

**Memorandum of Understanding
Between
The City of Manitowoc
and the
Manitowoc Professional Police Officers Association
Wisconsin Professional Police Association / LEER Regarding
Regarding
Pay and Working Conditions for Officers Attending a Training Academy**

Law Enforcement Agencies are experiencing challenges in hiring and retaining employees that have not yet obtained Law Enforcement Standards Board (LESB) certification. In an attempt to address these concerns, the City and the Association have entered into this memorandum of understanding. In consideration of a mutual desire on both parties to hire, train and retain the best possible new employees, the parties agree to the following modifications to the collective bargaining agreement solely for those employees who are hired by the City as a Police Officer but still need to complete preparatory training at an LESB approved basic training academy ("academy") to become a certified law enforcement officer. For those employees (hereinafter called "Recruit Officers") the following provisions apply:


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 LESB 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 memorandum of understanding. All the terms of the collective bargaining agreement will apply to the Recruit Officer unless specifically modified by this memorandum of understanding. 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 LESB 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: 1. Date of hire to 12 months after certification: \$6,000.00, 2. More than 12 months to 24 months after certification: \$4,800.00 3. More than 24 months to 36 months after certification: \$3,600.00 4. More than 36 months to 48 months after certification: \$2,400.00. 5. More than 48 months to 60 months after certification: \$1,200.00. 6. 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 LESB 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, upon hire each Recruit Officer will execute an individual contract that reflects this memorandum and the agreement of the Recruit Officer to be bound by the reimbursement provision of this memorandum of understanding. 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. The contract shall be consistent with the terms of this memorandum and the collective bargaining agreement.
13. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
14. This Agreement shall expire on the date of ending of the current collective bargaining agreement.
15. This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

Agreed to by:

For the City
Nick W. Reimer



For the Association
Jeremy Weber

Date

3-13-19

Date

Thomas A. Schrank

For WPPA BA Thomas A. Schrank

03/13/2019

Date