

Agreement between the

CITY OF NEENAH

and the

**NEENAH PROFESSIONAL POLICE OFFICERS'
ASSOCIATION**

**WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION**

2022-2025

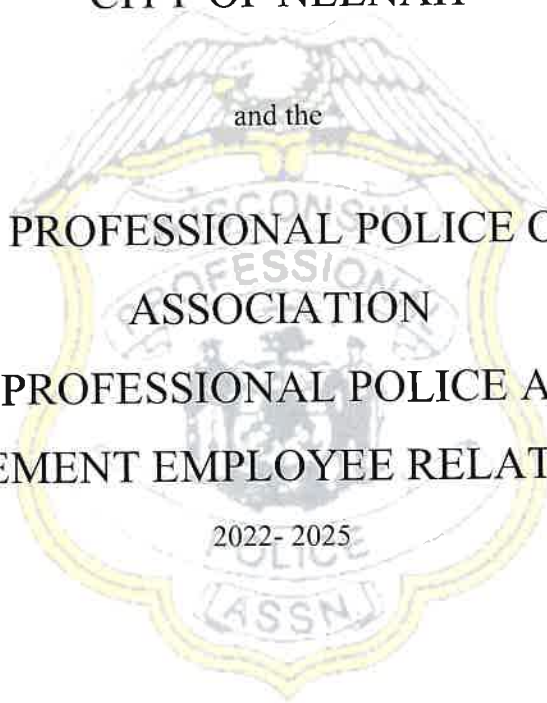


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1 AGREEMENT

2 ARTICLE 1 PURPOSE OF AGREEMENT

3 It is the intent and purpose of the parties hereto that this Agreement shall promote and
4 improve working conditions between the City and the Neenah Professional Police Officer's
5 Association hereinafter referred to as the Association, and to set forth herein the rates of pay,
6 hours of work, and other terms and conditions of employment to be observed by the parties
7 hereto.

8 The City agrees that there shall be no discrimination by the City against any officer
9 covered by the Agreement because of the officer's membership or activities in the Association,
10 nor will the City interfere with the rights of such officers to become members of the Association.

11 ARTICLE 2 RECOGNITION

12 This Agreement made and entered into at Neenah, Wisconsin, pursuant to the provisions
13 of Chapter 111.70, Section 62.13, of the Wisconsin Statutes by and between the City of Neenah,
14 a municipal corporation, as municipal employer and the Neenah Professional Police Officer's
15 Association as sole bargaining agent for the police officers of the Neenah Police Department for
16 all officers with the rank of Sergeant or Investigative Sergeant and below.

17 ARTICLE 3 SALARIES AND RETIREMENT BENEFITS

18 The salaries for the contract year are set forth in Exhibit A, which is attached hereto and
19 incorporated herein by reference as though fully set forth at length. The City shall participate in
20 the Wisconsin Retirement System ("WRS") Pension Plan. Employees shall pay towards the
21 WRS Pension Plan as follows:

22 Employees shall pay 100% of the employee's share of the pension payments to the WRS, which is
23 defined as the actuarially determined rate by the WRS for public safety employees. (Example: the
24 full employee's share for 2019 is 6.55% of earnings.)

1 ARTICLE 4 LONGEVITY

2 Longevity payments will be made for all officers within the Department in accordance
3 with the following schedule:

4 5 years - \$6.00 per month
5 10 years - \$12.00 per month
6 15 years - \$20.00 per month
7 20 years - \$25.00 per month
8

9 ARTICLE 5 HOURS

10 Patrol: The normal work day shall consist of twelve (12) hours.

11 The normal work cycle shall average one hundred forty four (144) hours based on a
12 twenty six (26) day cycle of three (3) days on duty followed by three (3) days off duty, followed
13 by three (3) days on duty followed by three (3) days off duty, followed by three (3) days on duty
14 followed by three (3) days off duty, followed by three (3) days on duty followed by five (5) days
15 off duty (3/3, 3/3, 3/3, 3/5) on a repeating cycle. The normal work hours shall be as follows:

16	<u>A.M.</u>		<u>P.M.</u>
17	0600 – 1800		1200 - 2400
18	0700 – 1900	OR	1600 - 0400
19	0900 – 2100		1800 - 0600

20 and shall be scheduled on a forward rotation through the A.M. group OR the P.M. group only.
21 Each officer shall be so scheduled.

22 Non-Patrol Officers: Non-Patrol officers regularly scheduled on a 5-2, Monday through
23 Friday work schedule, shall work eight (8) hours per day.

24 Daylight Savings Time: When an officer is scheduled to work during the fall daylight
25 savings time change, the officer shall be paid straight time for the extra hour worked. When an
26 officer works during the spring daylight savings time change, the officer shall be allowed to use
27 accumulated time (not including sick leave) or work an extra hour paid at straight time to, at the
28 officer's discretion, compensate for the hour lost during the time change.

1 ARTICLE 6 OVERTIME

2 Officers will be compensated at the rate of time and one-half based on their normal rate
3 of pay for all hours worked in excess of the normally scheduled work day or the normally
4 scheduled work week either in pay or time off, whichever the officer may choose. Forced
5 holdover shall be paid a minimum two (2) hours at overtime rate; more if longer than two (2)
6 hours. Officers shall receive an additional one (1) hour of call-in compensation for forced
7 holdovers.

8 COMPENSATORY TIME - The existing practices under which compensatory time is
9 earned and accumulated shall be continued, subject to the new restriction that an officer may not
10 transfer compensatory time, or vacation hours he or she has accumulated to another officer. For
11 officers hired after January 1, 1995, and beginning 12/31/2016 for all officers, the maximum
12 amount of comp time and vacation time which may remain on the books as of December 31st of
13 each year shall be three hundred (300) hours and any additional hours shall be paid out to the
14 employee.

15 Time spent in training, schooling, target practice, and such similar activities scheduled
16 for officers at any time other than during their normal work day shall be compensated at the rate
17 of time and one-half for a minimum of two (2) hours to be taken in pay or time off, whichever
18 the officer may choose. Officers on the 12-hour patrol shift who are scheduled for an overnight
19 out-of-town training on a scheduled workday at a site that is at least 50 miles from the Neenah
20 Police Station will be credited with a full 12-hour patrol day at straight time for the day of
21 training.

22 All target practice participated in by officers voluntarily with the authorization of the
23 Chief of Police shall be without compensation to the officers.

24 ARTICLE 7 CALL TIME

25 Whenever an officer is summoned to return to paid duty, the officer shall be paid for
26 three (3) hours at the time of the officer's arrival for duty plus time and one-half for the time
27 worked unless the time worked runs into the officer's normally scheduled shift at which time the

1 officer will then be compensated the officer's normal rate of pay for those hours which are part of
2 the officer's normally scheduled shift.

3 If an officer is given at least twelve (12) hours' notice, no call time shall be paid and the
4 officer shall be compensated at the rate of time and one-half for the time worked if it is over and
5 above the officer's normal work period.

