



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final

Human Resources & Information Technology Committee

Wednesday, November 15, 2023

6:30 PM

Council Chambers, 6th Floor

Special Meeting

1. Call meeting to order
2. Pledge of Allegiance
3. Roll call of membership
4. Approval of minutes from previous meeting

[23-1386](#) Minutes 10-25-23.

Attachments: [Minutes 10-25-23.pdf](#)

5. Public Hearing/Apearances

6. Action Items

[23-1366](#) Request to Over hire Executive Assistant to the Police Chief.

Attachments: [Exec Asst SL.pdf](#)

[23-1367](#) Request to Approve the APPA 2024 - 2026 Contract Changes.

Attachments: [Appleton Professional Police Association TA 10 24 23.pdf](#)
[APPA 2020.pdf](#)

7. Information Items

[23-1368](#) Recruitment Status Report through 11/9/23.

Attachments: [RSR 11.09.23.pdf](#)

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.

For questions on the agenda contact Jay Ratchman 920-832-6427.



City of Appleton

100 North Appleton Street
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Meeting Minutes Human Resources & Information Technology Committee

Wednesday, October 25, 2023

4:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

Present: 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

4. Approval of minutes from previous meeting

[23-1244](#)

Minutes 10/11/23.

Attachments: [Minutes 10-11-23.pdf](#)

**Croatt moved, seconded by Fenton, that the Minutes be approved. Roll Call.
Motion failed by the following vote:**

5. **Public Hearing/Appearances**

6. **Action Items**

[23-1245](#)

Request to Approve the Valley Transit Teamsters 2024-2026 Contract Changes.

Attachments: [Valley Transit TA 10-16-23.pdf](#)
[Teamster Valley Transit 2021-2023.pdf](#)

Fenton moved, seconded by Hayden, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

[23-1246](#)

Approval of Alderperson Salaries.

Attachments: [HR-IT - Alderperson Raises Deadlines.pdf](#)
[Alderperson Compensation Survey.pdf](#)
[Elected Alderperson Salaries.pdf](#)

Croatt moved, seconded by Hartzheim, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz

7. Information Items

[23-1247](#)

2024 Information Technology Budget.

Attachments: [2024 Information Technology.pdf](#)
[2024 IT Capital Projects.pdf](#)

This Presentation was received and filed

[23-1248](#)

2024 Human Resources Budget.

Attachments: [2024 Human Resources Final.pdf](#)

This Presentation was received and filed

[23-1270](#)

Clarification on COA Mayor Compensation for New Term Starting April 2024.

Attachments: [COA Mayor Compensation April 2024.pdf](#)

This Presentation was received and filed

[23-1249](#)

Recruitment Status Report 10/19/23.

Attachments: [RSR 10.19.23.pdf](#)

This Presentation was received and filed

8. Adjournment

Schultz moved, seconded by Hayden, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 5 - Hartzheim, Croatt, Fenton, Hayden and Schultz



POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899
(920) 832-5500 • Fax (920) 832-5553
<http://www.appleton.org/police>

To: Alderperson Croatt, Safety and Licensing Committee Chairperson
Alderperson Hartzheim, HR/IT Committee Chairperson

From: Chief Polly Olson

Date: November 8, 2023

Subject: Informational Item – S&L
Action Item – HR/IT

We have received written notice of Beth Jasiak retiring on January 2nd, 2024. Beth's position is the Executive Assistant to the Police Chief. She has been in this position for over 30 years. To adequately prepare her replacement to fill the duties required by this position, I am requesting to over hire. Ideally, I would like to have this person selected and prepared to start by December 18th, 2023.

The Executive Assistant to the Police Chief is a critical position in the table of organization. It is important this person is provided with proper training and can be comfortable with our day-to-day operations prior to Beth Jasiak's departure.

The funds for this over hire would be from salary savings due to a front desk vacancy. The estimate is \$2777 in 2023 and \$555.50 in 2024 = \$3332.50 total in budget impact.

Chief Polly Olson

City of Appleton and Appleton Professional Police Association

Tentative agreements

October 25, 2023

1. ARTICLE 40 – TERM OF AGREEMENT

This Agreement shall become effective as of January 1, ~~2020~~ **2024** and remain in full force and effect to and including December 31, ~~2023~~ **2026**, and shall renew itself for additional one-year periods thereafter unless either party pursuant to Article 27 has notified the other party in writing that it desires to alter or amend this Agreement at the end of the Agreement period.

2. Entire contract – change the terms “roll call” and “resume” to “briefing”

3. ARTICLE 4 – OVERTIME (page 3, lines 7 and 12 and 25/26)

Line 7 - Court pay shall be three (3) hours straight time plus time and one-half for time worked. **These three (3) hours may be paid out and can be banked as compensatory time.**

Line 12 - Re-call pay shall be three (3) hours straight time plus time and one-half for time worked. **These three (3) hours may be paid out and can be banked as compensatory time.**

Lines 25/26 - Court cancellation shall be three (3) hours straight time pay. **These three (3) hours may be paid out and can be banked as compensatory time.**

4. ARTICLE 8 – VACATIONS (page 4, lines 41-51)

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

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.

5. ARTICLE 8 – VACATIONS (page 5, line 18)

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 workdays. 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 ~~Operations Coordinator~~ **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.

6. ARTICLE 8 – VACATIONS (page 5, lines 24-26)

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

7. ARTICLE 10 – LEAVES (page 6, lines 5-9)

~~All officers shall be granted sick leave with pay at the rate of 5.33 hours for each full month of service. All officers hired after 1/1/11 shall receive 4 hours for each full month of service until January 1 following the year said officer qualifies for the Senior Police Officer by passing the Position Enhancement Program test. On January 1 following that year the officer will receive 5.33 hours for each month of service. Effective 1/1/2023, all officers shall accumulate sick leave with pay at the rate of 4 hours per month for each full month of service.~~

8. ARTICLE 10 C.2. Funeral Leave (page 7, line 23) 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 (twenty-four 24 hours maximum)**. 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 officer's residence at the time of death.

9. ARTICLE 10, (page 8, line 1-5) ~~The leave shall be for the period of the doctor's prognosis but not to exceed one year.~~

~~The leave shall be for the period of the doctor's prognosis but not to exceed one year.~~

~~The officer must use all available accumulated sick leave, vacation and compensatory time before going on such leave.~~

~~The officer must provide, in advance, a doctor's statement indicating that the officer will be able to return to regular duties within one year of the start of the leave.~~

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.

