

AGREEMENT

BETWEEN

CITY OF MANITOWOC

AND

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

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

1/1/2024 – 12/31/2026

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1 **AGREEMENT**

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

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

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

13
14
15 ARTICLE 1 - RECOGNITION

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

22
23 ARTICLE 2 - COOPERATION

24
25 Section 1. Cooperation. The Employer and the Association agree that they will cooperate in
26 every way possible to promote harmony and efficiency among all employees.

27
28 Section 2. Maintenance of Amenities. The Employer agrees to maintain the amenities of work
29 which are mandatory subjects of bargaining and which are not specifically referred to in this agreement.
30 The Association reserves its right to bargain over the impact of any changes made under this section.

31
32 ARTICLE 3 - MANAGEMENT RIGHTS

33
34 Except as provided in this Agreement, it is agreed that the management of the Manitowoc
35 Police Force is vested exclusively in the Employer as follows:

- 36
37 (a) To direct and supervise all operations of the Manitowoc Police Department.
38
39 (b) To establish reasonable work rules and enforce said work rules.
40
41 (c) To hire, promote, transfer, assign, and retain employees except as limited by this Agreement.
42
43 (d) To suspend, demote, discharge and take other disciplinary action against employees for just
44 cause.
45
46 (e) To introduce new or improved equipment.
47
48 (f) To determine the procedure, means and equipment by which operations are to be

49 conducted.

50
51 (g) To take whatever action is necessary to carry on the functions of the City in situations of
52 emergency.

53
54 (h) To utilize temporary, part-time or seasonal employees.

55
56 (i) To contract out for police services.

57
58 (j) All employees of the bargaining unit shall reside within 25 mile radius of the Police
59 Department within six months after completion of the probationary period (Appendix C). Any person
60 covered by this Collective Bargaining Agreement who does not reside within a 25 mile radius of the
61 Police Department as stated above shall be entitled to a hearing before the Personnel Committee (or
62 the Committee responsible for Personnel) of the Manitowoc Common Council. The employee shall be
63 given the opportunity to present their position as to the reason the employee is not residing within a 25
64 mile radius of the Police Department. Should the Personnel Committee and the Manitowoc Common
65 Council determine that the employee must reside within a 25 mile radius of the Police Department or be
66 discharged, and if the employee fails within 60 days of the decision by the Common Council to establish
67 residency within a 25 mile radius of the Police Department, the Personnel Committee has the authority
68 to recommend to the Manitowoc Common Council that the employee be discharged. No employee may
69 be discharged for non-residency unless approved by the Manitowoc Common Council. Any discharge for
70 non-residency is subject to the grievance procedure of this contract. Any employee who seeks approval
71 to deviate from this policy shall file a written request to the Personnel Committee, who shall make a
72 recommendation to the Common Council. Employees granted permission by the Common Council to live
73 outside the residency limit are ineligible for specialty assignments (Metro, K9, SWAT, SRO, Crisis,
74 Detective, and other specialty assignments designated by the Chief) so long as they reside outside of the
75 limit. The City of Manitowoc agrees to hold the Association harmless from any legal action resulting
76 from the enforcement of this provision of this contract.

77
78 The Association and the employees agree that they will not attempt to abridge these
79 management rights and the City agrees that it will not use these management rights to interfere with
80 rights established under this Agreement or for the purpose of undermining the Association or
81 discriminating against any of its members.

82
83 Any dispute with respect to the reasonableness of the application of said management rights
84 with employees covered by this Agreement may be processed through the grievance and arbitration
85 procedure contained herein.

86
87 ARTICLE 4 - GRIEVANCE AND ARBITRATION PROCEDURE

88
89 Section 1. Grievance Procedure.

