

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.