10. ARTICLE 20 – SUSPENSION, DISMISSAL AND REDUCTION IN RANK (page 11, lines 4-6) ~~All newly hired officers shall be considered probationary for one year from the time they complete the **FTO period**, their formal training period with the Appleton Police Department, but not to exceed eighteen (18) months from their date of hire, unless for extenuating circumstances (e.g. military leave etc.).~~
11. ARTICLE 22 - CANINE HANDLERS (page 11, lines 42-45) ~~An officer 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 departmental policy.~~
12. ARTICLE 32 – PHYSICAL FITNESS PROGRAM D. (page 14, line 36-37) All officers who score as “excellent” will be paid a premium of 2% of their base pay and shall accumulate eight (8) hours of physical fitness bonus for each testing date. All officers who score as “good” will be paid a premium of 1% of their base pay and shall accumulate four (4) hours of physical fitness bonus for each testing date. Those who score as “adequate” will receive no salary or physical fitness bonus incentive. Such premium payment shall be in a lump sum payable within thirty (30) days of the finalization of the testing results and shall be calculated on the basis of 2% or 1% of the officer’s annual base pay, calculated on the rate of pay at the time of the test. Officers shall be paid their accumulated physical fitness bonus pay upon retirement to the Post Employment Health Plan. ~~New officers are not eligible for payment under the program until they have participated in one of the regularly scheduled testing procedures.~~
13. ARTICLE 3 – HOURS (addition of Letter of Understanding from contract page 21 being incorporated into contract).

A. Hours of Work: The modified Pittman schedule shall include an average workweek of 38.5 hours using a six-week rotating cycle of eight (8) and twelve (12) hour shifts with a ten (10) minute roll call preceding each shift. 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. Each segment shall include five (5) 12-hour shifts and (2) 8-hour shifts.

There will be eight (8) separate work groups with four (4) working each day. The primary start times for each group shall be 0700, 0900, 1500, and 1900 with secondary start times of 1100 and 2300. Secondary start times, or occasional times outside those listed, will be utilized as needed based on location of 8-hour shifts within the segment and the staffing needs of the department. An example

being an officer working 0900-1700 requiring a second officer to begin their shift at 1700 to maintain minimums.

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

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

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

Non-patrol dependent officers may request to modify their work schedule, by working more than eight (8.25) hours per day at straight time, not requiring overtime under this article. The time for time schedule adjustment must be taken within the 28-day FLSA cycle as not to create FLSA overtime or compensatory time. This request must be made to the supervisor and the supervisor must

approve prior to the modification of the schedule taking place. The approval and continuation of the approval shall be at the discretion of the City.

Work Schedule for weekday patrol: The work schedule shall consist of five (5) days on, two (2) days off, five (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 schedule incorporates contract days off.

14. Agreement to make gender neutral changes within contract.

15. Wages

04/01/2024 = 1.5%

10/01/2024 = 1.5.%

04/01/2025 = 1.5%

10/01/2025 = 1.5.%

04/01/2026 = 1.25%

10/01/2026 = 1.25.%

16. **The letter of understanding regarding Article 4 will expire with the new contract.**

LABOR AGREEMENT
2020-2023
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 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 roll call 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 B. Work Schedule: The modified Pittman schedule shall include an average workweek of 38.5 hours using a six-
34 week rotating cycle of eight (8) and twelve (12) hour shifts with a ten (10) minute roll call preceding each shift.
35 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.
36 Each segment shall include five (5) 12-hour shifts and (2) 8-hour shifts, except that new officers shall work a
37 five (5) day week, Monday through Friday, during their formal training period. All officers not on this schedule
38 shall be scheduled by the Police Department to work 2007.46 hours per year. It is understood that this may
39 require minor deviation from the basic schedule for adjustment purposes. Notwithstanding the provisions of
40 this paragraph, the City shall have the right to amend the work schedule in order to accomplish imbalanced
41 deployment by shift and by day of week in accordance with the expected workload, provided, however, that
42 changes to an individual’s schedule to accomplish imbalanced deployment by day of week shall not affect
43 more than three (3) scheduled work days per officer during a fourteen (14) week cycle and further provided
44 that such day of week imbalance shall not affect an officer’s regularly scheduled days off other than the first or
45 third days of a three (3) day cycle without the officer’s consent. The officer will be allowed four (4) straight
46 hours of non-FLSA compensatory time off for each schedule change. The City agrees to ask for volunteers
47 for proposed changes in the basic schedule prior to requiring such changes. Officers may mutually exchange
48 work schedules with prior approval of the supervisor.
49

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

1
2 Non-patrol dependent officers may request to modify their work schedule, by working more than eight (8.25)
3 hours per day at straight time, not requiring overtime under this article. The time for time schedule adjustment
4 must be taken within the 28-day FLSA cycle as not to create FLSA overtime or compensatory time. This
5 request must be made to the supervisor and the supervisor must approve prior to the modification of the
6 schedule taking place. The approval and continuation of the approval shall be at the discretion of the City.
7

- 8 C. Standby: Standby status will not be required of officers of the Appleton Police Department. Should
9 emergency necessitate additional personnel, the personnel will be ordered to duty and compensation will be
10 paid in accordance to the terms and provisions of this Agreement.
11
12 D. Each officer shall be allowed to work up to 16 ½ scheduled hours in a 24 hour period, unless approved
13 otherwise by the Chief for extenuating circumstances.
14
15 E. Daylight Savings Time: When daylight savings time occurs, officers will be paid for the actual time worked. In
16 fall, officers who work 13 hours will be compensated at the rate of time and one-half for all hours after 12.
17 Officers scheduled for an 8-hour day who work 9 hours will be compensated at the rate of time and one half
18 for all hours after 8. In spring officers who work 11 hours will lose one hour of pay in that pay period to
19 correspond with the time change. Officers who work 7 hours will lose one hour of pay in that pay period to
20 correspond with the time change. For purposes of sick leave, holidays, compensatory time and vacation, a
21 scheduled workday shall be considered the number of hours normally scheduled that day. (e.g. 12 or 8)
22
23 F. Workday: The workday shall be defined as a 24-hour period beginning at 12:01 a.m.
24
25 G. Officers shall be allowed to trade shifts with other officers pursuant to departmental procedures for
26 trading. Additionally, officers shall be allowed to trade compensatory time in lieu of working back a trade day
27 pursuant to departmental procedures. The traded compensatory time must be for the same number of
28 hours worked.

