

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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AGREEMENT

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

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

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

ARTICLE I **RECOGNITION**

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

ARTICLE II **COOPERATION**

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

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

ARTICLE III **MANAGEMENT RIGHTS**

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

- (a) To direct and supervise all operations of the Manitowoc Police Department.
- (b) To establish reasonable work rules and enforce said work rules.

(c) To hire, promote, transfer, assign, and retain employees except as limited by this Agreement.

(d) To suspend, demote, discharge and take other disciplinary action against employees for just cause.

(e) To introduce new or improved equipment.

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

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

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

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

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

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

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

ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Procedure.

(a) Definition. A grievance shall be defined as any dispute or misunderstanding which may arise between the Employer and the employee(s) or between the Employer and the Association. Grievances shall be handled and settled in accordance with the following Procedure:

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

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

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

Section 2. Arbitration.

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

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

Section 3. General Provisions.

(a) Time Limits. Failure by either party to observe the time limits in this Article shall resolve the grievance in favor of the last party to act. If a grievance is resolved because of the failure of either party to act in a timely manner, the resolution of such grievance shall not be considered as a precedent for the

resolution of any future grievances. Time limits may be extended by mutual agreement.

ARTICLE V
ASSOCIATION ACTIVITY

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

Representatives of the Association having business with members of the Association may confer with such officers or members during the course of the work day for a reasonable time, upon contacting the supervisor's office.

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

ARTICLE VI
SUSPENSION, DISCHARGE AND WARNING NOTICE

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

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

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

ARTICLE VII
HOURS OF WORK

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

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

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

Section 3. Shifts.

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

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

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

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

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

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

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

(c) Court Officer. Notwithstanding the authority otherwise possessed by the Police Chief to make job assignments, the assignment as Court Officer shall be posted. The Chief shall select an

applicant for the assignment on the basis of ability and seniority. Assignment to the duties of Court Officer will in no way impede the person's chance of advancement when other openings occur. The working hours of the person assigned to perform the duties of Court Officer shall be determined by the Chief of Police or designee.

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

(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 times as mutually agreed upon by the patrol officers assigned to the K-9 Unit and the Chief of Police. Officers assigned to the K-9 Unit will be paid one hour of pay, at straight time, each day of the week for the care and maintenance of the canine, except for any days that the K-9 is boarded by a third party. Vacations, holidays, and off days will be mutually agreed upon by the officers assigned to the K-9 Unit and the Chief of Police or designee. The parties agree that should the K-9 Unit be expanded, the City may reevaluate and make changes to the work schedule outlined above to include additional patrol officers assigned to the K-9 Unit.

(f) Metro Assignments. Employees assigned to the Metro Drug unit shall be classified as detectives for pay and call-in procedures during the assignment. All time as a temporary detective shall be counted towards the "After 120 months" pay step in Appendix A. Once an employee accumulates 120 months of time as a temporary detective, detective, or a combination of the two, the employee shall be compensated at the "After 120 months" rate for as long as they continue to serve as a detective or temporary detective.

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

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

Section 6. Schedule Changes. In the event it is necessary to change employees from one regular schedule of days and/or hours to another schedule of days and/or hours, the employees shall be given at least twenty-four (24) hours' notice of change if possible. Work performed on a revised schedule during the twenty-four (24) hours' notice period shall be compensated at one and one-half (1½) times the normal rate of pay whether or not total working hours for the week are in excess of the normal work week, except as otherwise provided herein for emergencies.

Section 7. Emergencies. For an emergency such as a riot or a natural disaster, the Employer shall have the right to schedule the work week as may be necessary and from one (1) shift to another shift without regard to prior notice. Any employee who is called in for work outside their normal work schedule shall not be sent home early on subsequent days nor denied their regular work schedule to avoid overtime payment without their consent. The spirit of this provision is that the Employer shall not be penalized during emergency conditions through overtime payment during the twenty four (24) hours'

notice period, but neither shall the Employer adjust the working hours after emergency conditions (e.g. To less than eight (8) hours per day) so as to deny employees legitimate overtime.

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

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

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

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

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

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

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

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

Travel time to and from any training session that exceeds one (1) hour or fifty (50) miles each way, whichever is greater, shall be compensated at the applicable rate of pay.