6 Court appearances, when an officer is off duty, shall be paid at minimum of three (3)
7 hours at time and one-half for all court appearances. All time over the three (3) hours shall be
8 paid at time and one-half.

9 Call time to provide that anytime an officer is subpoenaed due to performance of official
10 duties as a police officer, for the City of Neenah, or the State of Wisconsin, shall be paid in
11 accordance with the existing paragraphs set forth in the contract.

12 When an officer is subpoenaed for an official court appearance during an off-duty time
13 and said appearance is subsequently canceled without at least twelve (12) hours prior notice of
14 said cancellation being given to the officer, said officer shall be compensated at the rate of time
15 and one-half for three hours. The Department will implement administrative procedures to check
16 on the status of officer court appearances at least 24 hours prior to the court appearance.

17 In the event that the department is required to call in officers to fill a shift under
18 circumstances that require the payment of call-time pay, and two or more officers voluntarily
19 agree to cover one shift, the call-time premium pay shall be split proportionally between the two
20 officers based on the portion of the shift they work. Voluntary splitting of a call-in shift shall be
21 done on a mutually agreed upon basis with each officer covering a portion of the call-in shift and
22 receiving the proportionate amount of the call-time premium.

23 ARTICLE 8 FIREARM CERTIFIED DIFFERENTIAL

24 This section was removed in the 2022-2025 contract

25 Historical Marker: All officers who are firearm certified shall be paid an additional \$0.75 per
26 hour based upon annual scheduled work hours. Firearm certification shall be paid out twice
27 yearly with holiday pay, half of the total amount at each payout.

1 ARTICLE 9 VACATIONS

2 Full-time officers who have successfully completed Phase IV of the Field Training
3 Program shall be allowed to take general vacation leave with pay. The vacation pay per week
4 shall be the same as the officers' earnings for their established normal work week.

5 Vacation Allowance

6 Based on years of service with the City, the number of vacation hours that shall be
7 granted are as follows:

<i>Non-Patrol Officers</i>		<i>12-Hour Patrol Officers</i>	
New Hire.....	96 hours	New Hire.....	96 hours
One-year service	96 hours	One-year service	96 hours
Five-years service	144 hours	Five-years service	144 hours
Ten-years service	192 hours	Ten-years service	192 hours
Sixteen-years service	240 hours	Sixteen-years service	240 hours
Twenty-four years service .	256 hours	Twenty-four years service .	264 hours

8
9 On January 1 of each year (except for new hires), an officer will be credited with a
10 vacation allowance that will be earned in that current year. Officers entitled to additional
11 vacation leave based on the above vacation allowance will be allowed to schedule such leave at
12 any time during said year, provided that additional vacation leave is to be repaid to the City if the
13 Officer separates from service prior to their anniversary date.

14 New Hires

15 New hires, except lateral hires with five (5) or more years of experience will be given 96
16 hours of vacation upon date of hire. As stated above, new hires must successfully complete
17 Phase IV of the Field Training Program before any vacation time off is granted.

18 At the time of the new hire's one-year anniversary, the officer will be issued their allotted
19 amount of hours of vacation for one year of service. At the end of the calendar year of the one-
20 year anniversary, on the last pay period of the year, the officer will be allowed and required to
21 perform a one-time transfer to up to 300 vacation hours to comp time and/or up to 36 hours to
22 banked vacation, provided the transfer for not exceed the 300-hour comp limit or the 36-hour

1 banked vacation limit. No 12-hour patrol officer may carry forward more than 300 hours of
2 comp or 36 hours of banked vacation into the following calendar year.

3 Following the successful completion of one full year of employment, the officer will be
4 given new vacation hours on each January 1 and follow the same banking procedures as tenured
5 officers.

6 *Example:*

7 *Officer A was hired November 1, 2022 and was given 96 hours of vacation upon hire date.*

8 *Officer A cannot use any vacation hours until the officer has successfully completed Phase IV of*
9 *Field Training Program. On December 31, 2022, any unused vacation hours will automatically*
10 *transfer into 2023 as regular vacation hours.*

11 *On November 1, 2023, Officer A reaches one full year of employment and is given another 96*
12 *hours of vacation. On the last pay period of the year, Officer A is allowed and required to*
13 *perform a one-time transfer of up to 300 vacation hours to comp time and/or up to 36 hours to*
14 *banked vacation, provided the officer's comp bank does not exceed 300 hours and the officer's*
15 *banked vacation does not exceed 36 hours at the end of the calendar year.*

16 *On January 1, 2024, Officer A receives another 96 hours of vacation and will follow the same*
17 *procedures as tenured officers moving forward.*

18 *Lateral Hires*

19 A lateral hire officer with five (5) years or more of experience shall receive 144 hours of
20 vacation upon hire. After five (5) years of employment within the City of Neenah, the employee
21 will receive the total amount of vacation based on their total years of experience. This shall apply
22 to anyone laterally hired since 01/01/2017.

23 *Example:*

24 *Officer B was hired in 2022 with 10 years of previous experience and received 144 hours of*
25 *vacation upon hire date. In 2027, after 5 years employment within the City of Neenah, Officer B*
26 *will be credited with the previous 10 years of experience and receive the total amount of*
27 *vacation hours for an employee with 15 years of experience.*

1 Administration of the Vacation Schedule

2 The City of Neenah shall provide a vacation schedule each year covering the total periods
3 of vacation allowed for the personnel of the Neenah Police Department.

4 The department designee shall schedule all vacations over as wide a period of time as
5 possible so as to maintain the efficiency of the Department. In scheduling the vacations,
6 consideration must be given to the officer's seniority.

7 The department designee shall approve two available vacation picks per officer, based on
8 seniority, as requested on the pick sheets. After the initial two picks, the department designee
9 will assign vacation in one-pick allotments. Additional vacation picks, if needed, may be made
10 available by the employer.

11 Non-Patrol and 12-Hour Patrol officers shall select their vacations from separate
12 schedules.

13 Vacation Picks

14 Once approved, each vacation selection is guaranteed and shall not be cancelled unless
15 there is a departmental emergency.

16 Officers will be allowed to take their current vacation following the guidelines listed
17 below. The utilization of current vacation will fall under one of these listed areas.

18 Officers called back from vacation shall receive time and one-half for time worked plus
19 call time and vacation pay.

20 All Other Time Off Requests (Off Extra, Time for Time, Personal Holidays, Banked Vacation)

21 Officers may take additional time off (using compensatory time, time-for-time, personal
22 holidays and banked vacation) which shall be referred to as "Off Extra." "Off Extra" time may
23 be requested using the designated scheduling system no more than one month from the date
24 requested.

25 *Example: If an officer wants to take "Off Extra" on February 10, the time off request must be*
26 *submitted no earlier than 12:01 AM on January 11.*

27 "Off Extra" requests will be granted on a first come/first served basis as manpower

1 permits, but they are subject to cancellation.