29 ARTICLE 4 – OVERTIME

30
31 Officers will be compensated at the rate of time and one-half (1 ½) based on their normal rate of pay for all hours
32 worked in excess of the scheduled workday or work week. Overtime and normal scheduled workday compensation
33 may be either by pay or time, the choice to be determined by the officer.
34

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

44 The following definitions shall apply to determine payment:
45

- 46 1. Court: Court shall include any time an officer is instructed by the Chief or designee or subpoenaed (including
47 City of Appleton court notices) to appear in person, or through telephonic communication, in any court, legal
48 proceedings (including depositions), preparatory meetings with District Attorney's, City Attorney's and other
49 appointed counsel which appearance is related to or arises out of the officer's scope of employment.
50

1 Meetings or telephonic communication made outside of the officer's normal work shift require prior approval
2 from an on-duty supervisor. If an attorney or other appointed counsel initiate contact directly to an officer at
3 their home, and the officer is required to return the telephone call from home prior to their next scheduled
4 work shift, prior approval is not required. The officer must report immediately to their supervisor the subject
5 and the reason of the telephone call which required immediate response.
6

7 Court pay shall be three (3) hours straight time plus time and one-half for time worked.
8

- 9 2. Re-call: Re-call shall include any time an officer is called back to work or a change in shift without notification
10 by the end of the last regularly scheduled shift before the shift change.
11

12 Re-call pay shall be three (3) hours straight time plus time and one-half for time worked.
13

- 14 3. All other scheduled work.
15

16 Time and one-half for all time worked.
17

- 18 4. Court Cancellation: An officer scheduled to make a court appearance outside their regularly scheduled
19 workday or workweek shall follow the department procedure to verify if court has been canceled. If court has
20 been canceled, the officer shall not report and will not be eligible for court cancellation pay. If court is
21 canceled after following procedure, then the officer shall be eligible for court cancellation pay. The City
22 agrees that no changes will be made in the court cancellation criteria without the prior approval of the
23 Association.
24

25 Court cancellation shall be three (3) hours straight time pay. This three (3) hours will be paid out and cannot
26 be banked as compensatory time.
27

28 Notwithstanding the provision of this article, officers shall not be eligible for court pay, re-call pay or court
29 cancellation pay if the officer is performing other scheduled work. If an officer is called while performing
30 "other scheduled work", the officer shall be eligible for re-call pay if the time performed doing the re-call work
31 goes beyond the hours of the other scheduled work.
32

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

42 Officers shall not be eligible for call-in pay when recalled or for court appearances occurring within one-half (1/2) hour,
43 defined as equal to or less than 30 minutes, of a prior recall or court appearance time if the officer received call-in pay.
44 These recalls or court appearances which would otherwise have been eligible for the three-hour payment shall be
45 paid on the basis of actual time worked at the rate of time and one-half (1 ½) or three hours straight time pay,
46 whichever is greater.
47

48 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
49 than 30.00 minutes, mentioned in the above two paragraphs shall be paid from the end of the previous work time to
50 the notification of the call-in, if at the end of their scheduled shift and from the beginning of the court appearance until
51 the start of their shift if the court appearance occurs at the beginning of their scheduled shift but not more than one-
52 half hour, at the rate of time and one-half, in addition to the pay referred to in the above two paragraphs.

1
2 Notwithstanding the provisions of this Article, time spent performing police functions in normal off-duty hours
3 occasioned by use of a one-to-one marked car shall not entitle officers to pay for overtime or call time except as
4 provided in the published policy related to the one-to-one car plan.
5

6 Officers who are called by a supervisor on the telephone, outside of his/her regularly scheduled hours, to provide
7 information related to the operation of the department, shall be paid for the time actually spent on the telephone, but
8 not less than one (1) hour straight time, if the call exceeds 10-minutes.
9

10 Officers who are required to participate in training on their off-duty time shall be paid or receive compensatory time at
11 the rate of time and one half for actual time spent at such training and for reasonable travel time but shall not be
12 eligible for call time or any minimum payment. To accommodate officers who request to voluntarily participate in
13 training on their off-duty time, the department will attempt to schedule the officer for time off in either the same FLSA
14 period for training time worked so as not to create FLSA overtime or outside of the FLSA period in exchange for
15 training time worked. When the department is not able to schedule time off in exchange for training time worked, the
16 officer shall be paid overtime.
17

18 When traveling to training directly from their residence, officers shall not be compensated for total travel time that is
19 less than or equal to the regular and ordinary time necessary for said officer to travel from home to work.
20

21 Shift Trades: Non-patrol dependent officers who are assigned to work the Operations shift, shall receive overtime after
22 their assigned scheduled Operations shift (e.g. after 12 hours or after 8 hours).
23

24 ARTICLE 5 – PAY PERIOD

25

26 All officers shall be paid bi-weekly, every other Thursday. If a holiday falls on a day, Monday through Thursday, pay
27 shall be no later than Friday. Payment shall include compensation for hours the preceding two (2) week period
28 ending Saturday at midnight (all hours based on an average).
29

30 ARTICLE 6 – SALARIES – EXHIBIT A

31

32 ARTICLE 7 – WORKER'S COMPENSATION

33

34 Any full-time officers receiving worker's compensation shall be paid the difference between their pay at the disability
35 date and worker's compensation benefits. This differential shall be paid for a period up to, but not to exceed thirty
36 (30) weeks commencing from the disability date. Officers who are disabled for a period in excess of thirty (30) weeks
37 shall be eligible for continuation of this differential provided that they will be charged four (4) hours sick leave for each
38 scheduled work day of additional disability. Payment of this differential shall continue for the length of disability or for
39 a period of twenty-two (22) weeks or until the officer's sick leave balance is exhausted, whichever comes first.
40

41 ARTICLE 8 – VACATIONS

42

43 The vacation policy for the Police Department to be on a work week basis as follows:
44

- 45 40 hours vacation after 1 year of service.
- 46 80 hours vacation after 2 years of service.
- 47 120 hours vacation after 8 years of service.
- 48 160 hours vacation after 12 years of service.
- 49 176 hours vacation after 15 years of service
- 50 200 hours vacation after 20 years of service.
- 51

1 Regular officers shall be entitled to paid vacation benefits as of January 1 of each year based upon their length of
2 continuous service. For purposes of determining future vacation eligibility, the year of hire shall be treated as a full
3 year of service.
4

5 Vacation allowances shall not be cumulative and must be taken between January 1 and December 31, except that the
6 first 40 hours of unused vacation will be carried over. Any hours in addition to the carry over hours, up to 40 hours,
7 may be paid to the Post Employment Health Plan or H.S.A. An officer choosing to have unused vacation paid to the
8 Post Employment Health Plan or H.S.A. shall complete and submit the appropriate departmental form.

