

AGREEMENT

BETWEEN

CITY OF MANITOWOC

AND

***CITY OF MANITOWOC
POLICE DEPARTMENT EMPLOYEES,***

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

1/1/2021 – 12/31/2023

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1 **AGREEMENT**

2
3 This Agreement is entered into by and between the City of Manitowoc, Wisconsin, a corporate
4 municipality in the State of Wisconsin, hereinafter referred to as the "Employer", and the Law
5 Enforcement Employee Relations Division of the Wisconsin Professional Police Association, for and on
6 behalf of the Manitowoc Professional Police Association, hereinafter referred to as the "Association."

7 Whereas, in order to increase general efficiency, to maintain existing and harmonious
8 relationship between the Employer and its employees, to promote the morale, well-being and security
9 of said employees, to maintain a uniform minimum scale of wages, hours and working conditions among
10 the employees and to facilitate a peaceful adjustment of all grievances and disputes which may arise.

11 Now, therefore, the parties hereto each in consideration of the Agreements herein contained
12 hereby agree as follows:

13
14
15 ARTICLE 1 - RECOGNITION

16
17 The Employer recognizes the Association as the exclusive bargaining agent for all regular
18 full-time and regular part-time law enforcement employees having the power of arrest, employed by
19 the City of Manitowoc, but excluding lieutenants, captains, the deputy chief, the assistant chief, chief of
20 police, and also excluding community service workers, the evidence and property clerk, clerical
21 personnel, interns, and crossing guards who do not have the power of arrest.

22
23
24 ARTICLE 2 - COOPERATION

25
26 Section 1. Cooperation. The Employer and the Association agree that they will cooperate in
27 every way possible to promote harmony and efficiency among all employees.

28
29 Section 2. Maintenance of Amenities. The Employer agrees to maintain the amenities of work
30 which are mandatory subjects of bargaining and which are not specifically referred to in this agreement.
31 The Association reserves its right to bargain over the impact of any changes made under this section.

32
33 ARTICLE 3 - MANAGEMENT RIGHTS

34
35 Except as provided in this Agreement, it is agreed that the management of the Manitowoc
36 Police Force is vested exclusively in the Employer as follows:

- 37
38 (a) To direct and supervise all operations of the Manitowoc Police Department.
39
40 (b) To establish reasonable work rules and enforce said work rules.
41
42 (c) To hire, promote, transfer, assign, and retain employees except as limited by this Agreement.
43
44 (d) To suspend, demote, discharge and take other disciplinary action against employees for just
45 cause.
46
47 (e) To introduce new or improved equipment.
48

49 (f) To determine the procedure, means and equipment by which operations are to be
50 conducted.

51
52 (g) To take whatever action is necessary to carry on the functions of the City in situations of
53 emergency.

54
55 (h) To utilize temporary, part-time or seasonal employees, provided such employees shall not
56 perform work of the bargaining unit and shall not be utilized for the purpose of eliminating or displacing
57 full-time employment.

58
59 (i) To contract out for police services only under emergency situations if all available patrol
60 officers are working. There shall be no subcontracting of bargaining unit work.

61
62 (j) All employees of the bargaining unit shall reside within 25 mile radius of the Police
63 Department within six months after completion of the probationary period (Appendix C). Any person
64 covered by this Collective Bargaining Agreement who does not reside within a 25 mile radius of the
65 Police Department as stated above shall be entitled to a hearing before the Personnel Committee (or
66 the Committee responsible for Personnel) of the Manitowoc Common Council. The employee shall be
67 given the opportunity to present their position as to the reason the employee is not residing within a 25
68 mile radius of the Police Department. Should the Personnel Committee and the Manitowoc Common
69 Council determine that the employee must reside within a 25 mile radius of the Police Department or be
70 discharged, and if the employee fails within 60 days of the decision by the Common Council to establish
71 residency within a 25 mile radius of the Police Department, the Personnel Committee has the authority
72 to recommend to the Manitowoc Common Council that the employee be discharged. No employee may
73 be discharged for non-residency unless approved by the Manitowoc Common Council. Any discharge for
74 non-residency is subject to the grievance procedure of this contract. Any employee who seeks approval
75 to deviate from this policy shall file a written request to the Personnel Committee, who shall make a
76 recommendation to the Common Council. Employees granted permission by the Common Council to live
77 outside the residency limit are ineligible for specialty assignments (Metro, K9, SWAT, SRO, Crisis,
78 Detective, and other specialty assignments designated by the Chief) so long as they reside outside of the
79 limit. The City of Manitowoc agrees to hold the Association harmless from any legal action resulting
80 from the enforcement of this provision of this contract.

81
82 The Association and the employees agree that they will not attempt to abridge these
83 management rights and the City agrees that it will not use these management rights to interfere with
84 rights established under this Agreement or for the purpose of undermining the Association or
85 discriminating against any of its members.

86
87 Any dispute with respect to the reasonableness of the application of said management rights
88 with employees covered by this Agreement may be processed through the grievance and arbitration
89 procedure contained herein.

90
91 ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

92
93 Section 1. Grievance Procedure.

94
95 (a) Definition. A grievance shall be defined as any dispute or misunderstanding which may arise
96 between the Employer and the employee(s) or between the Employer and the Association. Grievances

97 shall be handled and settled in accordance with the following Procedure:
98

99 Step 1. Any employee covered by this Agreement who has a grievance shall report the grievance
100 to the steward or other representative of the Association. The steward or other representative shall
101 investigate the grievance thoroughly with the grievant's immediate supervisor. This discussion shall take
102 place within thirty (30) days after the Association knew or should have known of the incident out of
103 which the grievance arises. As far as can be reasonably expected, in the event of a grievance, the
104 employee shall continue to perform the assigned tasks and grieve later. The immediate supervisor shall
105 dispose of the grievance within ten (10) days of this meeting.
106

107 Step 2. If the Employee(s) or the Association is not satisfied in Step 1, the Employee(s) or the
108 Association may, within ten (10) days after receiving the Supervisor's decision, set forth the grievance in
109 writing, date it and give it to the Chief of Police for investigation and written disposition within ten (10)
110 working days.
111

112 Step 3. In the event the grievance is not satisfactorily settled in Step 2, the Association or the
113 grievant(s) may request a meeting with the Personnel Committee in writing within ten (10) days of the
114 disposition by the Chief of Police. The Personnel Committee shall meet with the Association within thirty
115 (30) days after receipt of the request mentioned above and shall give its response in writing to the
116 Association and employee(s) within ten (10) days following said meeting.
117

118 Section 2. Arbitration.

119
120 (a) Notice. If a satisfactory settlement is not reached in Step 3 above, the Association must
121 notify the Personnel Committee within fifteen (15) days after Step 3 disposition that it intends to
122 process the grievance.
123

124 (b) Arbitration Examiner. If the Association intends to process the grievance to arbitration, the
125 Association must notify the Wisconsin Employment Relations Commission of its intent to arbitrate the
126 grievance. The notification is to be made within fifteen (15) days following disposition of the grievance
127 by the Personnel Committee. The Wisconsin Employment Relations Commission shall appoint an
128 arbitrator from its staff and that decision of said arbitrator shall be final and binding on the parties.
129

130 Section 3. General Provisions.

131
132 (a) Time Limits. Failure by either party to observe the time limits in this Article shall resolve the
133 grievance in favor of the last party to act. If a grievance is resolved because of the failure of either party
134 to act in a timely manner, the resolution of such grievance shall not be considered as a precedent for the
135 resolution of any future grievances. Time limits may be extended by mutual agreement.
136

137 ARTICLE 5 - ASSOCIATION ACTIVITY

138
139 The Association agrees to conduct its business off the job as much as possible. This Article shall
140 not operate as to prevent a steward from the proper conduct of any grievance in accordance with the
141 procedure outlined in this Agreement nor to prevent certain routine business such as posting of
142 Association notices and bulletins.
143

144 Representatives of the Association having business with members of the Association may confer

145 with such officers or members during the course of the work day for a reasonable time, upon contacting
146 the supervisor's office.