90
91 (a) Definition. A grievance shall be defined as any dispute or misunderstanding which may arise
92 between the Employer and the employee(s) or between the Employer and the Association. Grievances
93 shall be handled and settled in accordance with the following Procedure:

94
95 Step 1. Any employee covered by this Agreement who has a grievance shall report the grievance
96 to the steward or other representative of the Association. The steward or other representative shall

97 investigate the grievance thoroughly with the grievant's immediate supervisor. This discussion shall take
98 place within thirty (30) days after the Association knew or should have known of the incident out of
99 which the grievance arises. As far as can be reasonably expected, in the event of a grievance, the
100 employee shall continue to perform the assigned tasks and grieve later. The immediate supervisor shall
101 dispose of the grievance within ten (10) days of this meeting.
102

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

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

114 Section 2. Arbitration.

115
116 (a) Notice. If a satisfactory settlement is not reached in Step 3 above, the Association must
117 notify the Personnel Committee within fifteen (15) days after Step 3 disposition that it intends to
118 process the grievance.
119

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

126 Section 3. General Provisions.

127
128 (a) Time Limits. Failure by either party to observe the time limits in this Article shall resolve the
129 grievance in favor of the last party to act. If a grievance is resolved because of the failure of either party
130 to act in a timely manner, the resolution of such grievance shall not be considered as a precedent for the
131 resolution of any future grievances. Time limits may be extended by mutual agreement.
132

133 ARTICLE 5 - ASSOCIATION ACTIVITY

134
135 The Association agrees to conduct its business off the job as much as possible. This Article shall
136 not operate as to prevent a steward from the proper conduct of any grievance in accordance with the
137 procedure outlined in this Agreement nor to prevent certain routine business such as posting of
138 Association notices and bulletins.
139

140 Representatives of the Association having business with members of the Association may confer
141 with such officers or members during the course of the work day for a reasonable time, upon contacting
142 the supervisor's office.
143

144 The Employer hereby agrees not to deduct such reasonable time from the pay of such

145 employees and agrees also that the time spent in the conduct of grievances and in bargaining shall not
146 be deducted from the pay of delegated employee representatives of the Association. The bargaining
147 committee shall be limited to no more than five (5) members from the Association.
148

149 ARTICLE 6 - SUSPENSION, DISCHARGE AND WARNING NOTICE
150

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

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

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

166 ARTICLE 7 - HOURS OF WORK
167

168 Section 1. Work Day. The normal work day shall consist of eight (8) consecutive hours.
169

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

175 The employee shall complete reports during normal work hours. Exceptions shall be approved
176 by the employee's supervisor for reasonable circumstances.
177

178 Section 3. Shifts.
179

180 (a) Patrol Officers. The shifts for patrol officers shall be as follows:
181

182 7:00 a.m. to 3:00 p.m.
183 3:00 p.m. to 11:00 p.m.
184 11:00 p.m. to 7:00 a.m.
185

186 The Employer shall determine the number of employees to be assigned to each of the above
187 permanent shifts. Shift selection shall be done on an annual basis based on seniority within a rank,
188 according to the following procedure:
189

- 190 1. A sign-up sheet shall be posted in the roll call room no later than September 1 each
191 year, or as soon as practical for vacancies. The Association will post the sign-up
192 sheet by September 1 for annual shift selection, and at the direction of the Chief for

- 193 vacancies.
- 194 2. Personnel shall submit their shift selection to the Chief or designee by September
- 195 15th, to become effective on or about January 1st of the following year, or within 15
- 196 days of posting for a newly created opening.
- 197 3. Shift selections shall be based on seniority, unless special or unforeseen
- 198 circumstances are present as determined by the Chief.
- 199 4. The Chief or designee shall notify the employees of their respective shift assignment
- 200 for the following year on or before October 1st.
- 201 5. Upon assignment to a shift, any modification requested will be considered only
- 202 when special or unforeseen circumstances are present. Any modification is subject
- 203 to the approval of the Chief.
- 204

205 Employees with less than five years of employment as a police officer may be moved to another shift

206 based on the discretion of the Chief.

207

208 When a shift vacancy occurs, the Chief may fill the position on an interim basis with a new hire for a

209 period of not more than one year. With the exception of the interim situation referred to above, the

210 employees shall be entitled to exercise their seniority rights hereunder whenever a shift vacancy occurs.