9
10 In case of termination, for reasons other than discharge for cause, an officer will be paid their unused vacation.
11

12 The Police Chief or designee shall have a vacation schedule available for members on or before January 1, preceding
13 the year vacations are to run, so that picking vacations can be completed by March 1. Vacation picks for patrol shall
14 be accomplished by a rotation of vacation block requests followed by single vacation day requests. For purposes of
15 this article, a block shall be defined as two (2) or more consecutive work days. The vacation block requests will be
16 approved on a seniority basis with the most senior officer being granted the requested block followed by the next
17 senior until the first, second, and third rounds of vacation block requests are complete. All subsequent block requests
18 submitted during the fourth submission period as designated by the Operations Coordinator will be approved based
19 on seniority. All vacation requests submitted after the rotation above has been completed will be granted on a first
20 come first serve basis, with seniority serving as the tie breaker for requests submitted at the same time.
21

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

24 Officers retiring between December 15th and December 31st shall be eligible for their vacation payout as if they had
25 worked until January 1st the following year and shall be eligible for holiday payout as if they had worked until
26 December 31st of the year they retire.
27

28 ARTICLE 9 – PAID HOLIDAYS

30 New Year's Day	Independence Day
31 Labor Day	Easter
32 Thanksgiving Day	Memorial Day
33 Christmas Eve	Christmas Day
34 Floating Holiday	

35
36 When any of the above holidays fall on a scheduled work day for non-patrol officers, such officers shall be given the
37 day off without loss of pay. If such officers are required to work on a holiday, they shall receive their regular pay plus
38 pay at their regular rate for all hours worked on the holiday.
39

40 In lieu of any further compensation for the above holidays, patrol officers shall receive 128 hours pay and non-patrol
41 officers (officers who have 122 contract days off annually) shall receive 100 hours pay per year at their regular straight
42 time rate. For purposes of the above pay out for non-patrol officer, the floating holiday shall be calculated as if it
43 occurred during the first pay period of April. The floating holiday for non-patrol officers is included in the (122) days off
44 annually as referenced in Article 3 – Hours, B. Work Schedules. Such payment shall be made no later than the last
45 pay period in November and shall apply only to officers on the payroll as of December 1st. Officers who retire or
46 terminate prior to December 1 shall receive a pro-rata payment based on the number of holidays that fall prior to their
47 last day of work. Officers who have worked in both a patrol and non-patrol capacity and new officers who have
48 worked for less than one year as of December 1, shall receive a pro-rata payment.
49

50 The floating holiday shall be part of the pro-rated calculation for retirees.
51

1 ARTICLE 10 – LEAVES

2
3 A. Sick Leave

4
5 All officers shall be granted sick leave with pay at the rate of 5.33 hours for each full month of service. All
6 officers hired after 1/1/11 shall receive 4 hours for each full month of service until January 1 following the year
7 said officer qualifies for the Senior Police Officer by passing the Position Enhancement Program test. On
8 January 1 following that year the officer will receive 5.33 hours for each month of service. Effective 1/1/2023,
9 all officers shall accumulate sick leave with pay at the rate of 4 hours per month for each full month of service.

- 10
11 1. For purposes of this paragraph, “service” shall include time on paid sick leave. Sick leave shall accrue
12 from the officer’s starting date but may not be taken during the first sixty (60) days of employment.
13 2. Sick leave shall be accumulated but not to exceed one-hundred thirty five (135) working days.
14 3. All sick leave shall be subject to administration by the Police Chief.
15 4. A member of the Association may use accumulated sick leave with pay for absences necessitated by
16 their injury, illness or required dental care, or illness of their immediate family. Immediate family shall be
17 defined as spouse, dependent children, parents, or relatives living in the household. Clarification: Parent
18 does not include mother-in-law or father-in-law.
19 5. In order to be granted sick leave with pay, an officer must:
20 a) Report promptly to the Department the reason for their absence.
21 b) Keep the department informed of their condition if absence is of more that three (3) working days
22 duration.
23 c) Permit the City to make medical examination or nursing visit as it deems desirable.
24 d) Submit a Medical Certificate for any absence of more than three (3) consecutive working days if
25 required by the City.
26 6. Officers shall not be eligible for paid sick leave for absences resulting from injury or illness incurred while
27 working for another employer for pay, when such absence is compensable under worker’s compensation
28 through the other employer.
29 7. At retirement, the retired officer shall receive payment for their unused accumulated sick leave up to but
30 not to exceed seven hundred twenty (720) hours paid to the PEHP.
31

32 At death, the deceased officer’s unused accumulated sick leave and all other benefits owed shall be
33 deposited into the officers account used for payroll.

34
35 Officers shall use sick time to cover the hours of their scheduled shift not including resume time.

36
37 B. PTO (Paid Time Off) Leave

38
39 Officers on the payroll on 1/1/11 shall receive 32 PTO hours each year to be used as paid time off. Any PTO
40 hours not used as of December 31st will be paid out on the first paycheck in January at the previous year’s
41 rate.
42

43 For those officers eligible for 32 PTO hours – PTO hours shall be pro-rated in the year of termination or
44 resignation as follows:

45
46

January – March	0
April – June	8 hours
July – September	16 hours
October – December	24 hours

47
48
49
50

51 Officers hired after 1/1/11 shall receive 24 PTO hours each year until January 1 following the year said officer
52 qualifies for the Senior Police Officer by passing the Position Enhancement Program test. On January 1

1 following that year the officer will receive 32 PTO hours each year to be used as paid time off. Any PTO
2 hours not used as of December 31st will be paid out on the first paycheck in January at the previous year's
3 rate.
4

5 For those officers eligible for 24 hours – PTO hours shall be pro-rated in the year of hire, termination or
6 resignation as follows:
7

	<u>Hired</u>	<u>Leaving</u>
8 January – April	16 hours	0 hours
9 May – August	8 hours	8 hours
10 September – December	0 hours	16 hours

11
12
13 At the time of retirement, officers who qualify for an annuity under the Wisconsin Retirement Fund shall
14 receive their full unused balance of PTO pursuant to the PEHP.
15

16 Officers shall use PTO to cover the hours of their scheduled shift not including resume time.
17

18 C. Funeral Leave

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

34
35 D. Leave of Absence Without Pay

- 36 1. Requests for leave of absence without pay for justifiable reasons shall be made by written application on
37 a form provided by the Human Resources Office and be submitted at least two (2) days prior to the
38 anticipated leave.
 - 39 a) For a leave not to exceed three (3) consecutive days, their request shall be made to and approved by
40 the Police Chief.
 - 41 b) For a leave in excess of three (3) consecutive days, or for a partial leave of absence, they shall make
42 their request to the Director of Human Resources after securing the approval of the Chief.
 - 43 c) No officer shall be granted a leave of absence without pay unless such officer makes arrangements in
44 advance with the Director of Human Resources for payment of hospital/surgical and life insurance
45 during the period of the absence.
 - 46 d) Officers on a partial leave of absence shall be paid at their regular rate for actual hours worked and
47 shall receive pro-rated fringe benefits based on actual hours worked, provided, however, that such
48 leave shall not change the officer's seniority date.
- 49 2. A leave of absence without pay shall be granted to officers for recuperation from off-duty injury or illness,
50 provided that the following requirements are met in addition to the requirements of Item 1 above:
51
52

- a) The leave shall be for the period of the doctor's prognosis but not to exceed one year.
- b) The officer must use all available accumulated sick leave, vacation and compensatory time before going on such leave.
- c) The officer must provide, in advance, a doctor's statement indicating that the officer 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.