147
148 The Employer hereby agrees not to deduct such reasonable time from the pay of such
149 employees and agrees also that the time spent in the conduct of grievances and in bargaining shall not
150 be deducted from the pay of delegated employee representatives of the Association. The bargaining
151 committee shall be limited to no more than five (5) members from the Association.

152
153 ARTICLE 6 - SUSPENSION, DISCHARGE AND WARNING NOTICE

154
155 Section 1. Procedure. Suspension, dismissal and reduction in rank of employees from the
156 department shall be governed by Section 62.13 of the Wis. Stats. Other disciplinary matters not referred
157 to in Section 62.13, such as oral or written warning notices, shall be subject to the grievance procedures
158 of Article IV.

159
160 Section 2. Warning Notices. Where any prior warning notice or notices are used to affect the
161 duration or severity of any suspension, dismissal or reduction in rank, consideration shall be given to the
162 similarity between the current conduct and the conduct which led to the prior warning notice or notices,
163 as well as to the length of time between the events leading to the suspension, dismissal or reduction in
164 rank and the issuance of any prior warning notice or notices.

165
166 Section 3. Notice. Discharge or suspension of an employee must be by personal service to the
167 employee with a copy emailed to the Association. Any employee may request an investigation by the
168 Police and Fire Commission as to their discharge or warning notice.

169
170
171 ARTICLE 7 - HOURS OF WORK

172
173 Section 1. Work Day. The normal work day shall consist of eight (8) consecutive hours.

174
175 Section 2. Report Time. Employees shall report to the station or assigned work location fifteen
176 (15) minutes before their scheduled starting time in order to familiarize themselves with reports filed
177 during preceding shifts, briefing or training. Said fifteen minutes shall be compensated at regular rate
178 of pay, or compensatory time at straight time.

179
180 The employee shall complete reports during normal work hours. Exceptions shall be approved
181 by the employee's supervisor for reasonable circumstances.

182
183 Section 3. Shifts.

184
185 (a) Patrol Officers. The shifts for patrol officers shall be as follows:

186
187 7:00 a.m. to 3:00 p.m.

188 3:00 p.m. to 11:00 p.m.

189 11:00 p.m. to 7:00 a.m.

190
191 The Employer shall determine the number of employees to be assigned to each of the above
192 permanent shifts. Shift selection shall be done on an annual basis based on seniority within a rank,

193 according to the following procedure:
194

- 195 1. A sign-up sheet shall be posted in the roll call room no later than September 1 each
196 year, or as soon as practical for vacancies. The Association will post the sign-up
197 sheet by September 1 for annual shift selection, and at the direction of the Chief for
198 vacancies.
- 199 2. Personnel shall submit their shift selection to the Chief or designee by September
200 15th, to become effective on or about January 1st of the following year, or within 15
201 days of posting for a newly created opening.
- 202 3. Shift selections shall be based on seniority, unless special or unforeseen
203 circumstances are present as determined by the Chief.
- 204 4. The Chief or designee shall notify the employees of their respective shift assignment
205 for the following year on or before October 1st.
- 206 5. Upon assignment to a shift, any modification requested will be considered only
207 when special or unforeseen circumstances are present. Any modification is subject
208 to the approval of the Chief.
209

210 Employees with less than five years of employment as a police officer may be moved to another shift
211 based on the discretion of the Chief.
212

213 When a shift vacancy occurs, the Chief may fill the position on an interim basis with a new hire for a
214 period of not more than one year. With the exception of the interim situation referred to above, the
215 employees shall be entitled to exercise their seniority rights hereunder whenever a shift vacancy occurs.
216

217 (b) Sergeants, Detectives, Dare Officers, and School Resource Officers. The specific working
218 hours of Sergeants, Detectives, Dare Officers, and School Resource Officers shall be determined by the
219 Chief of Police or designee.
220

221 (c) Court Officer. Notwithstanding the authority otherwise possessed by the Police Chief to
222 make job assignments, the assignment as Court Officer shall be posted. The Chief shall select an
223 applicant for the assignment on the basis of ability and seniority. Assignment to the duties of Court
224 Officer will in no way impede the person's chance of advancement when other openings occur. The
225 working hours of the person assigned to perform the duties of Court Officer shall be determined by the
226 Chief of Police or designee.
227

228 (d) Shift Variations. Two (2) officers may be assigned to report one (1) hour earlier and be
229 relieved one (1) hour earlier on each of the listed shifts.
230

231 (e) K-9 Unit. The normal work schedule for K-9 Officers shall be 8:00 p.m. to 4:00 a.m. or other
232 times as mutually agreed upon by the patrol officers assigned to the K-9 Unit and the Chief of Police.
233 Officers assigned to the K-9 Unit will be paid one hour of pay, at straight time, each day of the week for
234 the care and maintenance of the canine, except for any days that the K-9 is boarded by a third party.
235 Vacations, holidays, and off days will be mutually agreed upon by the officers assigned to the K-9 Unit
236 and the Chief of Police or designee. The parties agree that should the K-9 Unit be expanded, the City
237 may reevaluate and make changes to the work schedule outlined above to include additional patrol
238 officers assigned to the K-9 Unit.
239

240 (f) Metro Assignments. Employees assigned to the Metro Drug unit shall be classified as

241 detectives for pay and call-in procedures during the assignment. All time as a temporary detective shall
242 be counted towards the "After 120 months" pay step in Appendix A. Once an employee accumulates
243 120 months of time as a temporary detective, detective, or a combination of the two, the employee
244 shall be compensated at the "After 120 months" rate for as long as they continue to serve as a detective
245 or temporary detective.
246

247 Section 4. Work Cycle. (Work Week). Employees shall work five (5) consecutive eight (8) hour
248 days with alternating two (2) and three (3) consecutive days off. Reporting time is fifteen (15) minutes
249 before starting time. In the case of sergeants and detectives, the off days provided for herein may be
250 substituted for by equivalent off days upon mutual agreement between the employee and the Chief of
251 Police.
252

253 Section 5. Breaks. Employees shall be granted a 30 minute paid lunch period, the time to be
254 approved by the department supervisor. During the lunch period, the employee shall remain on
255 emergency call. Sufficient time shall be allowed to complete the paid lunch period in the event it is
256 interrupted by an emergency call.
257

258 Section 6. Schedule Changes. In the event it is necessary to change employees from one regular
259 schedule of days and/or hours to another schedule of days and/or hours, the employees shall be given
260 at least twenty-four (24) hours' notice of change if possible. Work performed on a revised schedule
261 during the twenty-four (24) hours' notice period shall be compensated at one and one-half (1\2) times
262 the normal rate of pay whether or not total working hours for the week are in excess of the normal work
263 week, except as otherwise provided herein for emergencies.
264