211

212 (b) Sergeants, Detectives, Dare Officers, and School Resource Officers. The specific working

213 hours of Sergeants, Detectives, Dare Officers, and School Resource Officers shall be determined by the

214 Chief of Police or designee.

215

216 (c) Court Officer. Notwithstanding the authority otherwise possessed by the Police Chief to

217 make job assignments, the assignment as Court Officer shall be posted. The Chief shall select an

218 applicant for the assignment on the basis of ability and seniority. Assignment to the duties of Court

219 Officer will in no way impede the person's chance of advancement when other openings occur. The

220 working hours of the person assigned to perform the duties of Court Officer shall be determined by the

221 Chief of Police or designee.

222

223 (d) Shift Variations. Two (2) officers may be assigned to report one (1) hour earlier and be

224 relieved one (1) hour earlier on each of the listed shifts.

225

226 (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

227 times as mutually agreed upon by the patrol officers assigned to the K-9 Unit and the Chief of Police.

228 Officers assigned to the K-9 Unit will be paid one hour of pay, at straight time, each day of the week for

229 the care and maintenance of the canine, except for any days that the K-9 is boarded by a third party.

230 Vacations, holidays, and off days will be mutually agreed upon by the officers assigned to the K-9 Unit

231 and the Chief of Police or designee. The parties agree that should the K-9 Unit be expanded, the City

232 may reevaluate and make changes to the work schedule outlined above to include additional patrol

233 officers assigned to the K-9 Unit.

234

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

236 detectives for pay and call-in procedures during the assignment. All time as a temporary detective shall

237 be counted towards the "After 120 months" pay step in Appendix A. Once an employee accumulates

238 120 months of time as a temporary detective, detective, or a combination of the two, the employee

239 shall be compensated at the "After 120 months" rate for as long as they continue to serve as a detective

240 or temporary detective.

241
242 Section 4. Work Cycle. (Work Week). Employees shall work five (5) consecutive eight (8) hour
243 days with alternating two (2) and three (3) consecutive days off. Reporting time is fifteen (15) minutes
244 before starting time. In the case of sergeants and detectives, the off days provided for herein may be
245 substituted for by equivalent off days upon mutual agreement between the employee and the Chief of
246 Police.

247
248 Section 5. Breaks. Employees shall be granted a 30 minute paid lunch period, the time to be
249 approved by the department supervisor. During the lunch period, the employee shall remain on
250 emergency call. Sufficient time shall be allowed to complete the paid lunch period in the event it is
251 interrupted by an emergency call.

252
253 Section 6. Schedule Changes. In the event it is necessary to change employees from one regular
254 schedule of days and/or hours to another schedule of days and/or hours, the employees shall be given
255 at least twenty-four (24) hours' notice of change if possible. Work performed on a revised schedule
256 during the twenty-four (24) hours' notice period shall be compensated at one and one-half (1\2) times
257 the normal rate of pay whether or not total working hours for the week are in excess of the normal work
258 week, except as otherwise provided herein for emergencies.

259
260 Section 7. Emergencies. For an emergency such as a riot or a natural disaster, the Employer shall
261 have the right to schedule the work week as may be necessary and from one (1) shift to another shift
262 without regard to prior notice. Any employee who is called in for work outside their normal work
263 schedule shall not be sent home early on subsequent days nor denied their regular work schedule to
264 avoid overtime payment without their consent. The spirit of this provision is that the Employer shall not
265 be penalized during emergency conditions through overtime payment during the twenty four (24) hours'
266 notice period, but neither shall the Employer adjust the working hours after emergency conditions (e.g.
267 To less than eight (8) hours per day) so as to deny employees legitimate overtime.

268
269 Section 8. Call-In. All employees shall be subject to call for work outside their normal schedule.
270 For events which are not predictable, said call shall be by seniority on the shift on which the employee is
271 required within the rank of the employee required. For all events which occur with under twenty-four
272 (24) hours' notice, supervisors will send out a group text message stating the overtime (OT) need
273 including the start time of the overtime and the anticipated end time. This text message will be sent to
274 all the union members with the rank of the available overtime. Shift Commanders will make their best
275 efforts to contact officers currently working in regard to the OT.

276
277 Union members will provide supervisors with their most current cellphone numbers capable of
278 receiving text messages. It is the union member's responsibility to update their supervisor with their
279 most current cellphone number needed to accept overtime.

