

**CITY OF APPLETON**  
**Appleton Professional Police Association**  
**CBA TENTATIVE AGREEMENTS**  
**August 26, 2019**

1. ARTICLE 3 HOURS

Strike language (lines 45-47): ~~Officers requesting this provision shall notify their Assistant Chief not earlier than October 1 nor later than October 15 of the number of days which they are requesting for the following year.~~

Add language (G. Trade Time): Employees shall be allowed to trade shifts with other employees pursuant to departmental procedures for trading. Additionally, employees shall be allowed to trade compensatory time in lieu of working back a trade day pursuant to departmental procedures. The traded compensatory time must be for the same number of hours worked.

2. ARTICLE 4 OVERTIME

Add language: Employees may request to be paid out for some or all of their accumulated compensatory time balance on any payroll with appropriate notice to the department.

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

Add language: The three hours of straight time call pay for Court, Re-call, and Court Cancellation will be paid in cash and cannot be banked as compensatory time. In addition, reimbursed overtime services (e.g. grant work, security services, and AASD services) work will be paid in cash and cannot be banked as compensatory time.

Replace language: ~~Court Cancellation: Court cancellations shall include any cancellation that does not occur prior to or at the end of the officer's regular shift before the appearance. That an officer scheduled to make a court appearance outside their regularly scheduled workday or workweek shall follow the department procedure to verify if court has been cancelled. If court has been canceled, the officer shall not report and will not be eligible for court cancellation pay. If court is cancelled after following procedure, then the officer shall be eligible for court cancellation pay. The City agrees that no changes will be made in the court cancellation criteria without the prior approval of the Association.~~

Add language (to define actual hours worked as): the officer is in a department issued vehicle or has arrived at the department, is in department appropriate attire, and has the necessary equipment to carry out their work (10-41).

Add language (to define within one-half (1/2) hour): as equal to or less 30.00 minutes.

Strike redundant language (lines 43-45) given this is already under Article 31 Physical Fitness: ~~Payment for off duty time spent in physical fitness or weight standards testing shall be at the rate of time and one half for all time spent in such testings, but not to exceed two hours at time and one half for any employee in any testing period.~~

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

### 3. ARTICLE 8 VACATION

Modify language: The first 40 hours of unused vacation will be carried over. Any hours in addition to the carry over hours, up to 40 hours, may be paid to the Post Employment Health Plan or H.S.A. An employee choosing to have unused vacation paid to the Post Employment Health Plan or H.S.A. shall complete and submit the appropriate departmental form.

Strike language: ~~notify the Chief or designee of their intent to do so not earlier than October 15 and not later than November 1. All requests must be approved by the Chief and forwarded to Human Resources by December 15. Any vacation carried over to the following year must be used by June 1 or it will be forfeited.~~

Modify language ~~Regular employees will be eligible for their first paid vacation as of the first anniversary of their date of hire. After qualifying for their first vacation, employees will be eligible for future vacations as of January 1 of each calendar year. Regular employees shall be entitled to paid vacation benefits as of January 1 of each year based upon their length of continuous service. For purposes of determining future vacation eligibility, the year of hire shall be treated as a full year of service.~~

Add language: Vacation picks for patrol shall be accomplished by a rotation of vacation block requests followed by single vacation day requests. For purposes of this article, a block shall be defined as two (2) or more consecutive work days. The vacation block requests will be approved on a seniority basis with the most senior employee 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 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.

Add language: Employees shall use vacation time to cover the hours of their scheduled shift not including resume time.

Add language: To accommodate employees who request to voluntarily participate in training on their off-duty time, the department will attempt to schedule the employee for time off in either the same FLSA period for training time worked so as not to create FLSA overtime or outside of the FLSA period in exchange for training time worked. When the department is not able to schedule time off in exchange for training time worked, the employee shall be paid overtime.

### 4. ARTICLE 10 LEAVES

Reduce sick rate from 5.33 hours for each month to 4 hours for each month starting on 1/1/2023.

Add language: Employees shall use sick time to cover the hours of their scheduled shift not including resume time.

Add language: Employees shall use PTO to cover the hours of their scheduled shift not including resume time.

Modify language: ~~ninetyseven hundred twenty (90720) working days~~ hours paid to the PEHP.

### 5. ARTICLE 11 HEALTH AND DENTAL INSURANCE

Strike language: ~~Effective 1/1/14, provided the employer offers a Health Reimbursement Account Plan, employees shall pay 15% of the COBRA rate. Effective 1/1/14, provided the employer offers a Health Savings~~

~~Account Plan employees shall pay 0% of the COBRA rate. Effective 1/1/15, E~~mployees shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.