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.

Dental Insurance

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

ARTICLE 12 – POST EMPLOYMENT HEALTH PLAN

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

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

ARTICLE 13 – RETIREMENT CONTRIBUTION

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

ARTICLE 14 – LIFE INSURANCE

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

ARTICLE 15 – CLOTHING ALLOWANCE

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

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

1
2 All officers are required to obtain and maintain per department standards, all clothing and equipment required by the
3 City for duty and special assignments.
4

5 The City reserves the right to set standards for and regulate items of equipment and uniform clothing to include, but
6 not be limited to, color, style, fabric, material, brand and specifications. The City further reserves the right to
7 determine the serviceability of any items of uniform clothing and equipment.
8

9 In the event an officer's uniform, equipment, and/or eye wear are damaged or destroyed as the result of an unusual or
10 extreme incident occurring in the course of their duty, the City shall pay the cost of repairing such damage or shall pay
11 for its replacement and shall thereupon be entitled to collect any restitution ordered by the Courts. It is understood
12 and agreed in accordance with this paragraph that payment hereunder will be made in the instances such that are of
13 an emergency or extreme nature, such as apprehension of an individual or an unusual incident which required
14 emergency or extreme action on the part of an officer.
15

16 The City will provide body armor to all newly hired officers. The City shall replace the City provided body armor on a
17 five-year rotating cycle. The wearing of body armor shall be mandatory for all officers to whom the City has provided
18 it unless the City grants an exemption. The City shall be responsible for the maintenance cost to a City supplied vest
19 between the time of issuance and replacement of said vest.
20

21 A joint-labor management committee shall recommend specifications and manufacturers and an implementation plan
22 to the Police Chief.
23

24 ARTICLE 16 – COMPENSATION FOR ATTENDING TRAINING PROGRAMS

25
26 The City shall pay expenses incurred by officers ordered to attend training programs by the Chief or designee.
27

28 ARTICLE 17 – RULES AND REGULATIONS

29
30 The rules and regulations of the Appleton Police Department as established by the Police and Fire Commission of the
31 City of Appleton in accordance with the provisions of and pursuant to Chapter 111.7, Section 62.13 of the Wisconsin
32 Statutes, shall be made part of this Agreement by reference.
33

34 The Association recognizes the right of the Employer to promulgate reasonable rules and regulations from time to
35 time, provided a copy is submitted to the Association ten (10) days before implementation.
36

37 ARTICLE 18 – GRIEVANCE PROCEDURE

38
39 Both the Association and City recognize that grievances and complaints should be settled promptly and at the earliest
40 possible steps and that the grievance process must be initiated within fifteen (15) days (Saturdays, Sundays and
41 holidays excluded) of the incident or within fifteen (15) days (Saturdays, Sundays and holidays excluded) of the officer
42 or Association learning of the incident. Any grievance not reported or filed within the time limits set forth above shall
43 be invalid, provided, however, that the time limits may be extended by mutual consent of the parties.
44

45 Any grievance not reported or filed within the time limits set forth above, and any grievance not properly presented to
46 the next step within the time limits set forth below, shall be invalid, provided, however, that the time limits may be
47 extended by mutual agreement.
48

49 Any difference of opinion or misunderstanding as to the application or interpretation of the terms and conditions of this
50 agreement shall be handled in the following manner:
51

- 1 1. The aggrieved officer or the Association shall present the grievance orally to their supervisor either alone or
2 accompanied by an Association representative.
3 2. If the grievance is not settled at the first step, it shall be reduced to writing and presented to the Assistant
4 Chief within five (5) days (Saturdays, Sundays and holidays excluded) of completion of Step 1. Such
5 grievance shall specify the provisions of this agreement which were allegedly violated. Within five (5) days
6 (Saturdays, Sundays and holidays excluded) the Assistant Chief shall furnish the officer and the Association
7 with a written answer to the grievance.
8 3. If the grievance is not settled at the second step, the grievance shall be presented in writing to the Police
9 Chief within five (5) days (Saturdays, Sundays and holidays excluded) from receipt of the written response in
10 Step 2. The Chief shall, within five (5) days (Saturdays, Sundays and holidays excluded), hold an informal
11 meeting with the aggrieved officer, Assistant Chief/or Captain and Association representative.
12

13 If the grievance is not resolved to the satisfaction of all parties within five (5) days (Saturdays, Sundays and
14 holidays excluded), either party may proceed to the next Step.
15

- 16 4. The grievance shall be presented in writing to the Human Resources Director or designee within seven (7)
17 days (Saturdays, Sundays and holidays excluded) of completion of Step 3.
18
19 a. The Human Resources Director or designee shall within five (5) days (Saturdays, Sundays and holidays
20 excluded) set up an informal meeting with all parties involved up to this point. Within seven (7) days
21 (Saturdays, Sundays and holidays excluded) after this meeting, a determination shall be made and
22 reduced to writing and copies submitted to all parties involved.
23
24 5. If the grievance is not settled at the fourth step of the grievance procedure, the aggrieved party may within
25 five (5) days (Saturdays, Sundays and holidays excluded) submit the grievance to an arbitrator. The
26 arbitrator shall be selected by the Wisconsin Employment Relations Commission. The decision of the
27 arbitrator shall be final and binding on all parties except for judicial review. Both parties shall share equally
28 the cost and expenses of the arbitrator proceedings, if any, including transcript fees. Each party, however,
29 shall bear its own cost of their representative, attorneys and witnesses.
30

31 The Association may appoint representatives of the Association and shall inform the City of the names of the
32 individuals so appointed and of any change thereafter made in such appointment. The City shall allow the
33 representatives the necessary time to process grievances during the course of the duty day.
34

35 ARTICLE 19 – MILITARY LEAVE

36

37 Officers having permanent status and who are duly enrolled members of the National Guard, the State Guard, the
38 Officers Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Naval Reserve Corps, the Marine Corps
39 Reserve or any other reserve component of the military or naval forces of the United States or the State of Wisconsin
40 now or hereafter organized or constituted under Federal Law, are entitled to leaves of absence without loss of time to
41 enable them to attend military or naval schools, field camps of instruction and naval exercises which have been duly
42 ordered held, but not to exceed twenty (20) days, in the calendar year in which so ordered and held. All military leave,
43 including active duty shall be governed by USERRA.
44

45 The difference in pay between military pay during time of attendance and the officer's regular pay during the same
46 period shall be paid by the City.
47

48 The leave granted is in addition to all other leaves.
49

50 ARTICLE 20 – SUSPENSION, DISMISSAL AND REDUCTION IN RANK

51

1 Suspension, dismissal and reduction in rank of officers from the Police Department shall be governed by Section
2 62.13 of the Wisconsin Statutes.

