

# APPLETON PROFESSIONAL POLICE ASSOCIATION AND

## CITY OF APPLETON

### TENTATIVE AGREEMENTS

November 2, 2016

#### ARTICLE 4 – OVERTIME

The availability of a telephone number with a taped message **and/or an email** relative to the cancellations **and the posting of such cancellations on a department bulletin board** shall constitute proper notification.

Employees who are required to participate in training on their off-duty time shall be paid **or receive compensatory time**, at the rate of time and one half, for actual time spent at such training and for reasonable travel time but shall not be eligible for call time or any minimum payment

#### ARTICLE 8 – VACATIONS

##### **Convert days to hours.**

**40 hours** **1 work week** vacation after 1 year of service.  
**80 hours** **2 work weeks** vacation after 2 years of service.  
**120 hours** **3 work weeks** vacation after 8 years of service.  
**160 hours** **4 work weeks** vacation after 12 years of service.  
**176 hours** **vacation after 15 years of service**  
**200 hours** **5 work weeks** vacation after 20 years of service.

Vacation allowances shall not be cumulative and **after the qualifications have been met for additional vacation, it must be taken between January 1 and December 31, except that employees entitled to 40 or 80 hours one or two weeks of vacation shall be permitted to carry over up to 40 hours one week of vacation into the following year, or and may have up to 40 hours one week of the vacation paid to the Post Employment Health Plan or H.S.A., and other employees shall be permitted to carry over all or portions of their 120, 160, and 200 hours third, fourth, and fifth weeks of vacation into the following year, or may have up to 80 hours two weeks of vacation paid to the Post Employment Health Plan,** provided that they notify the Chief or designee of their intent to do so not earlier than October 15 and not later than November 1.

#### ARTICLE 9. PAID HOLIDAYS

In lieu of any further compensation for the above holidays, shift employees shall receive 128 hours pay and non-shift employees **(employees who have 122 contract days off annually)** shall receive 100 hours pay per year at their regular straight time rate.

#### ARTICLE 10. LEAVES

##### **PTO-convert days to hours**

##### **Sick Leave**

**At retirement or death, the retired Officer or their estate shall receive payment for their unused accumulated sick leave up to but not to exceed ninety (90) working days paid to the PEHP. as compensatory time or cash payment, as the Officer may choose, as a bonus for services given the City. Said ninety (90) days shall be increased by four (4) hours for each time an employee scores "excellent" and by two (2) hours for each time an employee scores "good" in the physical fitness testing procedure. (Move physical fitness bonus language to Article 31. Physical Fitness Program)**

Such payment shall not be made available to the employee until six (6) months after written notification of the employee's intent to retire. Such notification may be withdrawn by the employee provided it is done at least thirty (30) days prior to the retirement date specified in the notification and further provided that no employee shall be permitted to withdraw more than one notification of intent to retire.

At death, the deceased employee's, shall have the option to select the payment of their unused accumulated sick leave and all other benefits owed and vacation, pursuant to the PEHP guidelines shall be direct deposited into the employee's account used for payroll. In the event that the employee should die before said fund has exhausted, said monies shall continue to be used for the payment of the same insurance plan of their survivors, if they are eligible for continuation of such coverage. If there are no survivors or they are not eligible for coverage, such remaining funds shall be paid to the retiree's estate. Once the initial option has been made by the employee to set up such fund for the payment of insurance premiums, no changes shall be made thereafter.

#### Funeral

In the event of the death of an employee's or spouse's grandparent, relative but not a member of the immediate family, the Officer will be given the paid funeral leave for the day of the funeral, provided the Officer was scheduled to work and attends the funeral.

#### ARTICLE 12 – POST EMPLOYMENT HEALTH PLAN

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

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

#### ARTICLE 13 – RETIREMENT CONTRIBUTION

Effective the first full pay period in January, 2014 employees agree to pay three percent (3%) contribution for funding benefits under the Wisconsin Retirement Fund. Effective the first full pay period in July, 2015 Employees 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 \$20,000- \$50,000 worth of life insurance per employee shall be continued. The City will assume 100% of the cost of the aforesaid life insurance program.