265 Section 7. Emergencies. For an emergency such as a riot or a natural disaster, the Employer shall
266 have the right to schedule the work week as may be necessary and from one (1) shift to another shift
267 without regard to prior notice. Any employee who is called in for work outside their normal work
268 schedule shall not be sent home early on subsequent days nor denied their regular work schedule to
269 avoid overtime payment without their consent. The spirit of this provision is that the Employer shall not
270 be penalized during emergency conditions through overtime payment during the twenty four (24) hours'
271 notice period, but neither shall the Employer adjust the working hours after emergency conditions (e.g.
272 To less than eight (8) hours per day) so as to deny employees legitimate overtime.
273

274 Section 8. Call-In. All employees shall be subject to call for work outside their normal schedule.
275 For events which are not predictable, said call shall be by seniority on the shift on which the employee is
276 required within the rank of the employee required. For all events which occur with under twenty-four
277 (24) hours' notice, supervisors will send out a group text message stating the overtime (OT) need
278 including the start time of the overtime and the anticipated end time. This text message will be sent to
279 all the union members with the rank of the available overtime. Shift Commanders will make their best
280 efforts to contact officers currently working in regard to the OT.

281 Union members will provide supervisors with their most current cellphone numbers capable of
282 receiving text messages. It is the union member's responsibility to update their supervisor with their
283 most current cellphone number needed to accept overtime.

284 Once the return text messages are received by the supervisor, the OT will be assigned by
285 seniority. If no (zero) text messages are received after 20 minutes, then the supervisor will make phone
286 calls to the union members starting at the bottom of the department seniority list and moving up for a
287 "force in" to work the OT.
288

289 For all events which occur with twenty-four (24) or more hours of notice, a Supervisor shall
290 attempt to contact each employee, starting at the top of the seniority list and moving on until an
291 employee accepts to work the hours needing to be filled.

292 Once an employee refuses a voluntary overtime opportunity, the employee may not be called
293 for any other voluntary overtime opportunities occurring during the 24 hours following the refusal.
294

295 Section 9. Special Events. All employees shall be subject to call for work outside their normal
296 schedule. For special events which are predictable, such as the County Fair, traffic enforcement grants,
297 or 4th of July activities, call shall be by departmental seniority, with all employees working expected to
298 wear the uniform of the day. Employees shall be given as much notice as possible regarding their work
299 schedule.
300

301 Once an employee refuses a voluntary overtime opportunity, the employee may not be called
302 for any other voluntary overtime opportunities occurring during the 24 hours following the refusal.
303

304 Section 10. Training. Hours and days of work shall be altered by the Chief as necessary to permit
305 attendance at training sessions.
306

307 Where it is feasible to change an employee's work schedule in order to facilitate attendance at a
308 training session, the Chief or their designee will attempt to arrange a mutually acceptable schedule
309 change in order to permit attendance at such training. In the alternative, the Chief may elect simply to
310 pay overtime to the employee for training sessions which occur during the employee's scheduled time
311 off.
312

313 Employees required to operate their personal vehicle to attend any such training, shall be paid
314 the applicable rate for mileage.

315 The City of Manitowoc is providing an education benefit to employees to further training and
316 education in their field. This amount will be paid on behalf of employees for approved training by the
317 Chief or Deputy Chief in excess of \$1,000 not including lodging, meals, mileage, and salary.

318 Employees agree to reimburse the City of Manitowoc if they shall voluntarily terminate
319 employment or transfer out of the department prior to the completion of three years of additional
320 employment according to the following rates and schedule:

- 321 • 100% if employed for less than 6 months.
- 322 • 75% if employed for 6 months but less than 12 months.
- 323 • 50% if employed 12 months but less than 24 months.
- 324 • 25% if employed 24 months but less than 36 months.

325 ARTICLE 8 - PAY POLICY

326

327 Section 1. Wages. Wage rates are listed in the Appendix A attached to and made a part of this
328 Agreement.
329

330 Section 2. Pay Period. All employees shall be paid biweekly.
331

332 Section 3. Overtime. Except as provided in Article VII, Section 2 of this agreement, all work
333 performed in excess of eight (8) hours per day or outside of the normal work week shall be
334 compensated at the rate of time and one-half (1½) the regular rate of pay. There shall be no pyramiding
335 of overtime. Nothing herein is intended to require the payment of overtime for detectives and sergeants
336 performing work within their normal work schedule referred to above. Overtime selection for patrol
337 shall be by seniority on shift.

338
339 Section 4. Call-In Pay. In the event employees are recalled to work, assigned to Court outside the
340 normal work hours, required attendance at meetings, training sessions, etc., outside the normal work
341 hours, they shall receive a minimum of two (2) hours of pay at time and one-half (1½) their regular rate
342 of pay.

343
344 This provision includes assigned court appearances scheduled immediately prior to start of
345 normal work hours. Overtime immediately following the work shift shall be paid according to time
346 actually worked.

347
348 In the event employees are scheduled for court and such court is canceled, such notice of
349 cancellation shall be provided directly to the employee by the court in question or by the Police
350 Department by the quickest available means. An employee scheduled for court shall call the office of the
351 prosecuting attorney within twenty-four (24) hours before the scheduled court appearance to
352 determine whether the case remains scheduled. If the officer is then told by the office of the
353 prosecuting attorney that the appearance is still scheduled, but the appearance is subsequently
354 canceled, the employee shall receive three (3) hours pay. Calls for Monday trials shall be made by the
355 employee at the close of the business day the preceding Friday and calls for trials scheduled the day
356 after a holiday shall be made on the last court workday preceding the holiday. It is the employee's
357 obligation to check with the prosecuting attorney as required above at the end of each workday.

358
359 Section 5. Night Premium. Sergeants and patrol officers shall be paid a shift differential as
360 follows:

361

<u>Shift</u>	<u>Premium</u>
362 3:00 p.m. to 11:00 p.m.	\$30.00 per month
363 11:00 p.m. to 7:00 a.m.	\$40.00 per month

364
365
366

367 Detectives shall be paid a shift differential as follows:

368

<u>Shift</u>	<u>Premium</u>
369 Shift starting at 12:00 pm or later	\$30.00 per month

370
371

372 Detectives on temporary assignment to Metro shall receive a shift premium for shifts starting at
373 11 am or later. Night shift can also mean those hours specifically designated by the Chief of Police.

374
375 Section 6. Paycheck Deduction. Upon presentation of the proper authorization by the employee,
376 the Employer shall make the requested check-off deductions and forward same to the appropriate
377 financial institution which accepts direct deposits in the name of the individual employee.