280
281 Once the return text messages are received by the supervisor, the OT will be assigned by
282 seniority. If no (zero) text messages are received after 20 minutes, then the supervisor will make phone
283 calls to the union members starting at the bottom of the department seniority list and moving up for a
284 "force in" to work the OT.

285
286 For all events which occur with twenty-four (24) or more hours of notice, a Supervisor shall
287 attempt to contact each employee, starting at the top of the seniority list and moving on until an
288 employee accepts to work the hours needing to be filled.

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

291
292 Section 9. Special Events. All employees shall be subject to call for work outside their normal
293 schedule. For special events which are predictable, such as the County Fair, traffic enforcement grants,
294 or 4th of July activities, call shall be by departmental seniority, with all employees working expected to
295 wear the uniform of the day. Employees shall be given as much notice as possible regarding their work
296 schedule.

297
298 Once an employee refuses a voluntary overtime opportunity, the employee may not be called
299 for any other voluntary overtime opportunities occurring during the 24 hours following the refusal.

300
301 Section 10. Training. Hours and days of work shall be altered by the Chief as necessary to permit
302 attendance at training sessions.

303
304 Where it is feasible to change an employee's work schedule in order to facilitate attendance at a
305 training session, the Chief or their designee will attempt to arrange a mutually acceptable schedule
306 change in order to permit attendance at such training. In the alternative, the Chief may elect simply to
307 pay overtime to the employee for training sessions which occur during the employee's scheduled time
308 off.

309
310 Employees required to operate their personal vehicle to attend any such training, shall be paid
311 the applicable rate for mileage.

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

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

- 318 ● 100% if employed for less than 6 months.
- 319 ● 75% if employed for 6 months but less than 12 months.
- 320 ● 50% if employed 12 months but less than 24 months.
- 321 ● 25% if employed 24 months but less than 36 months.

322 ARTICLE 8 - PAY POLICY

323
324 Section 1. Wages. Wage rates are listed in the Appendix A attached to and made a part of this
325 Agreement.

326
327 Section 2. Pay Period. All employees shall be paid biweekly.

328
329 Section 3. Overtime. Except as provided in Article VII, Section 2 of this agreement, all work
330 performed in excess of eight (8) hours per day or outside of the normal work week shall be
331 compensated at the rate of time and one-half (1½) the regular rate of pay. There shall be no pyramiding

332 of overtime. Nothing herein is intended to require the payment of overtime for detectives and sergeants
333 performing work within their normal work schedule referred to above. Overtime selection for patrol
334 shall be by seniority on shift.
335

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

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

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

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

| <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 |

362 Detectives shall be paid a shift differential as follows:
363

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

364
365
366 Detectives on temporary assignment to Metro shall receive a shift premium for shifts starting at
367 11 am or later. Night shift can also mean those hours specifically designated by the Chief of Police.
368

369
370
371 Section 6. Paycheck Deduction. Upon presentation of the proper authorization by the employee,
372 the Employer shall make the requested check-off deductions and forward same to the appropriate
373 financial institution which accepts direct deposits in the name of the individual employee.
374

375 Section 7. Stand-By. All employees ordered to "Stand-by at Home" shall be compensated at the
376 rate of \$2.50 per hour for each hour or fraction thereof. Such stand-by may be utilized in the event of
377 demonstrations, riots, motorcycle gangs, etc., in the City of Manitowoc or any community where
378 assistance is requested.
379

422 their employment with the Employer, except for fringe benefits and pay schedule which shall be a six (6)
423 month period where applicable.

424
425 Continued service beyond eighteen (18) months shall be evidence of satisfactory completion of
426 probation. A probationary employee shall be subject to discharge, suspension or other discipline
427 without benefit of this contract and shall not be entitled to use the grievance procedure in these
428 matters, but the probationary employee shall be entitled to have the Association represent him on
429 other matters.

430
431 Employees promoted within the bargaining unit shall serve a probationary period of six (6)
432 months. Should the employee fail to qualify, they shall be returned to their former position. (The
433 provisions of Article III - Management Rights subsection (j) shall remain as stated therein.)