3
4 All newly hired officers shall be considered probationary for one year from the time they complete their formal training
5 period with the Appleton Police Department, but not to exceed eighteen (18) months from their date of hire, unless for
6 extenuating circumstances (e.g. military leave, etc.).

7
8 Continued employment beyond the probationary period above noted is hereby defined as evidence of satisfactory
9 completion of probation.

10
11 A regular officer is hereby defined as a person who has satisfactorily completed their probationary period and is hired
12 to fill a full-time position in the Table of Organization.

13
14 The seniority of a regular officer who has satisfactorily completed probation shall date from their date of employment.
15 Proper records indicating status of officers shall be maintained. Seniority shall be established for each officer and
16 shall consist of the total calendar time elapsed since the date of their employment. Seniority rights terminate upon
17 discharge or quitting.

18 19 ARTICLE 21 – FIELD TRAINING OFFICER PROGRAM

20
21 Notwithstanding any other provisions of this Agreement, the City shall have the right to establish policy for the
22 implementation of a Field Training Officer program including but not limited to the right to determine eligibility for
23 participation in the program.

24
25 Those individuals participating in the program shall be paid one hour of pay, at the rate of time and one half (1.5) for
26 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
27 of day (8 or 12) that the officer completes the evaluation form and paperwork, in the performance of field training
28 officer duties.

29 30 ARTICLE 22 - CANINE HANDLERS

31
32 Notwithstanding any other provisions of this Agreement, the Chief shall have the right to establish policy for the
33 implementation and maintenance of a Canine Handler program including but not limited to the right to determine
34 eligibility for participation in the program and other program administrative requirements. The continuation of the
35 canine program shall be at the sole discretion of the Chief.

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

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

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

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

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

5
6 ARTICLE 23 – DEFENSE OF OFFICERS BY THE CITY ATTORNEY
7

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

11
12 ARTICLE 24 – AMENDMENT PROVISION
13

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

18
19 ARTICLE 25 – SAVINGS CLAUSE
20

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

26
27 ARTICLE 26 – NO OTHER AGREEMENT
28

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

31
32 ARTICLE 27 – CHANGES IN THE TERMS OF THIS AGREEMENT
33

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

37
38 ARTICLE 28 – EDUCATION REIMBURSEMENT
39

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

43
44 The City will reimburse up to 50% of the cost of required books and tuition for successful completion of courses taken
45 to obtain a baccalaureate or master degree in Police Science, Police Administration or a field substantially related to
46 Policing as determined by the Chief, from an institution accredited by the North Central Association. Successful
47 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
48 grades are issued. The tuition payment by the City shall not exceed that charged by the University of Wisconsin
49 system for similar courses.
50

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

3
4 Student classroom and study hours shall not be construed as work hours nor be subject to compensation.

5
6 Officers must follow the Department Procedure to be eligible for reimbursement.

7
8 ARTICLE 29 – FUNCTION OF MANAGEMENT

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

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

23
24 ARTICLE 30 – DUES DEDUCTION

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

1 application or interpretation of the Article through representatives of the Employer's own choosing and at its
2 own expense.

3
4 ARTICLE 31 – ONE-TO-ONE CAR PLAN

5
6 Notwithstanding any other provisions of this Agreement, the City shall have the right to establish rules and regulations
7 for the operation of the one-to-one car plan including but not limited to the right to determine eligibility for participation
8 in the plan. Administration of such rules and regulations shall be subject to the grievance procedure.

9
10 Participation in the one-to-one car plan by those individuals eligible for participation shall be voluntary. Eligible
11 individuals may not change their election whether to participate other than at intervals specified by the City, which
12 shall not be less than once each calendar year.

13
14 ARTICLE 32 – PHYSICAL FITNESS PROGRAM

15
16 In recognition of the importance that physical fitness plays in the general health and well-being of police officers and in
17 consideration of the relationship between good health and well-being and effective efficient police service, the
18 following physical fitness program is adopted.

- 19
20 A. For purposes of this program four categories of physical fitness are recognized: 1-poor, 2-adequate, 3-good,
21 4-excellent.
22
23 B. Participating officers will be tested annually and will be paid a maximum of 60-minutes pay, or 90-minutes if
24 completing the run, at time and one half for participation in the testing procedure.
25
26 C. A testing period is defined as the time between the start of one round of physical fitness tests and the start of
27 the next round of physical fitness tests.
28
29 D. All officers who score as "excellent" will be paid a premium of 2% of their base pay and shall accumulate eight
30 (8) hours of physical fitness bonus for each testing date. All officers who score as "good" will be paid a
31 premium of 1% of their base pay and shall accumulate four (4) hours of physical fitness bonus for each
32 testing date. Those who score as "adequate" will receive no salary or physical fitness bonus incentive. Such
33 premium payment shall be in a lump sum payable within thirty (30) days of the finalization of the testing
34 results and shall be calculated on the basis of 2% or 1% of the officer's annual base pay, calculated on the
35 rate of pay at the time of the test. Officers shall be paid their accumulated physical fitness bonus pay upon
36 retirement to the Post Employment Health Plan. New officers are not eligible for payment under the program
37 until they have participated in one of the regularly scheduled testing procedures.
38
39 E. Officers must maintain a rating of "adequate" or better. Failure to do so may subject the officer to disciplinary
40 action and shall be considered relevant evidence of the officer's inability to fully perform the expected duties
41 of their position.
42
43 F. Any officer who fails to maintain a rating of "adequate" or better, while not subject to discipline for such action,
44 shall not be exempt from discipline for inability to fully perform the expected duties of the position. Further,
45 the department reserves the right to assess the medical and physical fitness of each officer to perform all
46 duties of a police officer.
47
48 G. Any officer who for reasons of illness or injury, is temporarily unable to perform their previous recorded level
49 during any test period shall, after review and determination by the Chief of Police as to legitimacy, be paid at
50 the previous rate for a period that shall not exceed one testing period. If possible, the officer shall test during
51 that period to show the ability to complete the physical fitness testing. After one testing period, if such illness
52 or injury continues, the officer shall receive premium pay only if they test during the test period.