378
379 Section 7. Stand-By. All employees ordered to "Stand-by at Home" shall be compensated at the

380 rate of \$2.50 per hour for each hour or fraction thereof. Such stand-by may be utilized in the event of
381 demonstrations, riots, motorcycle gangs, etc., in the City of Manitowoc or any community where
382 assistance is requested.
383

384 Section 8. Transfers. Law enforcement officers who are transferring into the City from another
385 full-time position in a Law Enforcement Agency on or after January 1, 2021 shall be eligible for up to five
386 years of seniority status for pay, vacation, and advanced sick leave, at the discretion of the Chief. If sick
387 leave is advanced under this agreement, the officer will not accrue further sick leave until the month of
388 employment following the month where the same number of sick hours would have accrued.
389 Thereafter, they will earn sick leave consistent with this policy.
390

391 Section 9. Recruit Officers. Compensation of Recruit Officers, defined as a hired officer who has
392 yet to obtain Law Enforcement Standards Board certification, shall be handled by Appendix D,
393

394 ARTICLE 9 - AGENCY SHOP

395
396 The Employer agrees to deduct monthly dues in the amount certified by the WPPA/LEER from
397 the pay of employees who individually sign a dues deduction authorization form supplied by the
398 WPPA/LEER affirmatively consenting to the deduction of dues from the employee's paycheck, including
399 any Local Association dues which the employee has authorized to be deducted in conjunction with the
400 WPPA/LEER dues.

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

404 The Employer shall deduct the combined dues amount each month for each employee
405 requesting such deduction, upon receipt of such form and shall remit the deductions, with a list of
406 employees from whom such sums have been deducted, to the Local Association if applicable, on or
407 before the end of the month in which the deduction is made. The Finance Department will provide
408 Local 20 contributions to the Association separate from Local 30 contributions. The Local Association
409 shall be responsible for remitting collected funds to the Wisconsin Professional Police Association or the
410 Manitowoc Professional Police Association.

411 Authorization of dues deduction by a voluntary member may be revoked upon notice in writing
412 to the Employer, WPPA or to the Local Association.

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

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

422 ARTICLE 10 - PROBATIONARY PERIOD

423
424 All newly hired employees shall be considered probationary for the first eighteen (18) months of
425 their employment with the Employer, except for fringe benefits and pay schedule which shall be a six (6)
426 month period where applicable.

427
428 Continued service beyond eighteen (18) months shall be evidence of satisfactory completion of
429 probation. A probationary employee shall be subject to discharge, suspension or other discipline
430 without benefit of this contract and shall not be entitled to use the grievance procedure in these
431 matters, but the probationary employee shall be entitled to have the Association represent him on
432 other matters.

433
434 Employees promoted within the bargaining unit shall serve a probationary period of six (6)
435 months. Should the employee fail to qualify, they shall be returned to their former position. (The
436 provisions of Article III - Management Rights subsection (j) shall remain as stated therein.)

437
438 ARTICLE 11 - SENIORITY AND JOB POSTING

439
440 Section 1. Definition of Seniority. Unless otherwise modified in this contract, seniority rights
441 shall prevail. City seniority shall be defined as the length of service with the City of Manitowoc from the
442 employee's last date of hire to a position within City service. Police Department seniority shall mean the
443 length of service with the Manitowoc Police Department from the employee's last date of hire to a
444 sworn officer position within the Police Department. If an employee moves from one City department to
445 another City department, City seniority for benefit purposes shall prevail. Police Department seniority
446 within classifications shall prevail for vacation selection, etc., but City seniority shall prevail for the
447 amount of vacations, sick leave, longevity, etc. Seniority shall not be diminished by layoff or approved
448 leave of absence except as otherwise provided in this contract.

449
450 Section 2. Job Posting. Notice of any vacant positions in the bargaining unit shall be posted for at
451 least five (5) days in overlapping weeks. Interested employees shall apply by submitting a letter to the
452 Chief of Police.

453 Vacancies shall be filled in the discretion of the Police and Fire Commission in accordance with
454 Section 62.13 of the Wisconsin Statutes.

455
456 Section 3. Loss of Seniority. Seniority shall be broken and terminated if an employee:

457
458 (a) Quits;

459
460 (b) Is discharged for just cause;

461
462 (c) Fails to report for work after termination of leave of absence except under extenuating
463 circumstances;

464
465 (d) If laid off and not re-employed within three (3) years from date of lay-off;

466
467 (e) Is retired.

468
469 A laid off employee shall be given notice of recall by certified mail, return receipt requested to

470 their last known address.

471

472 The employee must respond to such notice within seven (7) days after receipt of such notice
473 unless otherwise agreed to. Any employee failing to follow these notice requirements shall forfeit
474 seniority.

475

476 Section 4. Seniority Disputes. Any disagreement concerning an employee's seniority shall be
477 subject to the grievance procedure. Upon request, a seniority list of all employees covered by this
478 Agreement shall be furnished by the Employer to the Association.

479

480 Section 5. Lay off. In laying off permanent employees, the employees shortest in length of
481 service in any classification in the Police Department shall be laid off first, provided those retained are
482 capable of carrying on the Employer's usual operations. In re-employing, the employees on the seniority
483 list within any classification having the greatest length of service in the department shall be called back
484 first, provided they are qualified to perform the available work.

485

486 Section 6. Metro Assignments. Any time spent as a temporary detective shall not count towards
487 seniority as a detective for such purposes as call-in and picking of vacation, holidays, etc. Only time
488 spent as a result of being promoted to a detective on a permanent basis shall count towards detective
489 seniority.

490

491 ARTICLE 12 - VACATION

492

493 Three days of vacation shall be awarded at hire. New employees may use these days for time off
494 needed during the first 12 months prior to the employee's one-year anniversary. If the employee
495 separates from the department, the days used would be held, on a pro-rata basis, from their last
496 paycheck. Unused days will not be paid out.

497

498 Additional vacation shall be awarded upon completion of:

499

500	One year of service	10 workdays
501	Two or more years of service	18 workdays
502	10 or more years of service	21 workdays
503	15 or more years of service	24 workdays
504	20 or more years of service	29 workdays

505

506 Vacation shall be taken in 8 hour increments.

507

508 Vacation selection shall start October 1, once officers are notified of their shift assignment for
509 the following year. In applying for vacation, preference shall be given in order of seniority, within a
510 classification (i.e. Sergeant or Patrol) but no person may take more than ten (10) workdays of vacation
511 until the remainder of the person's shift has selected vacation by classification. Once the remainder of
512 the shift has selected vacation days, those with vacation remaining may then select in order of seniority
513 by classification. A minimum of two (2) Patrol Officers and one (1) Sergeant, per shift, shall be allowed
514 off for any combination of vacation, holidays or compensatory time at any time throughout the year.
515 More than two (2) Patrol Officers and one (1) Sergeant may be allowed off, per shift, with prior approval
516 from the Chief of Police or designee.

517

Vacations are not cumulative in that all vacations must be used during the calendar year

518 following the employee's anniversary date except for employees with an anniversary date in the fourth
519 quarter. Vacation schedules for sergeants and detectives must be approved by the Police Chief or
520 designee.

521 Employees who have an anniversary date in the fourth quarter (October, November, or
522 December) will not be eligible to use the additional vacation earned on an anniversary date until the
523 next quarter. As an example, an employee who achieves one year of service on November 1, 2021 will
524 be eligible to use those ten days of vacation after January 1, 2022.

525 Employees who separate employment prior to their anniversary date will be responsible for
526 paying back any vacation time that was used but not earned.