Strike and modify language: ~~Effective 1/1/14, P~~rovided the employer offers a Dental Plan, employees shall pay the same contribution as non-represented employees on plans offered by the City to non-represented employees.~~contribute \$10 per month toward a single premium and \$20 per month toward a family premium for the same dental plan offered by the City to non-represented employees.~~

6. ARTICLE 15 CLOTHING ALLOWANCE

Modify language that the initial clothing allowance will be reduced to \$600, which will be added to the employees first paycheck.

Add language that the duty weapon will be issued by the department for new hires. In addition, that department issued duty weapon, three magazines, badge, body armor, and apparel patches will be turned over to the department upon end of employment.

Eliminate annual maintenance and cleaning allowance. These will be rolled into wages. The market basket language will also be deleted.

7. ARTICLE 20 SUSPENSION, DISMISSAL & REDUCTION IN RANK

Modify language: probationary period shall not exceed eighteen (18) months from their date of hire, unless for extenuating circumstances (e.g. military leave, etc.).

8. ARTICLE 22 CANINE HANDLERS (this is a new article to the contract and elimination of a side letter)

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

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

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

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

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

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

9. ARTICLE 29 DUES DEDUCTION FAIR SHARE

A. The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from the pay of employees who individually sign a dues deduction authorization form provided by the Employer where the Employee is knowingly and affirmatively consenting to the deduction of dues from the employee's paycheck, including any Local Association dues which the employee has authorized to be deducted in conjunction with the WPPA/LEER dues.

B. It shall be the employee's responsibility to sign the dues deduction authorization form and provide the signed form to the Employer and Association no less than 30 days prior to the date in which dues deductions are to commence.

C. The Employer shall deduct the combined dues amount each pay period for each employee requesting such deduction, upon receipt of such form and shall remit the total of such deductions, with a list of employees from whom such sums have been deducted, to the Local Association in one lump sum after the last payroll of each month.

D. Authorization of dues deduction by a member may be revoked upon notice in writing to the Employer, WPPA, or to the Local Association with the understanding that the deduction will cease as reasonably as practical after receipt of written notice of revocation.

E. No employee shall be required to join the Association, but membership in the Association shall be made available to all employees in the bargaining unit who apply consistently with either the WPPA or local Association Constitution and Bylaws.

F. No employee shall be denied membership because of race, creed, color, sex or other legally protected class status.

G. It is expressly understood and agreed that WPPA/LEER will refund to the Employer any dues erroneously deducted by the Employer and paid to WPPA/LEER and/or the Local Association. WPPA/LEER shall indemnify, defend, and hold harmless the Employer against any and all third party claims, demands, suits, order, judgments or any other forms of liability against or incurred by the Employer, including all costs of defense and attorney's fees, which may arise out of action taken or not taken by the Employer's compliance with this Article, provided that the defense of any such claims, demands, suits or other forms of liability shall not be interpreted to preclude the Employer from participating in any legal proceedings challenging the application or interpretation of the Article through representatives of the Employer's own choosing and at its own expense.

10. ARTICLE 31 PHYSICAL FITNESS PROGRAM

Modify language: participating employees will be tested ~~annually~~~~twice each year~~ and will be paid a maximum of ~~60-minutes~~~~two hours~~ pay, or 90-minutes if completing the run, at time and one half for participation in the testing procedure.

Modify language: that all officers who score as "excellent" will be paid a premium of 2% of their base pay and shall accumulate ~~four~~~~eight~~ (48) 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 ~~two~~~~four~~ (24) hours of physical fitness bonus for each testing date.

Modify language: 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.

11. EXHIBIT A

**2020:** 2.25% increase (1.00% on April 1<sup>st</sup> and 1.25% on October 1<sup>st</sup>)

**2021:** 2.25% increase (1.00% on April 1<sup>st</sup> and 1.25% on October 1<sup>st</sup>)

**2022:** 2.50% increase (1.00% on April 1<sup>st</sup> and 1.50% on October 1<sup>st</sup>)

**2023:** 3.00% increase (1.50% on April 1<sup>st</sup> and 1.50% on October 1<sup>st</sup>)

NOTE: 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.

Add language: The Chief has ability to determine sick allowance for new officers with significant policing experience.

12. OTHER ITEMS:

1. Delete canine side letter.
2. Delete sick leave bank side letter.
3. Add Modified Pittman language to the contract and delete side letter.
4. Renew Week Day Patrol side letter.
5. Clean up spelling and punctuation.
6. Change non-schedule dependent and schedule dependent to patrol and non-patrol.
7. Add consistency to either refer to Officer or to Employee throughout the contract.