434
435 ARTICLE 11 - SENIORITY AND JOB POSTING

436
437 Section 1. Definition of Seniority. Unless otherwise modified in this contract, seniority rights
438 shall prevail. City seniority shall be defined as the length of service with the City of Manitowoc from the
439 employee's last date of hire to a position within City service. Police Department seniority shall mean the
440 length of service with the Manitowoc Police Department from the employee's last date of hire to a
441 sworn officer position within the Police Department. If an employee moves from one City department to
442 another City department, City seniority for benefit purposes shall prevail. Police Department seniority
443 within classifications shall prevail for vacation selection, etc., but City seniority shall prevail for the
444 amount of vacations, sick leave, longevity, etc. Seniority shall not be diminished by layoff or approved
445 leave of absence except as otherwise provided in this contract.

446
447 Section 2. Job Posting. Notice of any vacant positions in the bargaining unit shall be posted for at
448 least five (5) days in overlapping weeks. Interested employees shall apply by submitting a letter to the
449 Chief of Police.

450
451 Vacancies shall be filled in the discretion of the Police and Fire Commission in accordance with
452 Section 62.13 of the Wisconsin Statutes.

453
454 Section 3. Loss of Seniority. Seniority shall be broken and terminated if an employee:

455
456 (a) Quits;

457
458 (b) Is discharged for just cause;

459
460 (c) Fails to report for work after termination of leave of absence except under extenuating
461 circumstances;

462
463 (d) If laid off and not re-employed within three (3) years from date of lay-off;

464
465 (e) Is retired.

466
467 A laid off employee shall be given notice of recall by certified mail, return receipt requested to
468 their last known address.

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

473
474 Section 4. Seniority Disputes. Any disagreement concerning an employee's seniority shall be
475 subject to the grievance procedure. Upon request, a seniority list of all employees covered by this
476 Agreement shall be furnished by the Employer to the Association.

477
478 Section 5. Lay off. In laying off permanent employees, the employees shortest in length of
479 service in any classification in the Police Department shall be laid off first, provided those retained are
480 capable of carrying on the Employer's usual operations. In re-employing, the employees on the seniority
481 list within any classification having the greatest length of service in the department shall be called back
482 first, provided they are qualified to perform the available work.

483
484 Section 6. Metro Assignments. Any time spent as a temporary detective shall not count towards
485 seniority as a detective for such purposes as call-in and picking of vacation, holidays, etc. Only time
486 spent as a result of being promoted to a detective on a permanent basis shall count towards detective
487 seniority.

488 ARTICLE 12 - VACATION

489
490
491 Three days of vacation shall be awarded at hire. New employees may use these days for time off
492 needed during the first 12 months prior to the employee's one-year anniversary. If the employee
493 separates from the department, the days used would be held, on a pro-rata basis, from their last
494 paycheck. Unused days will not be paid out.

495
496 Additional vacation shall be awarded upon completion of:

| | | |
|-----|------------------------------|-------------|
| 497 | | |
| 498 | One year of service | 10 workdays |
| 499 | Two or more years of service | 18 workdays |
| 500 | 10 or more years of service | 21 workdays |
| 501 | 15 or more years of service | 24 workdays |
| 502 | 20 or more years of service | 29 workdays |

503
504 Vacation shall be taken in 8 hour increments.

505
506 Vacation selection shall start October 1, once officers are notified of their shift assignment for
507 the following year. In applying for vacation, preference shall be given in order of seniority, within a
508 classification (i.e. Sergeant or Patrol) but no person may take more than ten (10) workdays of vacation
509 until the remainder of the person's shift has selected vacation by classification. Once the remainder of
510 the shift has selected vacation days, those with vacation remaining may then select in order of seniority
511 by classification. A minimum of two (2) Patrol Officers and one (1) Sergeant, per shift, shall be allowed
512 off for any combination of vacation, holidays or compensatory time at any time throughout the year.
513 More than two (2) Patrol Officers and one (1) Sergeant may be allowed off, per shift, with prior approval
514 from the Chief of Police or designee.

515
516 Vacations are not cumulative in that all vacations must be used during the calendar year
517 following the employee's anniversary date except for employees with an anniversary date in the fourth

518 quarter. Vacation schedules for sergeants and detectives must be approved by the Police Chief or
519 designee.