527
528
529 ARTICLE 13 - SICK LEAVE
530

531 Section 1. Sick Leave Earned. All employees shall be granted eight (8) hours of sick leave per
532 month and shall be accumulative to nine hundred sixty (960) working hours. Sick leave credits beyond
533 the accumulation of seven hundred twenty (720) hours on the anniversary date of employment shall be
534 paid each employee on the basis of one-half (1/2) the value of the excess credits when the employee's
535 total first exceeds seven hundred twenty (720) hours. Thereafter, employees shall be paid as follows: On
536 the anniversary date of employment, each employee shall be paid one-half (1/2) of the excess of the sick
537 leave credits over seven hundred twenty (720) hours but not more than forty eight (48) hours. The
538 number of sick hours the employee had taken between the last anniversary date and the present
539 anniversary date shall be deducted from the ninety six (96) earned for the year, and the remaining hours
540 added to the employee's total. The difference between the last anniversary date total and the present
541 anniversary date total shall be used in computing the amount of sick hours the employee shall be paid
542 for. One-half (1/2) of the difference shall be paid for and the other one-half (1/2) added to the
543 employee's total. This process shall continue until the employee has accumulated nine hundred sixty
544 (960) hours. Once the employee accumulates nine hundred sixty (960) hours, the same process for
545 payment shall continue except that the employee shall not receive any unpaid sick leave credit over nine
546 hundred sixty (960) hours.

547
548 Section 2. Use of Sick Leave. An employee may use sick leave with pay for absence necessitated
549 by personal illness or injury incurred off the job or if the employee's presence is required at home in the
550 event of serious illness or injury of members of their family living in the employee's residence. The
551 Employer may investigate claims for the use of sick leave.

552
553 Section 3. Payment for Sick Leave Credits. All sick leave credits accumulated by employees who
554 leave the employment of the City either by choice or dismissal shall be canceled and no payments made.
555 Employees eligible for retirement annuity or in the event of death while in service will receive all sick
556 leave credits accumulated by them from the City immediately upon retirement or death; such credits
557 shall not exceed nine hundred sixty (960) hours.

558
559 Employees who retire may elect to have either a cash payment or elect to roll the funds to one
560 of the qualified tax deferred plans offered by the City.

561
562 Section 4. Computation of Sick Leave Credits. All sick leave credits are to be computed by
563 dividing the annual wage or salary by two hundred forty-four (244) days in order to arrive at the daily
564 wage or salary rate.
565

566 ARTICLE 14 - HOLIDAYS

567
568 Section 1. Holidays Granted. All employees shall be granted the following full holidays each year:

569
570 New Year's Day Labor Day Easter Sunday
571 Memorial Day Fourth of July Thanksgiving Day
572 Day after Thanksgiving Day before Christmas Christmas Day

573
574 Officers covered by the collective bargaining agreement shall either have used or scheduled to
575 be used all of the holidays provided for in the collective bargaining agreement on or before September
576 1st of each calendar year. Those members who have not used or have scheduled days off for holidays on
577 or before that date shall be counseled by the Shift Commander regarding the requirement to use the
578 holidays prior to the end of the year. The Shift Commander shall provide to that member a list of dates
579 that are available for holidays off and within three (3) days of that notification, the officer shall select
580 holidays off. It is understood that every member shall use their holidays prior to December 31 of any
581 calendar year.¹

582
583 Section 2. Off Days on Holidays. If an employee does not work on one of the above designated
584 holidays, they shall not receive any additional pay for such holiday, but shall receive an eight (8) hour
585 holiday to be used within that calendar year in accordance with Article XII.

586
587 Section 3. Holiday Pay. If an employee does work on one of the above designated holidays they
588 shall be paid at the rate of time and one-half (1½) for all such hours worked plus the extra holiday
589 benefit enumerated in Section 2 above.

590
591 Section 4. Overtime on Holidays. If an employee works overtime on one of the above designated
592 holidays, they shall be paid at the rate of double time (2) plus the compensatory time benefits
593 enumerated in Section 2.

594
595 Section 5. Credit for Holiday. To be credited with having worked on a holiday, the majority of
596 hours must be worked on the holiday.

597
598 Section 6. Alternate Holiday Compensation. If an employee desires to be paid instead of
599 receiving the holiday, this may be granted by the Chief of Police.

600
601 Section 7. Holiday Scheduling. Notwithstanding any other language in this article, the Chief of
602 Police may, on their initiative, notify not more than two (2) employees scheduled to work on any holiday
603 to take that day off as a holiday in lieu of any other time off or pay. Such notice shall be given at least
604 one week prior to the holiday. The employees notified hereunder shall be chosen only on a rotating
605 basis, commencing with those with least seniority. That is, no employee shall be required to take off a
606 particular holiday unless all other employees covered by this agreement scheduled to work on such
607 employee's shift on that holiday shall have taken a holiday off pursuant to this paragraph since it was
608 last applied to such employee, even if the cycle extends over more than a calendar year.

609
610

¹ Floating holidays were removed and rolled into vacation as of 1/1/2021.

611 ARTICLE 15 - LEAVE OF ABSENCE

612
613 Section 1. Requests. Request for leave of absence without pay for justifiable reasons will be
614 granted for reasonable periods of time, if mutually agreed to by the Personnel Committee and the
615 Association. The request shall be by letter to the Personnel Committee of the City of Manitowoc.
616

617 Section 2. Convention Leave. Leave to attend conventions, for Association activities only,
618 conferences, or special association meetings shall be considered one form of leave within the meaning
619 of this Article. Such leave may comprise up to one hundred twenty (120) hours for any employee who
620 has been designated by this organization. The request shall be by letter to the Personnel Committee of
621 the City of Manitowoc.
622

623 Section 3. Military Leave. Employees who are members of the National Guard, military reserve
624 or subject to jury duty shall be granted temporary leave for tours of duty and shall receive during such
625 absence, the wage difference between the employee's regular City pay and duty pay so that no loss of
626 pay will be suffered as a result of such service.
627

628 Section 4. Light Duty. Employees who are recuperating from a duty-incurred injury may
629 temporarily be assigned light duty notwithstanding the employee's inability to perform all essential job
630 functions for such period of time as the employer determines alternative productive work is available.
631 The employee, shall, upon request, furnish the employer with a physician's statement specifying the
632 type of work to which the employee may be assigned. Temporary work assignments hereunder shall be
633 consistent with any work restrictions placed on the employee by the employee's physician.
634

635 ARTICLE 16 - CLOTHING AND EQUIPMENT ALLOWANCE

636
637 Section 1. Clothing Allowance. In place of a clothing allowance, employees had \$525 added to
638 their base salary in 2003.
639

640 Section 2. Oleoresin Capsicum (O.C.). O.C. and the necessary carrier to same shall be provided,
641 as required, each police officer at no cost to the employee and shall be in addition to the clothing
642 allowance.
643

644 It shall be the duty of any officer who uses O.C. to request a replacement following the
645 manufacturer's expiration date on the container. The City agrees to replace the expired container at no
646 cost to the employee.
647

648 Section 3. Clothing Damaged on Duty. The Employer shall pay for the replacement of all articles
649 or apparel damaged in the line of duty (such replacement cost must be in excess of fifteen dollars
650 (\$15.00) per incident.) It is, however, understood that the Employer shall not be responsible for apparel
651 or articles damaged because of negligence on the part of the employee.
652

653 Section 4. Safety Glasses. The Employer agrees to pay seventy-five per cent (75%) of the base
654 price of one (1) pair of safety glasses, including frames, provided, that the Employee's share of the base
655 price cost shall not exceed \$5.00. In addition, the Employee shall pay the full cost of any special features,
656 such as higher priced frames, oversized lenses, tinted lenses, bifocals, trifocals, etc. The Employee shall
657 pay the full cost of any eye examination. This provision shall apply to each Employee only once unless
658 there is a change in prescription. This benefit is not transferable.

