FITNESS PROGRAM  
47

48 In recognition of the importance that physical fitness plays in the general health and well-being of police officers and in  
49 consideration of the relationship between good health and well-being and effective efficient police service, the  
50 following physical fitness program is adopted.  
51

- 1 A. For purposes of this program four categories of physical fitness are recognized: 1-poor, 2-adequate, 3-good,  
2 4-excellent.  
3
- 4 B. Participating officers will be tested annually and will be paid a maximum of 60-minutes pay, or 90-minutes if  
5 completing the run, at time and one half for participation in the testing procedure.  
6
- 7 C. A testing period is defined as the time between the start of one round of physical fitness tests and the start of  
8 the next round of physical fitness tests.  
9
- 10 D. All officers who score as "excellent" will be paid a premium of 2% of their base pay and shall accumulate eight  
11 (8) hours of physical fitness bonus for each testing date. All officers who score as "good" will be paid a  
12 premium of 1% of their base pay and shall accumulate four (4) hours of physical fitness bonus for each  
13 testing date. Those who score as "adequate" will receive no salary or physical fitness bonus incentive. Such  
14 premium payment shall be in a lump sum payable within thirty (30) days of the finalization of the testing  
15 results and shall be calculated on the basis of 2% or 1% of the officer's annual base pay, calculated on the  
16 rate of pay at the time of the test. Officers shall be paid their accumulated physical fitness bonus pay upon  
17 retirement to the Post Employment Health Plan.  
18
- 19 E. Officers must maintain a rating of "adequate" or better. Failure to do so may subject the officer to disciplinary  
20 action and shall be considered relevant evidence of the officer's inability to fully perform the expected duties  
21 of their position.  
22
- 23 F. Any officer who fails to maintain a rating of "adequate" or better, while not subject to discipline for such action,  
24 shall not be exempt from discipline for inability to fully perform the expected duties of the position. Further,  
25 the department reserves the right to assess the medical and physical fitness of each officer to perform all  
26 duties of a police officer.  
27
- 28 G. Any officer who for reasons of illness or injury, is temporarily unable to perform their previous recorded level  
29 during any test period shall, after review and determination by the Chief of Police as to legitimacy, be paid at  
30 the previous rate for a period that shall not exceed one testing period. If possible, the officer shall test during  
31 that period to show the ability to complete the physical fitness testing. After one testing period, if such illness  
32 or injury continues, the officer shall receive premium pay only if they test during the test period.  
33
- 34 H. All officers are responsible for determining their fitness to participate in the testing process. Officers must  
35 provide a statement indicating that they have been involved in a physical fitness program for the six-month  
36 period preceding the assessment.  
37
- 38 I. It is mutually agreed that the following are valid job-related criteria for determining physical fitness of Appleton  
39 Police Officers.  
40
- 41 1. Upper body strength
  - 42 2. Abdominal strength
  - 43 3. Flexibility
  - 44 4. Cardiovascular endurance
  - 45 5. Percentage of body fat
- 46
- 47 J. The Chief of Police shall establish standards consistent with the above criteria for use in this program. Such  
48 standards shall not be raised without prior approval of the Board of Directors of the Association.  
49  
50  
51  
52



1 ARTICLE 33 – POSITION ENHANCEMENT PROGRAM

2  
3 Progression through the steps of Exhibit "A" shall be based on the agreed-upon Position Enhancement Program.  
4 Participation in the program shall be voluntary.  
5

6 In order to keep the Officer Position Enhancement Program current and relevant to contemporary policing needs, the  
7 City and the Association may, from time to time, find it necessary to modify criteria for movement through the various  
8 steps. The City agrees that no changes will be made in the standards or to the advancement criteria for: Senior  
9 Police Officer, Master Police Officer, Sergeant, and Senior Sergeant, without the prior approval of the Association. In  
10 addition, the City agrees that standards must be reasonable, appropriate and consistent with job performance  
11 expectations of police personnel. Nothing contained herein shall limit or restrict the Association's right to negotiate  
12 over mandatory subjects of bargaining.  
13

14 ARTICLE 34 – WEIGHT STANDARDS

- 15  
16 A. All officers shall be required to maintain a percentage of body fat of "adequate" or better, in accordance with  
17 the agreed upon body fat charts.  
18  
19 B. All officers will be tested for percentage of body fat annually, except that those who fall below the "adequate"  
20 level shall be tested monthly until they reach and maintain an "adequate" level.  
21  
22 C. Officers whose percentage of body fat fall below the "adequate" level must show progress toward "adequate"  
23 in their monthly testing and must reach the "adequate" level within one year.  
24  
25 D. Officers may be subject to progressive discipline for failure to comply with "C" above.  
26  
27 E. Nothing contained herein shall be construed as a waiver of any officer's rights under State Statutes 62.13 or  
28 Article 18 of this Agreement.  
29