- 1
2 H. All officers are responsible for determining their fitness to participate in the testing process. Officers must
3 provide a statement indicating that they have been involved in a physical fitness program for the six-month
4 period preceding the assessment.
5
6 I. It is mutually agreed that the following are valid job-related criteria for determining physical fitness of Appleton
7 Police Officers.
8
9 1. Upper body strength
10 2. Abdominal strength
11 3. Flexibility
12 4. Cardiovascular endurance
13 5. Percentage of body fat
14
15 J. The Chief of Police shall establish standards consistent with the above criteria for use in this program. Such
16 standards shall not be raised without prior approval of the Board of Directors of the Association.
17

18 ARTICLE 33 – POSITION ENHANCEMENT PROGRAM
19

20 Progression through the steps of Exhibit “A” shall be based on the agreed-upon Position Enhancement Program.
21 Participation in the program shall be voluntary.
22

23 In order to keep the Officer Position Enhancement Program current and relevant to contemporary policing needs, the
24 City and the Association may, from time to time, find it necessary to modify criteria for movement through the various
25 steps. The City agrees that no changes will be made in the standards or to the advancement criteria for: Senior
26 Police Officer, Master Police Officer, Sergeant, and Senior Sergeant, without the prior approval of the Association. In
27 addition, the City agrees that standards must be reasonable, appropriate and consistent with job performance
28 expectations of police personnel. Nothing contained herein shall limit or restrict the Association’s right to negotiate
29 over mandatory subjects of bargaining.
30

31 ARTICLE 34 – WEIGHT STANDARDS
32

- 33 A. All officers shall be required to maintain a percentage of body fat of “adequate” or better, in accordance with
34 the agreed upon body fat charts.
35
36 B. All officers will be tested for percentage of body fat annually, except that those who fall below the “adequate”
37 level shall be tested monthly until they reach and maintain an “adequate” level.
38
39 C. Officers whose percentage of body fat fall below the “adequate” level must show progress toward “adequate”
40 in their monthly testing and must reach the “adequate” level within one year.
41
42 D. Officers may be subject to progressive discipline for failure to comply with “C” above.
43
44 E. Nothing contained herein shall be construed as a waiver of any officer’s rights under State Statutes 62.13 or
45 Article 18 of this Agreement.
46

47 ARTICLE 35 – JURY DUTY
48

49 Officers requested to be on jury duty shall be paid their normal pay and will turn over their jury duty fees to the City,
50 excluding actual expenses. For scheduling purposes, such officers shall be considered on the day shift, on any day in
51 which they are required to report for jury duty. Provided, however, that third shift officers will not be required to work
52 immediately prior to being required to appear for jury duty. Officers who are excused from jury duty prior to the end of

1 the day shift shall report to the Police Department for assignment for the balance of that shift. For purposes of this
2 section, day shift shall be defined as 8 AM to 4 PM.

3
4 ARTICLE 36 – LAYOFF

5
6 When it becomes necessary to reduce the number of officers, regular part-time officers within the bargaining unit shall
7 be dismissed first, and thereafter officers shall be dismissed in the order of the shortest length of service in the
8 bargaining unit.

9
10 1. Classification Elimination

11
12 Any subsequent reassignment as a result of a classification elimination from Sergeant to Police Officer shall be on
13 the basis of classification seniority. The Sergeant with the lowest classification seniority shall be reassigned to
14 Patrol Officer with departmental seniority back to original date of hire.

15
16 Classification seniority shall consist of the total calendar time of regular full-time employment in a particular job
17 classification listed on the wage schedule, i.e. Sergeant and Police Officer. An officer who permanently leaves
18 one job classification will maintain the classification seniority they had at the time of leaving, but will not accrue
19 further seniority in their former classification unless they permanently return to such classification.

20
21 In the event that the higher position is recreated, the officer removed shall be reinstated with the higher
22 position.

23
24 Affected officers may accept layoff in lieu of reclassification.

25
26 2. Recall from Layoff:

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

36
37 ARTICLE 37 – SURVIVOR BENEFITS

38
39 Any officer who dies while classified as a regular full-time officer shall be entitled to all of the accrued and earned sick
40 days (not to exceed seven hundred and twenty hours), vacation days and holidays not used and all overtime earned
41 but not taken, plus any outstanding salary which may be owed to the deceased. These benefits will be computed at
42 the rate in existence at the time of death and paid to the estate as soon as practical.

43
44 ARTICLE 38 – ASSOCIATION BARGAINING COMMITTEE/ASSOCIATION BUSINESS

45
46 Officers who are members of the Association bargaining team shall be allowed to attend bargaining sessions and
47 Grievance Arbitrations while on duty without loss of pay or benefits provided, however, that not more than four on-duty
48 persons shall be allowed to attend at the same time.

49
50 Out-Of-Service Hours: On-duty officers taking themselves out of service must obtain prior approval from their
51 supervisor to attend any meeting. Out of service shall be defined as being on duty but unavailable to receive radio

1 calls. Officers who are out of service must continue to be available as deemed appropriate by the supervisor. Out of
2 service may be rescinded, by the supervisor, should the need of the department warrant.

3
4 ARTICLE 39 – NO STRIKE CLAUSE

5
6 No strikes of any kind shall be caused or sanctioned by the Association during the term of this agreement.

7
8 ARTICLE 40 – TERM OF AGREEMENT

9
10 This Agreement shall become effective as of January 1, 2020 and remain in full force and effect to and including
11 December 31, 2023, and shall renew itself for additional one-year periods thereafter unless either party pursuant to
12 Article 27 has notified the other party in writing that it desires to alter or amend this Agreement at the end of the
13 Agreement period.

14
15 It is agreed by and between the parties that the terms and conditions of the Employment Agreement as contained
16 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 _____ day of _____, 2017.