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Section 5. Uniform Change. Whenever less than twelve (12) months advance notice of change of uniform is given to employees required to wear a uniform, the Employer agrees to, in addition to any other clothing allowance specified for under this Article, provide the first "issue" of a new uniform or part thereof where the uniform requirements as to style of uniform or part thereof have been changed. "Issue" for the purpose of this provision shall be defined to mean:

Coat	One (1) per type
Hat	One (1) per type
Pants	Two (2) pair
Shirt	Two (2) pair
Necktie	Two (2)

ARTICLE 17 - COMPENSATORY TIME

Employees may receive compensatory time off in lieu of overtime pay for hours worked in excess of the maximum set for their workday, as defined in Article VII, Section 1. Employees may also receive compensatory time in lieu of pay for "call-in pay" as defined by Article VIII, Section 4. Compensatory time off accumulation for overtime hours worked shall be limited to a maximum accumulation of two hundred forty (240) hours. Employees who have accumulated two hundred forty (240) or more hours of compensatory time for hours worked shall not be eligible for compensatory time and shall be paid for overtime worked as defined in Article VIII, Section 3. Compensatory time off may be taken upon the request of the employee and the approval of the Chief of Police and designee, subject to Article XII. (i.e. number of persons off on any one work day shift) Compensatory time off may be taken in hourly segments.

Where mutually agreed upon, employees may receive straight compensatory time in lieu of overtime for events such as marching in parades, Citizens' Academy classes, and DARE instruction. This shall be noted on the sign-up sheets for such events where applicable.

ARTICLE 18 - DISABILITY

Section 1. Temporary Disability Benefits. If an employee with two or more years of service becomes disabled due to a serious illness or injury and has exhausted all paid sick leave and any other City-sponsored short term disability that was available to the employee at the onset of such illness, the City shall pay a short-term disability benefit.

The benefit will be equal to two-thirds (2/3) of the employee's salary rate at the time of the commencement of the disability absence, less the amount of any Social Security disability benefit or other disability insurance benefit receivable by such employee, for a period of 480 hours following the exhaustion of paid sick leave and any other City-sponsored short-term disability. This benefit will run concurrent with FMLA in the event that paid sick leave and any other City-sponsored short-term disability have been exhausted. No short-term disability benefit shall be payable for any disability resulting from injury during other employment or for any intentional self-inflicted injury. This benefit is available for 480 hours over the employee's career and is not payable at separation. Leave will continue to accrue while on the short-term disability. Employees will be responsible for paying the employee share of the health premium while on temporary disability.

707 Section 2. Death or Permanent Disability Benefit. In the event of duty incurred total and
708 permanent disability or death of an employee, the employee, or in case of employee's death, then their
709 estate, shall be paid in one lump sum, one (1) year's regular pay existing at death or commencement of
710 disability, in addition to sick leave, Worker's Compensation, state life insurance, or any other benefits to
711 which said employee or their estate is entitled, by virtue of this agreement or their employment. The
712 parties agree that "totally and permanently disabled" shall mean total and permanent disability entitling
713 the employee to total and permanent disability benefits from social security. Any amounts paid under
714 Section 1 of this Article shall be deducted from any payment due under this Section 2.

715
716 ARTICLE 19 - FIREARM PRACTICE PROVISION

717
718 Due to the nature of the work and the requirement that police officers bear firearms, the
719 firearms training officer shall offer to all officers, target practice on a training range a minimum of three
720 (3) times each year. Time spent on the training range, whether on or off duty, shall be compensable.
721 Additionally, an appropriate amount of ammunition shall be provided to all officers in order to maintain
722 firearms proficiency.

723
724 ARTICLE 20 - INSURANCE

725
726 Section 1. Hospital and Surgical Insurance. Beginning in 2015, the Employer agrees to pay 87.5%
727 of the insurance premium for employees having single plan coverage and 87.5% of the insurance
728 premium for employees having family plan coverage the first pay period upon ratification. The Health
729 Plan shall be as described in the Plan Document provided to the employees during open enrollment. The
730 eligibility and conditions for continuation of any employee enrolled in the Health Care Plan shall be as
731 set forth in the City of Manitowoc Health, Dental, Vision and Wellness Plan.

732
733 Section 2. Carrier. The Employer reserves the right to change the carrier of the insurance at any
734 time, and to fund the insurance through either a fully insured or self-funded plan, provided that at no
735 time will the Employer approve a carrier which reduces any benefits to the Employee. This provision
736 shall not prevent the Employer from selecting a carrier which has a different list of preferred providers.

737
738 If the Employer elects to fund the insurance through a self-funded plan, the Employer agrees to
739 make a good faith effort to set premium rates to reflect anticipated usage under the plan.

740
741 Section 3. State Mandated Benefits. State mandated benefits for traditional prepaid group
742 health insurance plans shall automatically be incorporated as a part of the group insurance coverage
743 regardless of "self-funding", "cost plus" or any other such arrangement.

744
745 Section 4. Lay Off. Employees on layoff shall be entitled to continued coverage under the group
746 policy (single and dependent coverage) at the employee's expense for a period of up to eighteen (18)
747 months.

748
749 Section 5. Confidentiality. All personally identifiable medical and claims records relating to any
750 self-insurance plan shall be kept confidential by the administrator of the self-insurance plan and the
751 Finance Director's office and such records shall be exempt from disclosure pursuant to Section 19.36(1)
752 of the Wisconsin Statutes. This paragraph does not prohibit the release of personally identifiable records
753 to other city officials to the extent that performance of their duties requires access to the records, but
754 only with the prior written informed consent of the insured.

755
756 Section 6. Retirees. Retirees may continue coverage under the group health insurance plan
757 (single and family plan) at their own expense.

758
759 Section 7. Life Insurance. All employees covered by this agreement shall be required to pay the
760 premium for their life insurance for the first month of each year or in the case of new employees, their
761 first month of employment upon becoming eligible for the life insurance program. The Employer agrees
762 to make the required contributions for the basic share of life insurance for the remaining months of
763 each year. The life insurance program shall be the State Life Insurance program administered by the
764 Wisconsin Retirement Fund.

765
766 Section 8. Physical Examinations. Each member of the bargaining unit agrees to submit to no
767 more than one physical examination per calendar year as directed by the City. The cost of any such
768 physical examination shall be borne by the City. Physical exams hereunder will be administered only on
769 a bargaining unit-wide basis, with the time period for any one set of physical examinations to be
770 mutually agreed upon between the Employer and the Association.

771
772 The results of the physical examinations shall be confidential between the physician and the
773 employee unless the examining physician discovers information which could be expected to materially
774 impair the employee's ability to perform their duties. In such an event, it is understood the physician
775 would make such information available to the Employer through the Police and Fire Commission.