30 ARTICLE 35 – JURY DUTY

31  
32 Officers requested to be on jury duty shall be paid their normal pay and will turn over their jury duty fees to the City,  
33 excluding actual expenses. For scheduling purposes, such officers shall be considered on the day shift, on any day in  
34 which they are required to report for jury duty. Provided, however, that third shift officers will not be required to work  
35 immediately prior to being required to appear for jury duty. Officers who are excused from jury duty prior to the end of  
36 the day shift shall report to the Police Department for assignment for the balance of that shift. For purposes of this  
37 section, day shift shall be defined as 8 AM to 4 PM.  
38

39 ARTICLE 36 – LAYOFF

40  
41 When it becomes necessary to reduce the number of officers, regular part-time officers within the bargaining unit shall  
42 be dismissed first, and thereafter officers shall be dismissed in the order of the shortest length of service in the  
43 bargaining unit.  
44

45 1. Classification Elimination

46  
47 Any subsequent reassignment as a result of a classification elimination from Sergeant to Police Officer shall be on  
48 the basis of classification seniority. The Sergeant with the lowest classification seniority shall be reassigned to  
49 Patrol Officer with departmental seniority back to original date of hire.  
50

51 Classification seniority shall consist of the total calendar time of regular full-time employment in a particular job  
52 classification listed on the wage schedule, i.e. Sergeant and Police Officer. An officer who permanently leaves

1 one job classification will maintain the classification seniority they had at the time of leaving, but will not accrue  
2 further seniority in their former classification unless they permanently return to such classification.

3  
4 In the event that the higher position is recreated, the officer removed shall be reinstated with the higher  
5 position.

6  
7 Affected officers may accept layoff in lieu of reclassification.

8  
9 2. Recall from Layoff:

- 10  
11 A. The names of officers laid off through no fault of their own shall remain on the departmental call list for a  
12 period equal to twenty-four calendar months from date of layoff.  
13 B. Officers recalled from layoff shall be given fifteen (15) work days to respond after notice has been sent by  
14 certified mail to the last known address on file with the Human Resources Director and ten (10) work days to  
15 briefing work.  
16 C. Officers who decline recall or who fail to respond or return to work directed within the time allowed shall be  
17 presumed to have resigned and if re-employed shall return to work as a new officer.  
18 D. In the event of a recall, the officer who was last laid off, will be first recalled.

19  
20 ARTICLE 37 – SURVIVOR BENEFITS

21  
22 Any officer who dies while classified as a regular full-time officer shall be entitled to all of the accrued and earned sick  
23 days (not to exceed seven hundred and twenty hours), vacation days and holidays not used and all overtime earned  
24 but not taken, plus any outstanding salary which may be owed to the deceased. These benefits will be computed at  
25 the rate in existence at the time of death and paid to the estate as soon as practical.

26  
27 ARTICLE 38 – ASSOCIATION BARGAINING COMMITTEE/ASSOCIATION BUSINESS

28  
29 Officers who are members of the Association bargaining team shall be allowed to attend bargaining sessions and  
30 Grievance Arbitrations while on duty without loss of pay or benefits provided, however, that not more than four on-duty  
31 persons shall be allowed to attend at the same time.

32  
33 Out-Of-Service Hours: On-duty officers taking themselves out of service must obtain prior approval from their supervisor  
34 to attend any meeting. Out of service shall be defined as being on duty but unavailable to receive radio calls. Officers  
35 who are out of service must continue to be available as deemed appropriate by the supervisor. Out of service may be  
36 rescinded, by the supervisor, should the need of the department warrant.

37  
38 ARTICLE 39 – NO STRIKE CLAUSE

39  
40 No strikes of any kind shall be caused or sanctioned by the Association during the term of this agreement.


41  
42 ARTICLE 40 – TERM OF AGREEMENT

43  
44 This Agreement shall become effective as of January 1, 2024 and remain in full force and effect to and including  
45 December 31, 2026, and shall renew itself for additional one-year periods thereafter unless either party pursuant to  
46 Article 27 has notified the other party in writing that it desires to alter or amend this Agreement at the end of the  
47 Agreement period.

48  
49 It is agreed by and between the parties that the terms and conditions of the Employment Agreement as contained  
50 herein shall be binding on both parties. The Agreement may be reopened by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11 day of December, 2023.