#### ARTICLE 15. CLOTHING ALLOWANCE

Increase \$583.36 to \$600

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

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

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

The City will provide body armor to all newly hired officers. The City shall replace the City provided body armor on a five year rotating cycle. ~~Employees hired before January 1, 1996, shall have the option of participating or not participating in this program when they are first scheduled to receive the body armor. A decision to participate is not revocable. A decision not to participate can be changed at any time.~~

#### ARTICLE 27 – EDUCATION REIMBURSEMENT

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

#### ARTICLE 31 – PHYSICAL FITNESS PROGRAM

~~Any~~ employees hired on or after January 1, 1980, must maintain a rating of "adequate" or better  
Any ~~other~~ employee who ~~elects not to participate or who~~ fails to maintain a rating of "adequate" or better,

All Officers who score as "excellent" will be paid a premium of 2% of their base pay and **shall accumulate four (4) hours of physical fitness bonus for each testing date.** All Officers ~~those who~~ score as "good" will be paid a premium of 1% of their base pay **and shall accumulate two (2) hours of physical fitness bonus for each until the next 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 one half of the employee's annual base pay, calculated on the rate of pay at the time of the test. **Employees shall be paid their accumulated physical fitness bonus pay upon retirement to the Post Employment Health Plan** Such employees shall also be eligible for increased retirement bonus as provided in Article 10 A(7). ~~Those who score as "adequate" will receive no salary or retirement bonus incentive.~~ New employees are not eligible for payment under the program until they have participated in one of the regularly scheduled testing procedures.

#### ARTICLE 32 – POSITION ENHANCEMENT PROGRAM

In order to keep the **Officer** Position Enhancement Program current and relevant to contemporary policing needs, the City and the Association may, from time to time, find it necessary to modify criteria for movement through the various steps. The City agrees that no changes will be made in the standards **or to the advancement criteria.** ~~The City also agrees, that no changes will be made to the advancement criteria for: Senior Police Officer, Master Police Officer, Sergeant, and Senior Sergeant, without prior consultation with the Association as outlined on pages 8 and 9 of the Officer Position Enhancement Program, dated 2007, .....~~

#### ARTICLE 36 – SURVIVOR BENEFITS

Strike ~~owned~~ replace with **owed**

#### ARTICLE 37 – ASSOCIATION BARGAINING COMMITTEE/ASSOCIATION BUSINESS

~~Delete: via pager or some other method~~ as deemed appropriate by the supervisor  
Progression through the above schedule shall be as follows:

A. Except as otherwise provided, trainee Police Officers will start at the Starting Wage Step A of the pay schedule

B. Police Officers will move as follows:

1. Step B 6 Month Step after six (6) months of service.
2. Step C 2 Year Step after two (2) full years of service.
3. Step D 3 Year Step after three (3) full years of service.
4. Step E 4 Year Step after four (4) full years of service.
5. Step F 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 employees possessing significant policing experience or specialized skill may, at the discretion of the Chief, be hired at any step up to and including 3 Year Step D of the pay schedule. Additionally, the Chief shall **determine vacation allowance**. For purposes of future pay advancement, such employees shall be deemed to have the years of service which their pay step represents. **For purposes of vacation, such employees shall advance based on their years of service.** For all other purposes, seniority shall be determined from the actual date that the employee was hired.

**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 employee will move to the starting step of the pay schedule.**

**Sick Leave Bank Letter of Understanding**

Take off: DeWall, Meyer, Tauber and Wassink

**Canine Agreement - reattach**

**Modified Pittman Schedule Letter of Understanding – re-sign with change below**

Funeral Leave 2. In the event.....not to exceed 24 hours 3 working days.

**Post Employment Health Plan unsigned attachment – delete**

**Unified Tactic Training, 1.5 compensatory time, two times per year during regular schedule. (no contract language)**

**Supervisors will cover for Special Events (overtime posted and no one signs) (no contract language)**

**Telephone subpoenas: update procedure (one hour)**

**Change reference of Deputy Chief to Assistant Chief/or designee throughout the contract**

**WAGE SCHEDULE:**

**Take off reference of “New Hires after 1/1/2011 and eliminate rates prior to the 1/1/11 (2<sup>nd</sup> and 4<sup>th</sup> set of Police Officer rates).**

2017: 7/1-1.5% and 10/1 1.0%

2018: 1/1-1.5% and 7/1-1.0%

2019: 1/1-1% and 7/1-1.0%