2 In the event that an employees scheduled "Off Extra" is cancelled and the employee
3 works their normal shift, the employee shall be paid straight time for hours worked on the actual
4 scheduled shift. Call time shall be paid if the "Off Extra" is cancelled within four (4) hours of the
5 beginning of the scheduled shift.

6 If an officer desires to use current vacation time within one month of the date in question,
7 the request will be treated as an "Off Extra" request and is subject to cancellation.

8 Banked Vacation

9 A non-patrol officer who is eligible for 96 hours of vacation per year may carry forward
10 up to 48 hours of unused vacation as an accumulated banked vacation at the end of the calendar
11 year. These carried over banked hours can be used for vacation or for payment in subsequent
12 years.

13 A non-patrol officer who is eligible for 144 hours or more of vacation per year may carry
14 forward up to 120 hours of unused vacation as accumulated banked vacation at the end of the
15 calendar year, provided the carry-forward hours do not cause the officer's total accumulated
16 vacation bank to exceed 240 hours. These carried-over banked hours can be used for vacation or
17 for payment in subsequent years.

18 In no case may any officer accumulate or carry forward vacation in excess of 240 hours.
19 12-Hour Patrol officers have a 36-hour maximum limit allowed in their accumulated banked
20 vacation. They shall be allowed to carry over vacation hours to their accumulated banked
21 vacation as long as the carried over hours do not exceed the 36-hour maximum limit allowed in
22 the bank.

23 Each year, officers may decide whether to take cash payment for some or all of the
24 banked vacation balance (at the salary rate when the hours were originally earned) or to retain
25 some parts or all for future use or payment. Payment for banked vacation may be requested at
26 any time and will be paid at the next regular pay period.

27 Banked vacation may be used at any time, subject to operational requirements and
28 supervisory approval.

1 For banked vacation taken as pay, banked vacation time shall be paid at the salary rate it
2 was earned when placed in the bank.

3 A week's banked vacation can be used as a week of vacation at full current rates
4 regardless of when it was banked. Banked vacation taken shall come out of the bank on a "first-
5 in, first-out" basis, either in cash or as time.

6 Time in the vacation bank may be used in hourly increments, to include partial hours.
7 No 12-hour patrol officer may have more than 36 hours of banked vacation at any given time.
8 No non-patrol officer may have more than 240 hours of banked vacation at any given time.

9 Comp Time

10 All sworn officers (except new officers) shall be allowed to take 50 hours of vacation and
11 place them on the books as time. These hours may be taken off under the existing City policy for
12 overtime.

13 No officer, patrol or non-patrol, may carry forward more than 300 hours of comp time at
14 the end of a calendar year.

15 Separation of Employment

16 In the event of termination for any reason (including retirement, resignation, discharge,
17 death, etc.), payment will be made for any accumulated banked vacation. An officer who leaves
18 the employment of the City shall be paid for any unused vacation allowance due the officer,
19 provided a two (2) weeks' notice of the officer's leaving is given.

20 Scheduled Vacation (Picked prior to the start of the year)

21 Vacation pick sheets will be distributed prior to the start of each calendar year for the
22 purpose of selecting annual current vacations. Officers will select vacations based upon seniority
23 and the number of hours of vacation they are allocated by contract. Officers must have their
24 vacation picks in by the closing date on the pick sheets. No more than two (2) officers will be
25 granted vacation on any given day. No more than one (1) patrol sergeant will be granted vacation
26 on any given day. A second patrol sergeant may be allowed off if adequate coverage exists for

1 the shift. Adequate coverage is intended to include minimum staffing as well as supervisory
2 staffing for the shift.

3 Patrol officers may select vacation in one-, two-, or three-day increments. A patrol work
4 week is defined as three work days. Non-patrol officers can select one- to five-day increments. A
5 non-patrol work week is defined as five work days. Officers who work four 10-hour days per
6 week must work out their vacation hours with their direct supervisor.

7 The number of days available will be as follows:

8 12-Hour Patrol Shift:

<u>Vacation Hours</u>	<u>Equivalent Days</u>
96	8
144	12
192	16
240	20
264	22

9

10 Non-patrol Shift:

<u>Vacation Hours</u>	<u>Equivalent Days</u>
96	12
144	18
192	24
240	30
256	32

11

12 Selecting Vacation Days at a Later Date (During the year)

13 Officers who have not selected all of their vacation days on the vacation pick sheets may
14 utilize the remaining days as guaranteed vacation under the following criteria:

- 15 1. Requests must be submitted to the department designee through the designated
16 scheduling system more than one month in advance.

17 *Example: If an officer wants vacation February 10th, the time off request must be*
18 *submitted before midnight on January 10th.*

- 19 2. A vacation slot must be available. No more than two (2) officers will be granted vacation
20 on any given date, and no more than one (1) patrol sergeant.

1 ARTICLE 9.1 MILITARY PAY

2 For non-voluntary days where an employee is receiving pay from the federal government
3 for military duties, the employee can elect to use comp time and keep their full military pay, or
4 submit their military pay to the City (minus the housing and food stipend) and the City will pay
5 them their normal pay for the days the employee was paid by the federal government. In no event
6 will the City pay for travel or prep time for an employee's military leave.

7 ARTICLE 10 HOLIDAY PAY

8 Scheduled Holidays: All officers shall be paid the following ten (10) Scheduled Holidays
9 per year at the officer's regular rate of pay (which includes longevity, professional improvement
10 pay, etc.). This payment will be made twice per year, regardless of whether or not the officer
11 worked any of the Scheduled Holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving
Easter	New Year's Eve Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day

12
13 The pay for the first five (5) Scheduled Holidays (left column) will be received by check
14 on the first payday in June. The pay for the second five (5) holidays (right column) will be
15 received by check on the first payday in December. Holiday pay is defined as one (1) day's pay
16 based on an 8-hour and 20-minute work day.

17 Holiday Overtime Pay: In addition to the above pay, officers who work hours on any of
18 the Scheduled Holidays will be paid at a rate of time-and-one-half for those hours actually
19 worked. Any overtime earned on any holiday will be taken in pay or time and said pay will be
20 received on the regular check in the next normal pay period following the holiday.

21 Floating Holidays: Officers will be awarded the following floating holidays based on
22 their regular work assignment, in addition to the above listed holidays:

23 **12-hour Patrol schedule:** Officers will be granted twelve (12) hours floating holiday
24 per year.

1 Council.

2 An officer whose illness or injury prevents the officer from working for a period of one
3 year shall be removed from the payroll, provided the compensation laws do not require that the
4 officer be kept on the payroll.

5 Any officer injured while on duty will be paid full salary for a period not to exceed one
6 (1) year. After that year, the officer may choose to make up the difference between Worker's
7 Compensation reduced pay and full salary by using accumulated sick leave.

8 Reasonable absence due to illness in the immediate family may be charged against the
9 sick leave allowance. Immediate family includes an employee's spouse, domestic partner,
10 dependent children, parents and parents-in-law.