CITY OF APPLETON:


BY:   
Jacob Woodford, Mayor

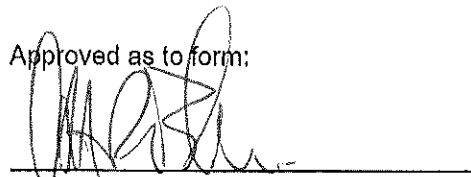
APPLETON PROFESSIONAL POLICE ASSOCIATION

ATTEST:

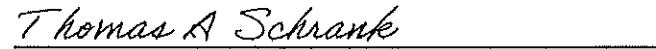
 #9209  
President

BY:   
Kami Lynch, City Clerk


 #9131  
Secretary/Treasurer

Approved as to form:  
  
Christopher Behrens  
City Attorney  
City of Appleton, Wisconsin

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

  
Business Agent

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

  
Jeri Ohman  
Director of Finance  
City of Appleton, Wisconsin

# APPA WAGE SCHEDULE 2024 - 2026

4/1/24 - 1.5%  
 10/1/24 - 1.5%  
 4/1/25 - 1.5%  
 10/1/25 - 1.5%  
 4/1/26 - 1.25%  
 10/1/26-1.25%

	4/1/24 Rate	10/1/24 Rate	4/1/25 Rate	10/1/25 Rate	4/1/26 Rate	10/1/26 Rate
<b>POLICE OFFICER WITHOUT DEGREE</b>						
Start step	\$32.9672	\$33.4617	\$33.9636	\$34.4731	\$34.9040	\$35.3403
6 months Step	\$34.2563	\$34.7701	\$35.2917	\$35.8211	\$36.2689	\$36.7223
2 years Step	\$35.7585	\$36.2949	\$36.8393	\$37.3919	\$37.8593	\$38.3325
3 years Step	\$36.6618	\$37.2117	\$37.7699	\$38.3364	\$38.8156	\$39.3008
4 years Step	\$37.6870	\$38.2523	\$38.8261	\$39.4085	\$39.9011	\$40.3999
5 years Step	\$39.3516	\$39.9419	\$40.5410	\$41.1491	\$41.6635	\$42.1843
SENIOR POLICE OFFICER	\$41.5744	\$42.1980	\$42.8310	\$43.4735	\$44.0169	\$44.5671
MASTER POLICE OFFICER	\$42.5590	\$43.1974	\$43.8454	\$44.5031	\$45.0594	\$45.6226
POLICE SERGEANT	\$43.6349	\$44.2894	\$44.9537	\$45.6280	\$46.1984	\$46.7759
POLICE SENIOR SERGEANT	\$44.7311	\$45.4021	\$46.0831	\$46.7743	\$47.3590	\$47.9510
<b>POLICE OFFICER WITH DEGREE</b>						
Start step	\$32.9672	\$33.4617	\$33.9636	\$34.4731	\$34.9040	\$35.3403
6 months Step	\$34.2563	\$34.7701	\$35.2917	\$35.8211	\$36.2689	\$36.7223
2 years Step	\$35.7585	\$36.2949	\$36.8393	\$37.3919	\$37.8593	\$38.3325
3 years Step	\$37.0374	\$37.5930	\$38.1569	\$38.7293	\$39.2134	\$39.7036
4 years Step	\$38.5700	\$39.1486	\$39.7358	\$40.3318	\$40.8359	\$41.3463
5 years Step	\$40.1027	\$40.7042	\$41.3148	\$41.9345	\$42.4587	\$42.9894
SENIOR POLICE OFFICER	\$42.3357	\$42.9707	\$43.6153	\$44.2695	\$44.8229	\$45.3832
MASTER POLICE OFFICER	\$43.4522	\$44.1040	\$44.7656	\$45.4371	\$46.0051	\$46.5802
POLICE SERGEANT	\$44.4976	\$45.1651	\$45.8426	\$46.5302	\$47.1118	\$47.7007
POLICE SENIOR SERGEANT	\$45.5938	\$46.2777	\$46.9719	\$47.6765	\$48.2725	\$48.8759

- I. Progression through the above schedule shall be as follows:
  - A. Except as otherwise provided, trainee Police Officers will start at Start step of the pay schedule
  - B. Police Officers will move to:
    1. 6 Month Step after six (6) months of service.
    2. 2 Year Step after two (2) full years of service.
    3. 3 Year Step after three (3) full years of service.
    4. 4 Year Step after four (4) full years of service.
    5. 5 Year Step after five (5) full years of service.
    6. The position enhancement step in accordance with the position enhancement program.
  - C. The Chief will have the ability to hire new officers possessing significant policing experience or specialized skill may be hired at any step of the pay schedule. Additionally, the Chief shall determine vacation and sick leave allowances. For purposes of future pay advancement, such officers shall be deemed to have the years of service which their pay step represents. For purposes of vacation, such officers shall advance on their years of service. For all other purposes, seniority shall be determined from the actual date that the officer 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.

New hires who attend the academy will receive 80% of the base officer wage until graduation from the academy. Upon the first day after graduation, the officer will move to the starting step of the pay scale.

As part of the 2020 bargain: While officers work an average of 38.50 hours per week (77.21 hours bi-weekly), officers will be paid 78 hours bi-weekly in exchange for elimination of shift differential, annual clothing maintenance, annual clothing cleaning allowance, and the clothing market basket.