520
521 Employees who have an anniversary date in the fourth quarter (October, November, or
522 December) will not be eligible to use the additional vacation earned on an anniversary date until the
523 next quarter. As an example, an employee who achieves one year of service on November 1, 2021 will
524 be eligible to use those ten days of vacation after January 1, 2022.

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

528
529 ARTICLE 13 - SICK LEAVE

530
531 Section 1. Sick Leave Earned. All employees shall be granted eight (8) hours of sick leave per
532 month and shall be accumulative to nine hundred sixty (960) working hours. Sick leave credits beyond
533 the accumulation of seven hundred twenty (720) hours on the anniversary date of employment shall be
534 paid each employee on the basis of one-half (1/2) the value of the excess credits when the employee's
535 total first exceeds seven hundred twenty (720) hours. Thereafter, employees shall be paid as follows: On
536 the anniversary date of employment, each employee shall be paid one-half (1/2) of the excess of the sick
537 leave credits over seven hundred twenty (720) hours but not more than forty eight (48) hours. The
538 number of sick hours the employee had taken between the last anniversary date and the present
539 anniversary date shall be deducted from the ninety six (96) earned for the year, and the remaining hours
540 added to the employee's total. The difference between the last anniversary date total and the present
541 anniversary date total shall be used in computing the amount of sick hours the employee shall be paid
542 for. One-half (1/2) of the difference shall be paid for and the other one-half (1/2) added to the
543 employee's total. This process shall continue until the employee has accumulated nine hundred sixty
544 (960) hours. Once the employee accumulates nine hundred sixty (960) hours, the same process for
545 payment shall continue except that the employee shall not receive any unpaid sick leave credit over nine
546 hundred sixty (960) hours.

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

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

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

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

566 ARTICLE 14 - HOLIDAYS

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

569
570 New Year's Day Labor Day Easter Sunday
571 Memorial Day Fourth of July Thanksgiving Day
572 Day after Thanksgiving Day before Christmas Christmas Day
573

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

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

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

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

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

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

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

609

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

610 ARTICLE 15 - LEAVE OF ABSENCE

611
612 Section 1. Requests. Request for leave of absence without pay for justifiable reasons will be
613 granted for reasonable periods of time, if mutually agreed to by the Personnel Committee and the
614 Association. The request shall be by letter to the Personnel Committee of the City of Manitowoc.
615

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

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

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

634 ARTICLE 16 - CLOTHING AND EQUIPMENT ALLOWANCE

635
636 Section 1. Clothing Allowance. In place of a clothing allowance, employees had \$525 added to
637 their base salary in 2003.
638

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

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

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

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

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

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

ARTICLE 17 - COMPENSATORY TIME

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

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

ARTICLE 18 - DISABILITY

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

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

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

714
715 ARTICLE 19 - FIREARM PRACTICE PROVISION

716
717 Due to the nature of the work and the requirement that police officers bear firearms, the
718 firearms training officer shall offer to all officers, target practice on a training range a minimum of three
719 (3) times each year. Time spent on the training range, whether on or off duty, shall be compensable.
720 Additionally, an appropriate amount of ammunition shall be provided to all officers in order to maintain
721 firearms proficiency.

722
723 ARTICLE 20 - INSURANCE

724
725 Section 1. Hospital and Surgical Insurance. The Employer agrees to pay 87.5% of the insurance
726 premium for regular full-time employees having single plan coverage and 87.5% of the
727 insurance premium for family plan coverage. The City shall institute a cafeteria plan as permitted by
728 Section 125 of the Internal Revenue Code, unless such plan impacts the City's selection of health care
729 plan or design. All employees shall automatically be deemed to participate in the Section 125 plan to
730 the extent of an employee contribution to health insurance. The City shall have the authority to alter
731 benefits plans and administrators at any time. Retirees may participate in the plan at their own cost
732 subject to eligibility as permitted by the plan.