776
777 The intent of the last sentence is that the Police and Fire Commission would act as the agent of
778 the Employer to receive the information. The Commission would use its discretion in determining to
779 whom disclosure of the information would be required in order to protect the interests of the City of
780 Manitowoc and the Employee.

781
782 Section 9. Flexible Benefits Plan. Effective April 1, 1997 the Employer shall institute a flexible
783 benefits plan for members of the bargaining unit as permitted by §125 of the Internal Revenue Code. All
784 employees shall automatically be deemed to participate in the plan to the extent of an employee
785 contribution to health insurance. There shall be no administrative expense to the employee for
786 employees who elect only to qualify their contribution to health insurance premiums or those
787 employees who elect to set aside an additional \$300 or more for eligible §125 expenses in any calendar
788 year. Employees who elect to set aside amounts in addition to their contribution to health insurance
789 premiums in an amount of less than \$300 in any calendar year shall be required to pay 50% of the
790 administrative cost to the City of the employee's participation in such plan.

791
792 The City shall have authority to change the plan administrator to any substantially equivalent
793 administrator which does not result in any additional administrative costs to an employee at the time of
794 such change.

795
796 Section 10. Employee Assistance Plan. The Employer shall provide an Employee Assistance Plan
797 for members of the bargaining unit as provided to other municipal employees.

798
799 The Employer reserves the right to change the provider of EAP services at any time. The
800 Employer also retains the right to unilaterally change the level of benefits provided in the EAP in the
801 event they are no longer available from the current provider, or in the event the cost of providing the
802 then existing level of benefits for any year exceeds the cost of providing such benefits during the

803 previous year by a percentage greater than the percentage wage increase in such year.

804

805 Section 11. Officers Killed in the Line of Duty. This section was repealed as these benefits are
806 now required by state law pursuant to 2019 WI Act 19. Should that law be repealed, these benefits will
807 be reinstated by the City.

808

809 ARTICLE 21 - NO-STRIKE AGREEMENT

810

811 Section 1. Strikes and Lockouts Prohibited. There shall be no lockout on the part of the Employer
812 and there shall be no strike, work stoppage or slowdown authorized, sanctioned, approved or engaged
813 in by the Association against the Employer during the term of this Agreement.

814

815 Section 2. Association Liability. It is further agreed that in all cases of unauthorized activity (i.e.
816 strikes, work stoppage or slowdowns) the Association shall not be liable for damages resulting from such
817 unauthorized acts of its members and shall undertake reasonable means to induce employees to return
818 to work.

819

820 ARTICLE 22 - TERMINATION OF EMPLOYMENT

821

822 The Employer shall pay all wages due employees upon termination of employment and shall
823 furnish such employees with a letter of recommendation if requested to do so by the employee and if
824 the employee's record has been satisfactory.

825

826 ARTICLE 23 - PENSION

827

828 Effective January 1, 2017, the employee will pay the full employee share of the Wisconsin
829 Retirement System contribution.

830

831 ARTICLE 24 - FUNERAL LEAVE

832

833 Funeral leave not to exceed three (3) days, without loss of pay, shall be granted in event of
834 death within the employee's immediate family: parent, step-parent, father-in-law, mother-in-law,
835 spouse, child, step-child, grandparent, grandchild, brother or sister. Funeral leave not to exceed one (1)
836 day shall be granted in the event of death of officer's blood aunt or uncle. Additional funeral leave may
837 be granted dependent upon other circumstances including but not limited to length of travel.

838

839 ARTICLE 25 - SAVINGS CLAUSE

840

841 If legal rulings declare a portion of this Agreement unlawful, the remainder of this Agreement
842 and Addendum shall not be affected thereby, negotiations will commence immediately on the subject
843 matter in question in an effort to replace such articles or sections.

844

845 ARTICLE 26 - PREGNANCY MOU

846

847 The parties agree that the Memorandum of Understanding regarding pregnant officers and light
848 duty will be extended for the duration of this contract term.

849

ARTICLE 27 - DURATION

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This Agreement shall become effective on January 1, 2021 and shall remain in full force and effect through December 31, 2023 and shall be automatically renewed from year to year thereafter unless either party shall serve upon the other a written notice of desire to negotiate changes or additions of this Agreement no later than July 1st of each year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2021.

CITY OF MANITOWOC

WISCONSIN PROFESSIONAL POLICE ASSOCIATION - LEER DIVISION

By: _____
Justin M. Nickels, Mayor

By: _____

Attest:

Mackenzie Reed-Kadow, City Clerk

By: _____

By: _____

By: _____

By: _____

By: _____

Thomas A. Schrank,
Business Agent

Appendix A – Monthly Pay Rates

	Current Pay as of 1/1/2020	1/1/2021 2.25% increase	1/1/2022 2% increase	1/1/2023 2.25% increase
Detective Sergeant				
Start	6571	6719	6853	7007
After 42 months	6621	6770	6905	7060
Police Sergeant				
Start	5875	6007	6127	6265
After 42 months	5900	6033	6154	6292
After 84 months	6072	6209	6333	6475
Police Detective				
Start	5875	6007	6127	6265
After 42 months	5900	6033	6154	6292
After 84 months	6072	6209	6333	6475
After 120 months as a detective	6439	6584	6716	6867
Patrol Officer				
Start	4589	4692	4786	4894
After 6 months	5072	5186	5290	5409
After 18 months	5205	5322	5428	5550
After 30 months	5338	5458	5567	5692
After 42 months	5481	5604	5716	5845
After 84 months	5655	5782	5898	6031

*\$75.00 per month effective January 1, 2000 for Sergeants, Police Detectives and Juvenile Officers after 84 months, added to agreement in 1998 bargaining session.

**\$75.00 per month step at 84 months added to agreement in 1998 bargaining effective January 1, 1999.

Employees who were receiving longevity payments prior to December 31, 2000 midnight continue to have the amount of those longevity payments they were receiving on December 31, 2000 frozen at that level and included in their base wage. Employees hired on or after March 16, 1998 were not, and are not eligible to receive any longevity payment. This agreement does not preclude the payment of experience steps as set forth in Appendix A.

1. The monthly salary rate shall be rounded off to the nearest whole dollar; \$.01 to \$0.49, the cents are dropped; \$.50 to \$.99, the next higher whole dollar.
2. Monthly pay rate set forth in Appendix A does not include fifteen (15) minute report time pay.

