

AGREEMENT

BETWEEN

CITY OF MANITOWOC

AND

CITY OF MANITOWOC

POLICE DEPARTMENT EMPLOYEES,

LAW ENFORCEMENT EMPLOYEE RELATIONS

DIVISION OF THE WISCONSIN

PROFESSIONAL POLICE ASSOCIATION

2018-2020

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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 his or her position as to the reason the employee is not residing within Manitowoc County. Should the Personnel Committee of 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 Personnel Committee 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 non-residency unless

approved by the Manitowoc Common Council. Any discharge for non-residency is subject to the grievance procedure of this contract. 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 his 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 proper written notice, registered mail, return receipt, sent to the last known address of the employee with a copy to the Association. Any employee may request an investigation by the Police and Fire Commission as to his 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 his designate.

(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, as determined by the Chief. The assignment shall be considered permanent unless the officer desires to be transferred. 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 his designate.

(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 his 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.

1. Employees shall be granted a 20 minute paid lunch period, the time to be approved by the department supervisor.

2. Each employee will be granted one 10 minute coffee break daily, the time to be approved by the department supervisor.

3. During the lunch period and coffee break provided for herein, the employee shall remain on emergency call. Sufficient time shall be allowed to complete the paid lunch period or coffee break 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 (1\2) 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 his normal work schedule shall not be sent home early on subsequent days nor denied his regular work schedule to avoid overtime payment without his 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. If an emergency does not exist, no employee shall be required to work unless no one accepts the work in which case the employee lowest in seniority who is available may be ordered to work.

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 department seniority within the rank of the employee required. 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. Except as provided in this Section, no overtime shall be paid for attendance at any such training session, in accordance with past practice.

Where it is feasible to change an employee's work schedule in order to facilitate attendance at a training session, the Chief or his 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.

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:

| Shift | Premium |
|-------------------------|-------------------|
| 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:

| Shift | Premium |
|-------------------------------------|-------------------|
| 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.

ARTICLE IX - AGENCY SHOP

The Employer shall deduct each month from the earnings of all employees covered by this Collective Bargaining Agreement an amount of money certified by the Association as the dues required of all members and pay said amount to the treasurer of the Association on or before the end of the month in which the deduction is made. Changes in the amount of dues to be deducted shall be by written notification from the Association at least one (1) month before the effective date of the change.

As to new employees, such deduction shall be made from the first paycheck following the first ninety (90) days of employment. The Employer shall provide the Association with a list of employees from whom such deductions are made with each monthly remittance to the Association.

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 his 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, he shall be returned to his 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 his 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

Upon completion of:

| | |
|------------------------------|-------------|
| One year of service | 7 workdays |
| Two or more years of service | 15 workdays |
| 10 or more years of service | 18 workdays |
| 15 or more years of service | 21 workdays |
| 20 or more years of service | 26 workdays |

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 his/her designee.

Vacations are not cumulative in that all vacations must be used during the calendar year following the employee's anniversary date. Vacation schedules for sergeants and detectives must be approved by the Police Chief or his designate.

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 his 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 | Labor Day | Easter Sunday |
| Memorial Day | Fourth of July | 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 his/her holidays prior to December 31 of any calendar year.

Each employee will also receive three floating holidays per calendar year. All floating holidays shall be taken at a time mutually agreeable to the employee and the Chief of Police or his/her designee.

Section 2. Off Days on Holidays.

If an employee does not work on one of the above designated holidays, he shall not receive any additional pay for such holiday, but shall receive an eight (8)hour floating holiday for a full holiday and four (4) hours floating holiday for a one-half day holiday, such floating holiday to be taken in accordance with Article XII.

Section 3. Holiday Pay.

If an employee does work on one of the above designated holidays he shall be paid at the rate of time and one-half (1½) for all such hours worked (two (2) hours pay for one-half (½) day holidays and four (4) hours pay for a full holiday) plus the floating holiday benefits enumerated in Section 2 above.

Section 4. Overtime on Holidays.

If an employee works overtime on one of the above designated holidays, he 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 floating 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 his 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 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 his or her 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.

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 of ninety (90) calendar days 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 90 days 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 his or her 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 his/her estate is entitled, by virtue of this agreement or his 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 his or her 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.

Any officer killed while on duty shall have their family members eligible to continue on the City's health insurance, paying only the employee share of the premium, under the following conditions:

1. Surviving spouse may remain on insurance until:
 - a. The spouse remarries or enters into a marriage-like relationship or
 - b. The surviving spouse attains the age of Medicare eligibility.
2. Surviving children may remain on the City's plan for as long as the plan would allow the children of a current employee to remain insured.

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 - DURATION

This Agreement shall become effective on January 1, 2018 and shall remain in full force and effect through December 31, 2020 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 _____, 2017.

CITY OF MANITOWOC

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION - LEER DIVISION

By: _____
Justin M. Nickels, Mayor

By: _____

Attest: _____
Deborah Neuser, City Clerk

By: _____

By: _____

By: _____

By: _____

By: _____
Jim Schumitsch, Business Agent

Appendix A - PAY RATE

| | Pay as of 7/1/2017 | 1/1/2018 - 3% Raise | 1/1/2019 - 3% Raise | 1/1/2020 - 3% Raise |
|------------------------------------|-------------------------------|--------------------------------|--------------------------------|--------------------------------|
| <u>Detective Sergeant</u> | | | | |
| Start | 6013 | 6193 | 6379 | 6571 |
| After 42 months | 6059 | 6241 | 6428 | 6621 |
| <u>Police Sergeant</u> | | | | |
| Start | 5376 | 5537 | 5703 | 5875 |
| After 42 months | 5399 | 5561 | 5728 | 5900 |
| After 84 months | 5557 | 5724 | 5895 | 6072 |
| <u>Police Detective</u> | | | | |
| Start | 5376 | 5537 | 5703 | 5875 |
| After 42 months | 5399 | 5561 | 5728 | 5900 |
| After 84 months | 5557 | 5724 | 5895 | 6072 |
| After 120 months as a detective | 5893 | 6070 | 6252 | 6439 |
| <u>Patrol Officer</u> | | | | |
| Start | 4200 | 4326 | 4456 | 4589 |
| After 6 months | 4642 | 4781 | 4925 | 5072 |
| After 18 months | 4763 | 4906 | 5053 | 5205 |
| After 30 months | 4885 | 5032 | 5182 | 5338 |
| After 42 months | 5016 | 5166 | 5321 | 5481 |
| After 84 months | 5175 | 5330 | 5490 | 5655 |

\$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 7/1/2017 | 1/1/2018 | 1/1/2019 | 1/1/2020 |
|----------------------------------|---|-----------------|-----------------|-----------------|
| <u>Detective Sergeant</u> | | | | |
| 132 months | 6110 | 6293 | 6482 | 6677 |
| 180 months | 6126 | 6310 | 6499 | 6694 |
| <u>Police Sergeant</u> | | | | |
| 132 months | 5592 | 5760 | 5933 | 6111 |
| 182 months | 5605 | 5773 | 5946 | 6125 |
| <u>Police Detective</u> | | | | |
| 132 months | 5592 | 5760 | 5933 | 6111 |
| 182 months | 5605 | 5773 | 5946 | 6125 |
| <u>Patrol Officer</u> | | | | |
| 132 months | 5211 | 5367 | 5528 | 5694 |
| 180 months | 5227 | 5384 | 5545 | 5712 |

**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

J. Buck

P. Dramm

B. Jacobs

M. Stone

Appendix C - Residency Map of 25 Mile Radius