733
734 Section 2. Life Insurance. All employees covered by this agreement shall be required to pay the
735 premium for their life insurance for the first month of each year or in the case of new employees, their
736 first month of employment upon becoming eligible for the life insurance program. The Employer agrees
737 to make the required contributions for the basic share of life insurance for the remaining months of
738 each year. The life insurance program shall be the State Life Insurance program administered by the
739 Wisconsin Retirement Fund.

740
741 Section 3. Physical Examinations. Each member of the bargaining unit agrees to submit to no
742 more than one physical examination per calendar year as directed by the City. The cost of any such
743 physical examination shall be borne by the City. Physical exams hereunder will be administered only on
744 a bargaining unit-wide basis, with the time period for any one set of physical examinations to be
745 mutually agreed upon between the Employer and the Association.

746
747 The results of the physical examinations shall be confidential between the physician and the
748 employee unless the examining physician discovers information which could be expected to materially
749 impair the employee's ability to perform their duties. In such an event, it is understood the physician
750 would make such information available to the Employer through the Police and Fire Commission.

751
752 The intent of the last sentence is that the Police and Fire Commission would act as the agent of
753 the Employer to receive the information. The Commission would use its discretion in determining to

754 whom disclosure of the information would be required in order to protect the interests of the City of
755 Manitowoc and the Employee.

756

757 Section 4. Employee Assistance Plan. The Employer shall provide an Employee Assistance Plan
758 for members of the bargaining unit as provided to other municipal employees.

759

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

765

766 Section 5. Officers Killed in the Line of Duty. This section was repealed as these benefits are now
767 required by state law pursuant to 2019 WI Act 19. Should that law be repealed, these benefits will be
768 reinstated by the City.

769

770

ARTICLE 21 - NO-STRIKE AGREEMENT

771

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

775

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

780

781

ARTICLE 22 - TERMINATION OF EMPLOYMENT

782

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

786

787

ARTICLE 23 - PENSION

788

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

791

792

ARTICLE 24 - FUNERAL LEAVE

793

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

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ARTICLE 26 - DURATION

This Agreement shall become effective on January 1, 2024 and shall remain in full force and effect through December 31, 2026 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 _____, 2023.

CITY OF MANITOWOC

WISCONSIN PROFESSIONAL POLICE ASSOCIATION - LEER DIVISION

By: _____
Justin M. Nickels, Mayor

Attest:

Mackenzie Reed, City Clerk

By: _____
By: Joseph Jeevy
By: _____

By: [Signature]

By: [Signature]

By: Thomas A. Schrank
Thomas A. Schrank,
Business Agent

Appendix A – Monthly Pay Rates

| | 1/1/2023 | 1/1/2024 | 1/1/2025 | 1/1/2026 |
|---------------------------------|-----------------------------|----------|----------|----------|
| | 2.25% (current contract) | 4% | 4% | 5% |
| Detective Sergeant | | | | |
| Start | \$7,007 | \$7,287 | \$7,578 | \$7,957 |
| After 42 months | \$7,060 | \$7,342 | \$7,636 | \$8,018 |
| Police Sergeant | | | | |
| Start | \$6,265 | \$6,516 | \$6,777 | \$7,116 |
| After 42 months | \$6,292 | \$6,544 | \$6,806 | \$7,146 |
| After 84 months | \$6,475 | \$6,734 | \$7,003 | \$7,353 |
| Police Detective | | | | |
| Start | \$6,265 | \$6,516 | \$6,777 | \$7,116 |
| After 42 months | \$6,292 | \$6,544 | \$6,806 | \$7,146 |
| After 84 months | \$6,475 | \$6,734 | \$7,003 | \$7,353 |
| After 120 months as a detective | \$6,867 | \$7,142 | \$7,428 | \$7,799 |
| Patrol Officer | | | | |
| Start | \$4,894 | \$5,090 | \$5,294 | \$5,559 |
| After 1 year | \$5,409 | \$5,625 | \$5,850 | \$6,143 |
| After 3 years | \$5,692 | \$5,920 | \$6,157 | \$6,465 |
| After 5 years | \$5,845 | \$6,079 | \$6,322 | \$6,638 |
| After 7 years | \$6,031 | \$6,272 | \$6,523 | \$6,849 |