Appendix B - Previously attained Longevity Payment Schedule

	Current Pay as of 1/1/2020	1/1/2021 2.25% increase	1/1/2022 2% increase	1/1/2023 2.25% increase
Detective Sergeant				
132 months	6677	6827	6964	7121
Police Sergeant				
132 months	6111	6248	6373	6517
Police Detective				
132 months	6111	6248	6373	6517
Patrol Officer				
132 months	5694	5822	5939	6072

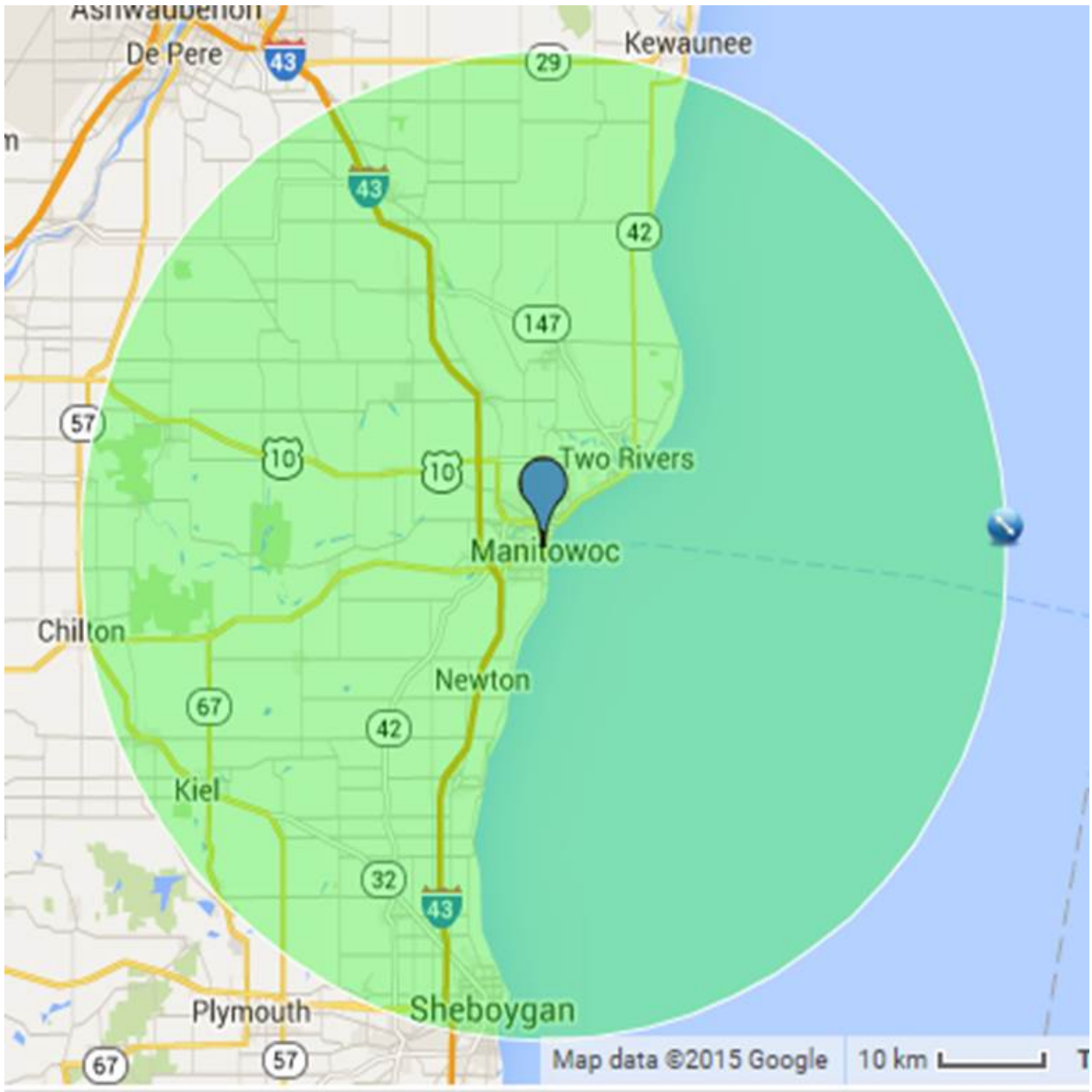
**Employees who were receiving longevity payments prior to December 31st, 2000 midnight continue to have the amount of those longevity payments they were receiving on December 31, 2000 frozen at that level and included in their base wage. Employees hired on or after March 16, 1998 are not eligible to receive any longevity payment. This agreement does not preclude the payment of experience steps as set forth in Appendix A.

**amounts are stated as monthly

132 Months

M. Stone

Appendix C - Residency Map of 25 Mile Radius



Appendix D – Recruit Officers

1. Upon hire the Recruit Officer is a full-time active employee of the City and a member of the public safety bargaining unit. Recruit Officer status and the terms of this appendix will end upon completion of the academy. The Recruit Officer's primary responsibility is to participate and satisfactorily complete LESE certification through an academy.
2. Provided the Recruit Officer meets any such eligibility requirement for such compensation or benefit, the Recruit Officer shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this appendix. All the terms of the collective bargaining agreement will apply to the Recruit Officer unless specifically modified by this appendix. The parties recognize that certain provisions of the collective bargaining agreement such as shift selections may not be easily adapted to a Recruit Officer's basic academy assignment. In the event there is a question in terms of how a Recruit Officer's schedule or conditions of employment relates to a provision of the collective bargaining agreement the City and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the City and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
3. The normal workweek for the Recruit Officer will be eight hours a day, Monday through Friday, five (5) workdays on, two (2) weekend days off, unless Academy training dictates otherwise.
4. Recruit Officers will receive time and a half overtime pay for any hours worked in excess of 40 hours in a workweek, Recruit Officers must receive permission from a supervisor prior to working any overtime. Overtime shall not apply to work associated with training, academics, studies, preparatory requirements or travel while attending the academy.
5. The hourly rate of pay for starting Recruit Officers shall be \$20.00 /hour. Effective the day after satisfactory completion of a LESE training academy, the Recruit Officer's title will be changed to "Patrol Officer," and they will be placed onto the "Start" of the pay plan for an officer. Six months after that, the officer will advance to the "After 6 months" step, and then progress according to the Collective Bargaining Agreement.
6. Recruit officers shall not be eligible for a clothing allowance and are responsible for furnishing their own academy uniform.
7. For Seniority as defined in Article XI Seniority and Job Posting of the collective bargaining agreement, the date of hire shall be the date the Recruit Officer begins the Academy.
8. Recruit Officers shall serve a Probationary Period under Article X - Probationary Period. The probationary period shall commence on the date the Academy starts.
9. The City shall pay the recruit officer's tuition through the Academy. Travel time between the school and Employee's home shall not be compensated.
10. If the Recruit Officer chooses to leave the employment of the City within 60 months of completion of the academy, the Recruit Officer agrees to reimburse the City for costs paid for background checks, physical and psychological testing, training and equipment. Those costs are expressed as liquidated damages in the following amounts:
 - a. Date of hire to 12 months after certification: \$6,000.00,
 - b. More than 12 months to 24 months after certification: \$4,800.00
 - c. More than 24 months to 36 months after certification: \$3,600.00
 - d. More than 36 months to 48 months after certification: \$2,400.00.
 - e. More than 48 months to 60 months after certification: \$1,200.00.
 - f. More than 60 months after certification: No reimbursement required.

- 11.** This reimbursement requirement will be considered null and void if the Recruit Officer does not pass the academy requirements or if the Recruit Officer is terminated by the City, granted a severance based on medical unfitness for duty, or for a military call-up. The City may also, on its own discretion waive all or part of the reimbursement for any reason it believes to be appropriate. If a Recruit Officer does not successfully complete the academy or gain LESE certification, the Recruit Officer's employment with the City shall be severed with no recourse to the grievance procedure.
- 12.** Prior to hiring and as a condition of employment, each Recruit Officer will execute an individual contract that reflects this appendix and the agreement of the Recruit Officer to be bound by the reimbursement provision therein. The form of the individual contract will be determined by the City and will include a requirement that the individual agrees that the City may withhold or deduct from wages or other payments owed by the City to the individual if the individual leaves employment and owes a reimbursement to the City.