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

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

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

- 100% if employed for less than 6 months.
- 75% if employed for 6 months but less than 12 months.
- 50% if employed 12 months but less than 24 months.
- 25% if employed 24 months but less than 36 months.

ARTICLE VIII
PAY POLICY

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

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

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

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

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

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

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

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

Detectives shall be paid a shift differential as follows:

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

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

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

Section 7. Stand-By. All employees ordered to "Stand-by at Home" shall be compensated at the rate of \$2.50 per hour for each hour or fraction thereof. Such stand-by may be utilized in the event of demonstrations, riots, motorcycle gangs, etc., in the City of Manitowoc or any community where assistance is requested.

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

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

ARTICLE IX AGENCY SHOP

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

It shall be WPPA/LEER's responsibility to obtain dues authorization forms from new employees and

provide them to employer. Dues deductions will commence on the first pay period after receipt of the dues deduction form.

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

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

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

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

ARTICLE X PROBATIONARY PERIOD

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

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

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

ARTICLE XI
SENIORITY AND JOB POSTING

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

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

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

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

- (a) Quits;
- (b) Is discharged for just cause;
- (c) Fails to report for work after termination of leave of absence except under extenuating circumstances;
- (d) If laid off and not re-employed within three (3) years from date of lay-off;
- (e) Is retired.

A laid off employee shall be given notice of recall by certified mail, return receipt requested to their last known address.

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

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

Section 5. Lay off. In laying off permanent employees, the employees shortest in length of service in any classification in the Police Department shall be laid off first, provided those retained are capable of carrying on the Employer's usual operations. In re-employing, the employees on the seniority

list within any classification having the greatest length of service in the department shall be called back first, provided they are qualified to perform the available work.

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

ARTICLE XII
VACATION

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

Additional vacation shall be awarded upon completion of:

One year of service	10 workdays
Two or more years of service	18 workdays
10 or more years of service	21 workdays
15 or more years of service	24 workdays
20 or more years of service	29 workdays

Vacation shall be taken in 8 hour increments.

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

Vacations are not cumulative in that all vacations must be used during the calendar year following the employee's anniversary date except for employees with an anniversary date in the fourth quarter. Vacation schedules for sergeants and detectives must be approved by the Police Chief or designee.

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

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

ARTICLE XIII
SICK LEAVE

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

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

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

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

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

ARTICLE XIV
HOLIDAYS

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

New Year's Day
Memorial Day

Labor Day
Fourth of July

Easter Sunday
Thanksgiving Day

Day after Thanksgiving Day before Christmas Christmas Day

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

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

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

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

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

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

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

ARTICLE XV LEAVE OF ABSENCE

Section 1. Requests. Request for leave of absence without pay for justifiable reasons will be granted for reasonable periods of time, if mutually agreed to by the Personnel Committee and the

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

Association. The request shall be by letter to the Personnel Committee of the City of Manitowoc.

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

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

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

ARTICLE XVI CLOTHING AND EQUIPMENT ALLOWANCE

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

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

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

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

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

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 XVII
COMPENSATORY TIME

Employees may receive compensatory time off in lieu of overtime pay for hours worked in excess of the maximum set for their work day, 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 XVIII
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 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.

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

ARTICLE XIX
FIREARM PRACTICE PROVISION

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

ARTICLE XX
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Employee Assistance Plan. The Employer shall provide an Employee Assistance Plan

for members of the bargaining unit as provided to other municipal employees.

The Employer reserves the right to change the provider of EAP services at any time. The Employer also retains the right to unilaterally change the level of benefits provided in the EAP in the event they are no longer available from the current provider, or in the event the cost of providing the then existing level of benefits for any year exceeds the cost of providing such benefits during the previous year by a percentage greater than the percentage wage increase in such year.

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

ARTICLE XXI
NO-STRIKE AGREEMENT

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

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

ARTICLE XXII
TERMINATION OF EMPLOYMENT

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

ARTICLE XXIII
PENSION

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

ARTICLE XXIV
FUNERAL LEAVE

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

ARTICLE XXV

SAVINGS CLAUSE

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

ARTICLE XXVI
PREGNANCY MOU

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

ARTICLE XXVII
DURATION

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
PAY RATE**

	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	7061
Police Sergeant				
Start	5875	6007	6127	6265
After 42 months	5900	6033	6153	6292
After 84 months	6072	6209	6333	6475
Police Detective				
Start	5875	6007	6127	6265
After 42 months	5900	6033	6153	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	5429	5551
After 30 months	5338	5458	5567	5693
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.