11 When an officer is in court the entire day after having worked the previously scheduled
12 work shift and is timeworn to the point that the officer is unable to work his or her next
13 scheduled work shift, the officer shall be allowed to use either a sick day or comp time.

14 Sick Leave Conversion due to Retirement, Job Related Disability and Resignation

15 An officer who leaves employment and is eligible to retire based on Wis. Stat. §40.23 as
16 amended or who leaves City employment because of job related disability shall be credited at
17 the officer's current salary rate to the City's post-retirement benefit plan up to a maximum of
18 1000 hours of accumulated sick leave as outlined in Article 12. .

19 Officers who terminate their employment in good standing shall receive a cash payout, at
20 current salary rate, for accumulated sick leave at the following rate:

21 At least five years of service - 25% of total leave

22 Ten years of service or longer - 50% of total leave

23 ARTICLE 12 INSURANCE COVERAGE

24 The City shall provide the following insurance covering the officers of the Police
25 Department. (Note: plan design language relating to insurance coverage is removed per Wis. Stat.
26 §111.70(4)(mc)6. with the NPPA reserving its rights.)

27 The City shall provide the following health, dental and life insurance programs:

1 Health & Dental Insurance. The City shall obtain health insurance coverage for covered
2 employees. With the exception of the deductibles, premium contributions and co-pay
3 requirements, the City shall pay the full cost of the health insurance programs.

4 Employees shall pay the same contribution as non-represented employees on health
5 insurance plans offered to the City's non-represented employees.

6 The City shall allow all employees retiring or any employee receiving duty-disability
7 benefits from Employee Trust Funds to remain in the City's group Health Insurance plan, at the
8 cost of the regular premium rate, as long as the retiree pays the total cost of the premium.

9 The City shall also provide to covered employees a single or family dental plan.
10 Employees shall pay the same contribution as non-represented employees on the dental insurance
11 plan offered to the City's non-represented employees.

12 Further information on health and dental insurance plans is contained in Exhibit C
13 attached hereto and made a part hereof.

14 The City shall provide, at its sole cost, Wisconsin Group Life Insurance in an amount
15 equivalent to \$1,000 of coverage for each \$1,000 or any portion thereof of annual salary earned.

16 The City of Neenah shall offer a Section 125 Internal Code program to all employees
17 covered under this agreement. Covered employees shall be allowed to use the Section 125
18 program for health, life and dental insurance expenses.

19 Upon the death of an employee or retiree who is currently on the City's health insurance
20 plan, the spouse and/or dependents may remain on the City's health insurance plan as long as the
21 spouse or dependent pays the total cost of the premium. Any plan limitations for dependents
22 shall continue to apply under this provision.

23 Retirement Benefit Plan. The City will make available to officers, on the same terms as
24 available to all other City employees, a Retirement benefit plan which all employees will
25 participate in for payout of accrued sick leave and vacation balances, if any. An independent
26 third party administrator's designated agent will conduct an individual exit interview with an
27 employee pre-retirement to determine where an employee's sick, and vacation leave will be
28 deposited. The two account options are:

- a. Tax-Free Post-Retirement Healthcare Account (to use for qualified medical withdrawals)
- b. 457 Deferred Comp Plan or other similar arrangement.

1 The decision by the designated agent is binding, the employee does not have the ability to
2 independently choose which account their accruals are directed to, nor does the City have the
3 ability to dictate where accruals are to be sent.

4 Health Insurance Coverage for the Family of Police Officer who Die in the line of Duty:

5 The City will pay for the spouse to remain on the City's insurance (if the spouse is not eligible
6 for their own insurance with a comparable rate and comparable benefits) until s/he reaches age
7 65 or remarries. Coverage for dependent children will mirror that of active employees.

8 ARTICLE 13 PROFESSIONAL IMPROVEMENT PROGRAM

9 When it has been certified that an officer hired after April 1, 1981 but before January 1,
10 1993 has received credits for Police Science courses, the officer's monthly compensation shall be
11 increased according to the following schedule:

- 12 a) Each officer's compensation shall be increased \$5.00 per month for each three (3)
13 credits earned up to \$50.00 for 30 credits.
- 14 b) The maximum of \$75.00 per month shall be paid to each officer who earns 65
15 credits and attains the Associate Degree in Police Science.
- 16 c) Any officer who earns in excess of 30 credits shall receive an increase in
17 compensation only upon reaching the 65 credits required in sub-section b above.
- 18 d) No payment shall be paid for school credits while an officer is a probationary
19 employee.

20 Payment shall be for credits received at either the University of Wisconsin-Oshkosh or a
21 Vocational Technical Institute as part of their Police Administration programs.

22 Officers shall receive accreditation for all credits earned at the end of each semester and
23 payment for same.

24 Payment for credits earned shall be limited to a total of sixty-five (65) credits or a total
25 required for an Associate Degree in Police Science.

1 Whenever a course is satisfactorily completed, the officer shall be reimbursed for the cost
2 of the tuition, books, and materials for the course.

3 Any officer who has attained a four-year bachelor degree from an accredited college or
4 university shall be paid \$75.00 per month professional improvement pay after completion of the
5 officer's probationary period. This payment shall not be in addition to any other contractual
6 professional improvement payments. This paragraph shall become effective on the date the
7 agreement is executed.

8 Officers who have received credits from any technical institute or university and have
9 completed their probationary period may receive professional improvement credit for credits
10 earned if said credits are accepted by either the Fox Valley Technical Institute, Police Science
11 Program or the University of Wisconsin at Oshkosh Law Enforcement and Criminal Justice
12 Program. No payment shall be made for transfer credits during an officer's probationary period.

13 Officers hired after January 1, 1993 shall receive \$75.00 per month upon proof of
14 attaining a bachelor degree.

15 Effective January 1, 2009, Officers taking college courses related to police work shall be
16 reimbursed \$100 per credit towards the cost of the course upon successful completion (B- or
17 better). Courses eligible for reimbursement shall be approved by the Chief prior to the Officer
18 registering for the course in order to be eligible for reimbursement.

19 ARTICLE 14 PAY PERIODS

20 All officers shall be paid every other Thursday. If Thursday is a legal holiday or so
21 designated by the City, then payday shall be on the day preceding. Wage payment shall be by
22 direct deposit to the officer's bank account; the City shall not be required to issue paper checks.

23 ARTICLE 15 CLOTHING

24 New officers will receive a complete set of uniform items (see attached list), at City
25 expense. The City shall provide a new personal protective vest for the new officers and shall
26 provide all current officers with a replacement personal protective vests in accordance with
27 manufacturer guidelines. In the event that an officer wishes to purchase a different personal

1 protective vest other than that selected by the City, the difference in cost shall be the officer's
2 responsibility. The Chief of Police has the option to mandate the wearing of said vest by the
3 officer.