CITY OF APPLETON:

BY: _____
Timothy Hanna, Mayor

APPLETON PROFESSIONAL POLICE ASSOCIATION

ATTEST:

President

BY: _____
Kami Lynch, City Clerk

Secretary/Treasurer

Approved as to form:

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

James P. Walsh
City Attorney
City of Appleton, Wisconsin

Business Agent

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

Anthony Saucerman
Director of Finance
City of Appleton, Wisconsin

APPA WAGE SCHEDULE 2020 - 2023

4/1/20 - 1.00%
 10/1/20 - 1.25%
 4/1/21 - 1.0%
 10/1/21 - 1.25%
 4/1/22 - 1.0%
 10/1/22 - 1.50%
 4/1/23 1.5%
 10/1/23 1.5%

	4/1/20 Rate	10/1/20 Rate	4/1/21 Rate	10/1/21 Rate	4/1/22 Rate	10/1/22 Rate	4/1/23 Rate	10/1/23 Rate
POLICE OFFICER WITHOUT DEGREE								
Start step	\$29.70	\$30.07	\$30.37	\$30.75	\$31.06	\$31.53	\$32.00	\$32.48
6 months Step	\$30.87	\$31.26	\$31.57	\$31.96	\$32.28	\$32.76	\$33.25	\$33.75
2 years Step	\$32.22	\$32.62	\$32.95	\$33.36	\$33.69	\$34.20	\$34.71	\$35.23
3 years Step	\$33.04	\$33.45	\$33.78	\$34.20	\$34.54	\$35.06	\$35.59	\$36.12
4 years Step	\$33.97	\$34.39	\$34.73	\$35.16	\$35.51	\$36.04	\$36.58	\$37.13
5 years Step	\$35.46	\$35.90	\$36.26	\$36.71	\$37.08	\$37.64	\$38.20	\$38.77
SENIOR POLICE OFFICER	\$37.44	\$37.91	\$38.29	\$38.77	\$39.16	\$39.75	\$40.35	\$40.96
MASTER POLICE OFFICER	\$38.34	\$38.82	\$39.21	\$39.70	\$40.10	\$40.70	\$41.31	\$41.93
POLICE SERGEANT	\$39.30	\$39.79	\$40.19	\$40.69	\$41.10	\$41.72	\$42.35	\$42.99
POLICE SENIOR SERGEANT	\$40.30	\$40.80	\$41.21	\$41.73	\$42.15	\$42.78	\$43.42	\$44.07
POLICE OFFICER WITH DEGREE								
Start step	\$29.70	\$30.07	\$30.37	\$30.75	\$31.06	\$31.53	\$32.00	\$32.48
6 months Step	\$30.87	\$31.26	\$31.57	\$31.96	\$32.28	\$32.76	\$33.25	\$33.75
2 years Step	\$32.22	\$32.62	\$32.95	\$33.36	\$33.69	\$34.20	\$34.71	\$35.23
3 years Step	\$33.36	\$33.78	\$34.12	\$34.55	\$34.90	\$35.42	\$35.95	\$36.49
4 years Step	\$34.76	\$35.19	\$35.54	\$35.98	\$36.34	\$36.89	\$37.44	\$38.00
5 years Step	\$36.13	\$36.58	\$36.95	\$37.41	\$37.78	\$38.35	\$38.93	\$39.51
SENIOR POLICE OFFICER	\$38.13	\$38.61	\$39.00	\$39.49	\$39.88	\$40.48	\$41.09	\$41.71
MASTER POLICE OFFICER	\$39.15	\$39.64	\$40.04	\$40.54	\$40.95	\$41.56	\$42.18	\$42.81
POLICE SERGEANT	\$40.08	\$40.58	\$40.99	\$41.50	\$41.92	\$42.55	\$43.19	\$43.84
POLICE SENIOR SERGEANT	\$41.08	\$41.59	\$42.01	\$42.54	\$42.97	\$43.61	\$44.26	\$44.92

- 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.

LETTER OF UNDERSTANDING

WEEK DAY PATROL

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 for a Week Day Patrol schedule for two APPA Operational officers. All other provisions of the union contract shall remain unchanged.

ARTICLE 3 – HOURS

- A. **Hours:** A normal scheduled work day shall consist of an eight (8) hour and ten (10) minute shift which shall include a ten (10) minute resume' time normally scheduled prior to the designated shift hour and used primarily for the purpose of orientation and resume'.

- B. **Work Schedule:** The work schedule shall consist of five (5) days on, two (2) days off, five (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 schedule incorporates contract days off.

The City of Appleton and the Appleton Professional Police Association (APPA) agree to this Week Day Patrol schedule. The City of Appleton reserves the right to discontinue the Week Day Patrol schedule at any point or at the end of the current contract term.

Recruitment Status Report

Updates thru 11/09/2023

HR Generalist	Position	Dept.	Date of Vacancy	Open Date	# of Openings	Status
Jessie	Operator II - Stormwater	DPW	11/01/23	10/18/23	1	Panel interviews: 11/27/23.
	Engineering Technician	DPW	07/14/23	08/23/23	1	Reviewing applications.
	Civil Engineer	DPW	09/25/23	09/22/23	1	Panel interviews: 11/09/23.
	Administrative Services Coordinator	DPW	02/03/24	10/30/23	1	Application deadline: 11/19/23.
	Bus Driver	VT	Multiple	N/A	10	Application deadline: 11/19/23.
	Bus Driver - Part-Time	VT	N/A	N/A	N/A	Application deadline: 11/19/23. Panel interview: 11/05/23.
	Utility Worker - Part-Time	VT	09/30/21	10/05/21	N/A	Application deadline: 11/19/23.
	Utility Worker	VT	New Position	08/01/23	1	Application deadline: 11/19/23.
	Maintenance Specialist - Millwright	Utilities	10/02/23	08/31/23	N/A	Job offer accepted, start date: 11/27/23.
	Allison	Police Officer	Police	12/01/23	N/A	1 + Elig.
Communication Specialist - .5 FTE		Police	09/30/23	10/09/23	1	Pending next steps.
Community Service Officer		Police	01/10/24	11/09/23	1	Application deadline: 12/03/23.
Executive Assistant to the Police Chief		Police	01/03/24	10/06/23	1	Panel interviews: 11/10/23.
Firefighter		Fire	Multiple	09/15/23	2	PFC interviews: 11/27/23.
Administrative Support Specialist - Clerk's Office		Legal & Admin Services	10/02/23	09/27/23	1	Job offer accepted, start date: 1/03/24.
Executive Assistant to the Mayor		Mayor's Office	11/04/23	10/31/23	1	Application deadline: 11/12/23.
Librarian - Adult Services & Engagement		Library	08/29/23	10/30/23	1	Application deadline: 11/19/23.
Real Estate Property Lister	CED	New Position	11/09/23	1	Application deadline: 12/03/23.	

Total Positions Open: 28

Total Eligibility Lists: 1

Positions on Hold

HR Generalist	Position	Dept.	Date of Vacancy	# of Openings	Status
Allison	Library Clerk - Regular Part-Time	Library	07/01/22	1	Internal transfer. Position on hold.
	Library Assistant - Materials Mgmt (Catalog)	Library	New Position	1	Position on hold.
	Code Compliance Inspector	CED	New Position	1	Determining process.
Jessie	Transit Maintenance Operations Supervisor	VT	03/25/23	1	Position on hold.
	HVAC Technician	PRFM	11/25/20	1	Position on hold.

Total Positions On Hold: 5