**Amounts are stated as monthly

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 \$.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	7120
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 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.

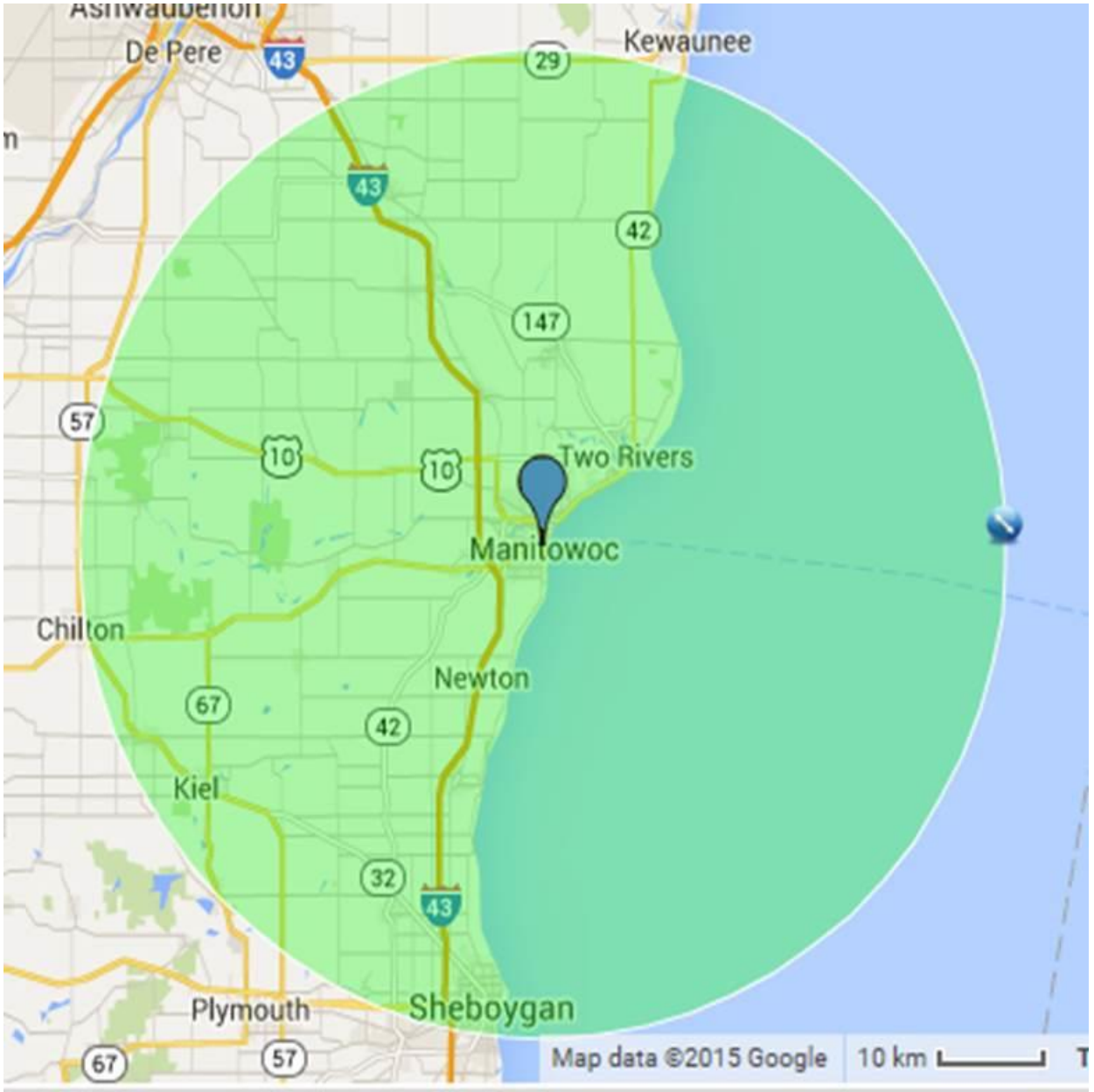
**amounts are stated as monthly

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 memorandum 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.