4 In the event officers suffer damage to personal items, normal uniform or accessory items
5 while engaged in the normal performance of their duties, the City shall compensate officers for
6 up to \$200.00 per damaged item. Said payment shall not be made in the event it is determined
7 that loss was caused by carelessness or negligence. Said personal items shall include glasses,
8 watches, rings, etc. Damage to personal weapons owned by the officer shall be reimbursed only
9 if damaged or stolen through duty action; depreciation and ordinary wear and tear of personal
10 weapons owned by the officer that occur from duty use shall be the responsibility of the officer.
11 Damage to eyeglasses and durable medical equipment occurring while engaged in the normal
12 performance of an employee's duty will be reimbursed to the extent such damage is not covered
13 by Workers Compensation or Health Insurances. Reimbursement for damage to eyeglasses not
14 covered by insurance shall not exceed the cost of substantially similar lens and up to \$100 for
15 frames. The employee must first seek to have damaged equipment repaired before seeking
16 reimbursement for replacement not covered by insurance. Reimbursement for damage to hearing
17 aids beyond the \$200 limit shall occur only if the employee has insurance covering the hearing
18 aid and then only to the extent of the insurance deductible.

19 Officers shall not be reimbursed for clothing purchases made within a three (3) month
20 period prior to retirement unless clothing is damaged in the performance of duty.

21
22 Part of this section was removed in the 2022-2025 contract.

23
24 Historical Marker: The City shall pay to each officer upon presentation of a receipt or by direct
25 billing and to each patrol officer by separate check in January, \$500.00 annually for the purchase
26 and maintenance of all department approved uniform and duty-related items. Monies paid under
27 this section shall be subject to IRS regulations regarding taxation.

1 ARTICLE 16 DRY CLEANING ALLOWANCE

2 This section was removed in the 2022-2025 contract.

3
4 Historical Marker: The City shall pay each officer one hundred seventy (\$170.00) for cleaning
5 of uniforms. This money shall be paid to each officer on the same check as the clothing
6 allowance and shall be paid to each plain clothes officer with the June holiday paycheck.

7 ARTICLE 17 EQUIPMENT

8 The City shall furnish all leather goods, raincoats, firearms, handcuffs, and safety
9 equipment needed by the officers.

10 All facilities and equipment needed in the performance of the officer's duty shall be
11 provided and maintained by the City.

12 ARTICLE 18 CHANGE IN SHIFTS

13 Officers shall be allowed to change shifts or days off with other officers qualified to
14 assume these duties with the approval of the Chief of Police or the Chief of Police's designee.

15 ARTICLE 19 NEGOTIATION MEETINGS

16 Any officer on the Bargaining Committee attending a bargaining session with the City
17 shall not lose time if the officer is on duty at the time of the scheduled meeting.

18 An officer assisting in the grievance procedure as hereinafter set forth shall not lose time
19 for the processing of the grievance done during the officer's normal duty day.

20 ARTICLE 20 GRIEVANCE PROCEDURE

21 Both the Association and the City recognize that grievances and complaints should be
22 settled promptly and at the earliest possible stage and that the grievance process must be initiated
23 within ten (10) days of knowledge of the incident. Any grievance not reported or filed within the
24 required time periods shall be invalid unless mutually agreed to by both parties.

1 Any differences of opinion or misunderstanding which may arise between the City and
2 the Association shall be handled in the following manner:

3 1. The aggrieved officer shall present the grievance orally to the officer's Captain or
4 supervisor, either alone or accompanied by an Association representative within
5 ten (10) days of knowledge of the incident (Saturdays, Sundays and holidays
6 excluded).

7 2. If the grievance is not settled at the first step, the grievance shall be presented in
8 writing to the Police Chief. The Chief shall within ten (10) days (Saturdays,
9 Sundays and holidays excluded), hold an informal meeting with the aggrieved
10 officer, Captain, and Association representative. If the grievance is not resolved
11 to the satisfaction of all parties within ten (10) days (Saturdays, Sundays and
12 holidays excluded), either party may proceed to the next step.

13 3. The grievance shall be presented in writing to the Grievance Committee or to the
14 Police and Fire Commission, whichever authority has jurisdiction on any
15 particular grievance.

16 4. The Grievance Committee shall consist of the Mayor, Police Chief and City
17 Attorney.

18 A. Suspensions, demotions and discharges may be subject either to this Article or handled
19 under Section 62.13(5), Wisconsin Statutes. Once the officer and/or Association has
20 selected a forum, it shall become the exclusive avenue for adjudicating the officer's
21 complaint.

22 B. All other grievances relating to wages, hours, and working conditions, or any other matter
23 under jurisdiction of the Grievance Committee shall be directed to the Committee. The
24 Grievance Committee shall within ten (10) days set up an informal meeting with all
25 parties involved up to this point. Within (10) days (Saturdays, Sundays, and holidays
26 excluded), after this meeting a determination shall be made and reduced to writing and
27 copies submitted to all parties involved.

28 1. The Association may appoint representatives of the Association and shall inform
29 the City of the names of the individual so appointed and of any changes thereafter

1 made in such appointments. The City shall allow the representatives the
2 necessary time to process grievances during the course of the duty day.

- 3 2. If the grievance is not settled to the satisfaction of both parties after ten (10) days
4 (Saturdays, Sundays and holidays excluded), either party may petition to the
5 Wisconsin Employment Relations Commission for a panel of five (5) arbitrators
6 to be alternately struck by the parties until only one name remains.

7 ARTICLE 21 MANAGEMENT RIGHTS

8 The City of Neenah, a municipal corporation according to the Wisconsin Statutes, and its
9 duly appointed representatives, hereinafter referred to as the "City," has the right to plan, direct,
10 and control the working force, to schedule and assign work to employees, to determine the
11 means, methods and schedule of operation for the continuance of its operations, to establish
12 standards and to maintain the efficiency of its employees. The City also maintains the sole right
13 to require employees to observe its rules and regulations, to hire, lay off, or relieve employees
14 from duties, and to maintain order and to suspend, demote, discipline, and discharge employees
15 for just cause. The City shall not discriminate against any member of the Bargaining Unit.

16 ARTICLE 22 EMERGENCY LEAVE

17 In case of death of an officer's spouse, registered domestic partner, child, or parent, the
18 employee will be paid for the scheduled time lost to a maximum of 5 scheduled workdays. (No
19 more than 7 calendar days total may be missed from the first day missed until the employee
20 returns.)

21 In the case of a death of an officer's immediate family member (non-registered domestic
22 partner, grandparent, step-parent, parent-in-law, child-in-law, step-child, brother/sister, step-
23 brother/sister, grandchild, or any other relative living in the employee's residence at the time of
24 death) the employee will be paid for the scheduled time lost from the day of death up to and
25 including the day after the funeral, but not to exceed three (3) scheduled workdays.

26 For death of other relatives, the officer will be allowed a leave of one day to attend the
27 funeral.

1 Officers may request additional paid leave through the Department Head. Such requests
2 will be handled on a case-by-case basis, and may be approved or denied solely at the Department
3 Head's discretion. Additional time off may be charged against an employee's sick bank.