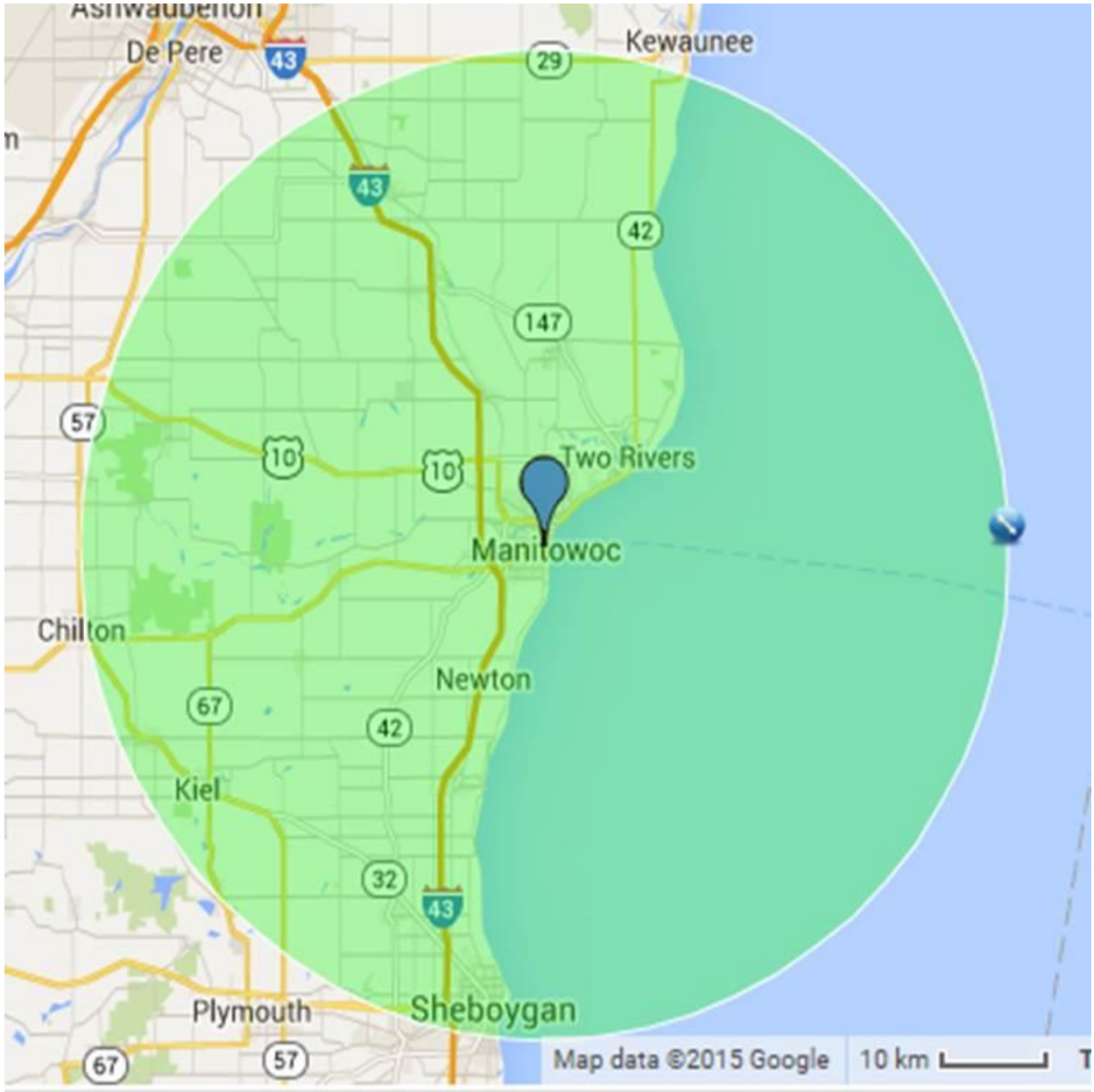
*\$75.00 per month effective January 1, 2000 for Sergeants, Police Detectives and Juvenile Officers after 84 months, added to agreement in 1998 bargaining session.

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

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

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

Appendix B - Residency Map of 25 Mile Radius



Appendix C – Recruit Officers

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

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