4 Officers are required to complete a funeral leave authorization form.

5 No funeral leave will be paid to any officer while on vacation, sick leave, layoff, or any
6 other leave of absence. All funeral leave shall be paid at straight time.

7
8 ARTICLE 23 TERM OF THE AGREEMENT

9 This Agreement shall become effective the 1st day of January 2022 and remain in full
10 force and effect to and including the 31st day of December 2025. The Parties mutually agree to
11 begin negotiations for a successor Agreement in October 2025.

12 It is agreed by and between the parties that the terms and conditions of the employment
13 contract as contained herein shall be binding on both parties.

14 All contractual rights and benefits currently enjoyed by the members of the Association
15 which are conditions of employment shall continue in effect after the expiration of this contract
16 until a new contract has been reached.

17 ARTICLE 24 NON-DISCRIMINATION

18 The employer and the Neenah Professional Police Officer's Association agree not to
19 discriminate against any individual with respect to the individual's hiring, compensation, terms
20 or conditions of employment because of such individual's race, color, religion, sex, age, or
21 national origin, nor will they limit, segregate or classify officers in any way to deprive any
22 individual officer of employment opportunities because of the officer's race, color, religion, sex,
23 age, or national origin.

24
25 ARTICLE 25 FITNESS FOR DUTY.

26 All requests for fitness for duty evaluations under this article and the tests resulting shall

1 be conducted in accordance with the Americans' with Disabilities Act ("ADA") and shall be
2 coordinated through the City's Human Resources Department.

3 ARTICLE 26 PROBATIONARY PERIOD

4 All newly hired employees shall be on probation from the date of hire and shall remain
5 on probation for a period of one year from their date of successful completion of Phase 4 of the
6 Field Training Program. At the Chief's sole discretion, and based upon specific and articulable
7 concerns about performance and/or decision making, a newly hired officer's probationary period
8 may be extended a maximum of six (6) months. Officers promoted to a supervisory position
9 shall be subject to a six-month probationary period, with a possible six-month extension at the
10 Chief's sole discretion, in the new supervisory position. Any employee whose probationary
11 period is extended will receive notice of the cause for the extension and expectations for
12 successful completion of probation. The Chief or designee shall provide notice to the union
13 president or business agent when the employee successfully completes probation. Any employee
14 promoted from within the Department will be permitted to return to the employee's prior
15 position in the event that the employee does not complete probation for any reason.

16 ARTICLE 27 DUES DEDUCTION

17 The Employer agrees to deduct monthly dues in the amount certified by the
18 WPPA/LEER from the pay of employees who individually sign a dues deduction authorization
19 form supplied by the WPPA/LEER affirmatively consenting to the deductions of dues from the
20 employee's Paycheck, including any Local Association dues which the employee has authorized
21 to be deducted in conjunction with the WPPA/LEER dues.

22 It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new
23 employees and provide them to employer. Dues deductions will commence on the first pay
24 period after receipt of the due's deduction form.

25 The employer shall notify the WPPA of all new hires of the bargaining unit within 10
26 days of their start date.

27 The Employer shall deduct the combined dues amount each month for each employee

1 requesting such deduction, upon receipt of such form and shall remit the total of such deductions,
2 with a list of employees from whom such sums have been deducted, to the WPPA/LEER or
3 Local Association if applicable, in one lump sum not later than the 15th of each month.

4 Authorization of dues deduction by a voluntary member may be revoked upon notice in
5 writing to the Employer, WPPA or to the Local Association at any time.

6 No employee shall be required to join the Association, but membership in the Association
7 shall be made available to all employees in the bargaining unit who apply consistently with
8 either the WPPA or local Association Constitution and By-Laws. No employee shall be denied
9 membership because of race, creed, color, sex or other legally protected class status.

10 It is expressly understood and agreed that WPPA/LEER will refund to the employer or
11 the employee involved any dues erroneously deducted by the employer and paid to WPPA/LEER
12 and/or the Local Association. WPPA/LEER shall indemnify and hold the employer harmless
13 against any and all claims, demands, suits, order, judgments or any other forms of liability
14 against Employer which may arise out of employer's compliance with this Article.

15 ARTICLE 28 MAINTENANCE OF BENEFITS

16 Any benefit presently in effect specifically or not specifically referred to in this
17 Agreement shall remain in effect for the duration of this Agreement.

18 ARTICLE 29 RESIDENCY

19 All Officers hired after January 1, 1997 shall, within six months after the completion of
20 their probationary period, reside within thirty miles of the City of Neenah city limits.

CITY OF NEENAH

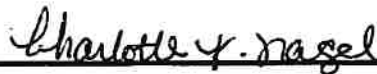
NEENAH PROFESSIONAL POLICE
OFFICER'S ASSOCIATION




Mayor



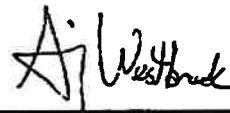
President



City Clerk



Secretary



APPROVED AS TO FORM BY CITY
ATTORNEY ADAM J. WESTBROOK

WPPA/LEER Representative

Date: 7/27/2022

EXHIBIT A: SALARY SCHEDULE

The hourly rates listed below do not include contractual add-on pay, including longevity, professional improvement and, where applicable, FTO pay because of variability between employees.

For Officers hired after January 1, 1997, each year of full time law enforcement experience shall count for one half year in the above salary schedule.

It is understood that the salary schedules will be administered in accordance with the provision of the existing contract.

Promotions shall be made in accordance with the existing departmental policy and the promoted officer's position in the salary schedule will be in accordance with such contract policy.

Effective January 1, 2017, all Field Training Officers upon being assigned and while active as FTOs shall receive an annual stipend of \$1,000 (pro-rated appropriately and paid per pay period) and the FTO supervisor upon being assigned and while active as FTO Supervisor shall receive an annual stipend of \$1,200 (pro-rated appropriately and paid per pay period).

Effective January 1, 2009, the Crime Prevention Officer shall be paid at the Investigator/Detective rate.

EXHIBIT A Cont: SALARY SCHEDULE- January 2022

Exhibit A - Salary Schedule January 1, 2022
Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour patrol shifts & 2028 for non-patrol shifts)

Sergeant	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3.5% Above 3 YR Patrol	5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol			
	Annual	\$ 71,000	\$ 72,372	\$ 75,246	\$ 78,140	\$ 80,994	\$ 83,829			
Hourly - 12-Hour Patrol (2022 Hours)	Hourly - 12-Hour Patrol	\$ 35.1137	\$ 35.7923	\$ 37.2135	\$ 38.6447	\$ 40.0566	\$ 41.4586			
	Hourly - Non-Patrol (2028 Hours)	\$ 35.0098	\$ 35.6864	\$ 37.1034	\$ 38.5304	\$ 39.9381	\$ 41.3359			
	Investigator									
Investigator	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
	Method	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol			
	Annual	\$ 70,657	\$ 72,029	\$ 74,889	\$ 77,769	\$ 80,611	\$ 83,432			
Hourly - Non-Patrol (2028 Hours)	Hourly - Non-Patrol (2028 Hours)	\$ 34.8407	\$ 35.5172	\$ 36.9276	\$ 38.3478	\$ 39.7488	\$ 41.1400			
	Patrol									
	Wage Rate Basis	Hire	1 Year	18 Months	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Patrol	Annual	\$ 57,720	\$ 60,428	\$ 63,152	\$ 65,876	\$ 68,599	\$ 71,323	\$ 74,066	\$ 76,772	\$ 79,459
	Hourly - 12-Hour Patrol (2022 Hours)	\$ 28.5460	\$ 29.8853	\$ 31.2324	\$ 32.5796	\$ 33.9263	\$ 35.2735	\$ 36.6301	\$ 37.9683	\$ 39.2972

EXHIBIT A Cont: SALARY SCHEDULE-January 2023

Exhibit A - Salary Schedule January 1, 2023 - 2.25%
Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour patrol shifts & 2028 for non-patrol shifts)

Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
		3 YR Patrol	4 YR Patrol	5 YR Patrol	6 YR Patrol	7 YR Patrol			
Sergeant	Method	\$ 72,597	\$ 74,000	\$ 76,939	\$ 79,898	\$ 82,817	\$ 85,715		
	Annual	\$ 35,9038	\$ 36,5976	\$ 38,0508	\$ 39,5142	\$ 40,9579	\$ 42,3914		
	Hourly - 12-Hour Patrol (2022 Hours)	\$ 35.7976	\$ 36.4893	\$ 37.9383	\$ 39.3973	\$ 40.8367	\$ 42.2660		
Investigator	Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years		
	Method	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol		
	Annual	\$ 72,247	\$ 73,650	\$ 76,574	\$ 79,519	\$ 82,424	\$ 85,309		
	Hourly - Non-Patrol (2028 Hours)	\$ 35.6246	\$ 36.3164	\$ 37.7585	\$ 39.2106	\$ 40.6432	\$ 42.0657		
	Wage Rate Basis	Hire	1 Year	18 Months	2 Years	3 Years	4 Years	5 Years	6 Years
Annual	\$ 59,019	\$ 61,788	\$ 64,573	\$ 67,358	\$ 70,142	\$ 72,928	\$ 75,732	\$ 78,499	\$ 81,247
Hourly - 12-Hour Patrol (2022 Hours)	\$ 29.1883	\$ 30.5577	\$ 31.9352	\$ 33.3127	\$ 34.6897	\$ 36.0671	\$ 37.4542	\$ 38.8226	\$ 40.1814

EXHIBIT A Con't: SALARY SCHEDULE-January 2024

Exhibit A - Salary Schedule January 1, 2024 - 2.25%
Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour patrol shifts & 2028 for non-patrol shifts)

Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years
Method	3.5% Above 3 YR Patrol	5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol
Annual	\$ 74,231	\$ 75,665	\$ 78,670	\$ 81,695	\$ 84,680	\$ 87,644
Sergeant						
Hourly - 12-Hour Patrol (2022 Hours)	\$ 36,7116	\$ 37,4210	\$ 38,9070	\$ 40,4033	\$ 41,8794	\$ 43,3452
Hourly - Non-Patrol (2028 Hours)	\$ 36,6030	\$ 37,3103	\$ 38,7919	\$ 40,2838	\$ 41,7555	\$ 43,2170

Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years
Method	3% Above 3 YR Patrol	5% Above 3 YR Patrol	5% Above 4 YR Patrol	5% Above 5 YR Patrol	5% Above 6 YR Patrol	5% Above 7 YR Patrol
Annual	\$ 73,872	\$ 75,307	\$ 78,297	\$ 81,308	\$ 84,279	\$ 87,229
Investigator						
Hourly - Non-Patrol (2028 Hours)	\$ 36,4262	\$ 37,1335	\$ 38,6080	\$ 40,0928	\$ 41,5576	\$ 43,0122

Wage Rate Basis	Hire	1 Year	18 Months	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years
Annual	\$ 60,347	\$ 63,178	\$ 66,026	\$ 68,874	\$ 71,721	\$ 74,569	\$ 77,436	\$ 80,266	\$ 83,075
Patrol									
Hourly - 12-Hour Patrol (2022 Hours)	\$ 29,8450	\$ 31,2452	\$ 32,6537	\$ 34,0622	\$ 35,4702	\$ 36,8787	\$ 38,2970	\$ 39,6961	\$ 41,0855

EXHIBIT A Con't: SALARY SCHEDULE-January 2025

Exhibit A - Salary Schedule January 1, 2025- 2.5%
Biweekly paychecks are determined by dividing the annual rate by 26. Hourly rates are determined by dividing annual rate by annual hours (2022 for 12 hour patrol shifts & 2023 for non-patrol shifts)

Wage Rate Basis	Hire	1 Year	2 Years	3 Years	4 Years	5 Years			
		5.5% Above 3 YR Patrol	5.5% Above 4 YR Patrol	5.5% Above 5 YR Patrol	5.5% Above 6 YR Patrol	5.5% Above 7 YR Patrol			
Sergeant									
Hourly - 12-Hour Patrol (2022 Hours)	\$ 37,6294	\$ 38,3566	\$ 39,8797	\$ 41,4134	\$ 42,9264	\$ 44,4288			
Hourly - Non-Patrol (2028 Hours)	\$ 37,5181	\$ 38,2431	\$ 39,7617	\$ 41,2909	\$ 42,7994	\$ 44,2974			
Investigator									
Hourly - Non-Patrol (2028 Hours)	\$ 37,3368	\$ 38,0618	\$ 39,5732	\$ 41,0952	\$ 42,5966	\$ 44,0875			
Patrol									
Hourly - 12-Hour Patrol (2022 Hours)	\$ 30,5911	\$ 32,0264	\$ 33,4701	\$ 34,9138	\$ 36,3569	\$ 37,8006	\$ 39,2544	\$ 40,6885	\$ 42,1126

EXHIBIT B UNIFORMS

Uniform items provided by the Department to new hires:

- 1 winter hat
- 1 summer hat
- 1 winter jacket
- 4 winter shirts
- 5 summer shirts
- 5 pairs pants
- 2 pairs shoes
- 1 pair winter boots
- 1 personal protective vest

All non-uniform officers will maintain at least one full and properly fitted set of the current uniform.

The City will pay the cost of any changes in the uniform which will require the purchase of additional items or the purchase of replacement items that cause the immediate obsolescence of existing items. The cost of any phased changes will be borne by the officer. Any changes requested by the officers and approved by the department will be borne by the officers.

EXHIBIT C HEALTH & DENTAL PLANS

The City shall offer to employees a group insurance plan that provides health and prescription drug benefits and payments, as provided in a master plan document that may be amended from time to time on the same basis as provided to non-represented employees. Employees become eligible for enrolling in the plan the full month after first hired. The City will provide to employees on an annual basis a memorandum outlining the terms and coverage available under the group health insurance plan.

- EMPLOYEE PREMIUM CONTRIBUTIONS:

2015

Plan	<u>Employee Premium Contribution, Participating in the HRS</u>	<u>Employee Premium Contribution, Not Participating in the HRS</u>
<u>POS 500</u>	<u>10% of premium</u>	<u>12.5% of premium</u>
<u>POS 1000</u>	<u>7.5% of premium</u>	<u>10% of premium</u>
<u>POS 2000</u>	<u>5% of Premium</u>	<u>7.5% of Premium</u>

2016 and after:

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

Monthly premium contributions shall be adjusted annually based on the monthly premiums charged by the providers. Employee monthly premium contributions shall be deducted on the employee's paycheck at the rate of 1/2 of the total monthly premium contribution per pay period. In the event that any month has 3 pay periods, the 3rd paycheck shall have no deduction for premium contributions.

- INSURANCE OPT-OUT PLAN. Under the terms of the insurance opt-out plan, if the employee chooses not to enroll in the City's health plan, the City will pay a monthly incentive for as long as the employee remains off of the City's insurance plan of \$1,560 annually for employees eligible for family insurance coverage and \$624 annually for employees eligible for single insurance coverage. The conditions for participation are as follows:
 - a. The employee must demonstrate coverage under another health plan not sponsored nor paid for by the City of Neenah;
 - b. The employee must be otherwise eligible under the City's personnel policies for health insurance coverage.
 - c. The employee must opt-out of insurance coverage for the coming calendar year.

The payment under this paragraph would be paid out equally on a per payroll basis. Employees opting out of coverage would be eligible to reenroll during the annual open enrollment period each year or in the event of a HIPAA qualifying event. In the event that the employee reenrolls in the City's health insurance plan, any incentive payment under this paragraph shall cease with the next payroll after the employee reenrolls.

- HEALTH REIMBURSEMENT ACCOUNTS: The City will offer health reimbursement accounts ("HRA") to cover the cost of deductibles, co-insurances, co-payments for office visits and emergency rooms; and prescription drug co-payments.

HRA money will be available, in its entirety as of January 1st each year. Any HRA money that is not used by the employee will be rolled over into the next plan year. The money will continue to roll over until retirement, and at that point any remaining balance will be available for use by the retiree for any medical expenses covered under a Flexible Spending Plan, including insurance premiums. No additional amount will be contributed to the HRA after retirement. If an employee leaves city employment for any reason except for retirement, any balance in the employee's HRA account shall remain with the City and shall not be paid out to the employee after leaving City employment.

- **DENTAL PLAN:** The City shall offer to employees a group dental insurance plan that provides dental benefits and payments, as provided in a master plan document that may be amended from time to time on the same basis as provided to the City's non-represented employees. Employees become eligible for enrolling in the plan the full month after first hired. The City will provide to employees on an annual basis a memorandum outlining the terms and coverage available under the group dental insurance plan. Employees shall pay the same contribution as non-represented employees on the dental plan offered to non-represented employees, deducted from the employee's paycheck at the rate of $\frac{1}{2}$ of the total monthly premium contribution per pay period. In the event that any month has 3 pay periods, the 3rd paycheck shall have no deduction for premium contributions.

EXHIBIT D SPLIT SHIFT CALL-TIME SIDELETTER

Moved to Article 7.

EXHIBIT E: PHYSICAL FITNESS

The Department and Union recognize the need for physical fitness. Exercise allows employees to maintain a level of fitness to adequately do their job as well as relieve stress, promoting a happier, healthier employee.

1. The Neenah Police Department has designated one-half of the training room as a fitness/exercise room.
2. As a general rule the Department does not furnish exercise equipment, and is not liable for any injury caused by the use of the equipment outside the scope of employment. Exercise equipment furnished by department employees or private entities must be approved by the Administration. The Neenah Police Benevolent Association will maintain all equipment in good working order.
3. The fitness/exercise area is open only to Department employees and is available 24 hours a day. Employees have unlimited use of exercise equipment during nonworking hours.
4. Department teams that require fitness levels and others who are tested annually may use the equipment during working hours in accordance to specific rules, regulations, and limitations approved by the Chief of Police. All employees using the equipment during their schedule shift shall be subject to the following limitations:
 - a. On-duty workouts may only occur when adequate shift staffing exists.
 - b. On-duty workouts may only occur during meal breaks and must be approved by the employee's supervisor. Employees utilizing an on-duty workout during a meal break shall not increase the number of meal breaks during their shift.
 - c. Employees participating in an on-duty workout must remain available to respond to calls.
5. Fitness equipment should only be used by persons who have been adequately trained by a Neenah Police designee and use the equipment at their own risk. The department training coordinator will keep training and orientation records.
6. It is the user's responsibility to maintain this area in a neat, clean manner.

7. The Department recommends that anyone starting a personal exercise program should do so only after consulting with their physician.

EXHIBIT F: PROMOTION PAY INCREASE POLICY

In the event that a patrol officer receives a promotion to investigator or sergeant, he or she shall be placed at the salary grade level that is at least 5% but no more than 11% above their present salary, regardless of the years of service the employee has incurred with the Department.

Notwithstanding the foregoing, in no event shall any employee be placed above the top grade level for the position to which he or she is promoted. By way of illustration, Patrol Officer hired after 3/15/99 with 3 years experience upon promotion to Sergeant shall go from the Patrol Officer Year 3 grade to Sergeant Year 1 grade. A Patrol Officer hired after 3/15/99 with 4 years experience upon promotion to Sergeant shall go from the Patrol Officer Year 4 grade to Sergeant Year 3 grade. A Patrol Officer hired after 3/15/99 with either 5 or 6 years experience upon promotion to Sergeant shall go from the Patrol Officer Year 5 or 6 grade to Sergeant Year 5 grade (top grade).

EXHIBIT G: SERGEANT VACATIONS

Moved to Article 9.

EXHIBIT H: INVESTIGATOR 10-HOUR SHIFT WORK SCHEDULE

The City and Union shall establish a voluntary 10-hour shift schedule for Investigators/Detectives who are currently on a Monday through Friday, 8 hour shift. Either party to this contract may cancel this side letter agreement with 30 days prior notice. Investigators may voluntarily be assigned to a Monday through Friday, 8 hour shift as is the current practice.

As a condition for the 10-hour shift, the parties agree to the following parameters: at least two investigators on duty each day; staggered weeks with a flexible schedule to accommodate workload (for example: Monday – Thursday or Tuesday – Friday); and the Investigative Lieutenant and Investigative Sergeant will be assigned staggered shifts (one Monday-Thursday; the other Tuesday through Friday). No increase in sick leave accumulation and no overtime until the employee works more than 10 hours in a day or 40 hours in a week for employees on the 10-hour shift.

EXHIBIT I: LABOR – MANAGEMENT ADVISORY COMMITTEE

Removed.