

**Memorandum of Understanding
Between
The City of Neenah
and the
Neenah Professional Police Officers Association
Wisconsin Professional Police Association / LEER Regarding
Regarding
Lateral Entry**

Law Enforcement Agencies are experiencing challenges in hiring and retaining qualified Law Enforcement Officers given the highly competitive market. 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 Law Enforcement Officers, the parties agree to the following modifications to the collective bargaining agreement solely for those New Hire Law Enforcement Officer who are hired by the City who have experience working as a Law Enforcement Officer from another Law Enforcement Agency.

1. The association agrees that New Hire Law Enforcement Officer candidates with prior Full-Time Law Enforcement experience offered employment by the City on or after 01/01/2023 shall be eligible for lateral entry benefits as currently outline in the Collective Bargaining Agreement with full credit for all full-time years of service except that any Law Enforcement Officer with experience in Corrections, or Probation / Parole shall only receive half credit for their total full-time years in those roles reducing their total years credit. *(e.g., Officer A has ten years in corrections and 5 years on patrol. Total years credit shall be ten years., five from corrections and five from patrol.)* Years of service shall be rounded up from six months and above and rounded down for less than six month of prior service.
2. New Hire Law Enforcement Officers with five (5) years of service shall be granted a starting wage up to "7 years" of the Neenah City wage scale under Article 3 SALARIES AND RETIREMENT BENEFITS, Exhibit A, based on their credited years of service
3. New Hire Law Enforcement Officers with five (5) years of service shall be granted vacation benefits up to "144 hours" based upon the credited years of service. After five (5) years of employment within the City of Neenah, the officer will receive up to the total amount of vacation based on their total credited years of service added to the five years at Neenah. It is understood that this service credit will play no role in establishing department seniority in any other circumstance that might utilize seniority as a determining factor. It will merely determine their vacation accrual rate upon hire.

The goal of this initiative is to mitigate the loss of benefits often associated with an officer moving from one organization to another. The lateral entry program is designed to help the City of Neenah Police Department offer a highly competitive total benefit package in an effort to hire the best qualified Law Enforcement Officers.

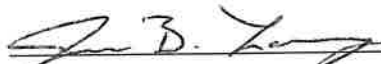
1. The New Hire Law Enforcement Officer shall receive all of the compensation and benefits that any full-time officer would receive except as specifically modified by this memorandum of understanding. All the terms of the collective bargaining agreement will apply to the New Hire Law Enforcement Officer unless specifically modified by this memorandum of understanding. In the event there is a question of this agreement regarding how a New Hire Law Enforcement Officer shall be treated under this MOU and the bargaining agreement then

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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.

2. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
3. This Agreement shall continue beyond the current Collective Bargaining Agreement unless mutually agreed by the City and Association to cancel or place into a successor collective bargaining agreement.
4. This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

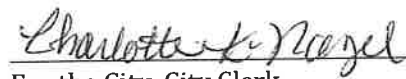
Agreed to by:



For the City, Mayor

3-16-2023


Date



For the City, City Clerk

3-16-23

Date



For the Association, President

3-16-23

Date

Thomas A Schrank

For the WPPA / LEER
Thomas A. Schrank

09 March 2023

Date

MEMORANDUM OF UNDERSTANDING

The City of Neenah and its Police Department (collectively, the "City") and the Neenah Professional Police Officers Association / Wisconsin Professional Police Association (collectively the "Association"), hereby agree as follows:

1. The individual agreements negotiated and signed between the City and any members of the Association regarding take-home vehicles are hereby rescinded and deemed null and void.
2. The Association waives its right to file a prohibited practice complaint (any grounds or bases for which are disclaimed by the City) with the Wisconsin Employment Relations Commission, and waives all remedies from such a complaint, including attorneys' fees and specific performance, except as expressly provided herein.
3. Members of the Association wishing to use a take-home vehicle shall sign an agreement in the form of the attached Exhibit A in which they agree to uphold the provisions of Neenah Police Department Policy 703.4.
4. The parties agree that Neenah Police Department Policy 703.4 shall be rewritten as follows:

* * *

703.4 ASSIGNED VEHICLE POLICY

To be assigned a take-home vehicle, the member must live within a 30-mile radius of the City, unless a longer distance is approved by the Division Commander. Approval of the agreement by the Division Commander shall indicate an approved exception to this requirement. To be approved for an assigned vehicle by their Division Commander, a member shall sign an agreement to be assigned a take-home vehicle in the form of Exhibit A, attached hereto. Once the member is approved for and is assigned a vehicle, the following provisions shall apply to the use of such take-home vehicle:

- (a) Take-home vehicle may be used to commute to the workplace and for department related business. Members may also use the vehicle for "*de minimis*" personal use, which is defined as a personal errand conducted between the home and workplace on a duty day. As an example, this would include the transporting of family members of the employee to and from school or day-care while driving to or from work.
- (b) The member will take the vehicle to all scheduled maintenance appointments or make arrangements for the vehicle to be available for such appointments through the Fleet Maintenance Manager.
- (c) While at a member's residence, if the vehicle is not secured inside a locked garage, all unsecured firearms and kinetic impact weapons shall be removed from the interior of the vehicle and properly secured in the residence per Neenah PD Policy Manual: 306.5.2 STORAGE AT HOME.
- (d) When the members will be away (e.g., on vacation) for periods exceeding one week the vehicle shall be stored at a department facility.

- (e) The department reserves the right to suspend the privilege of a take-home vehicle for cause.
- (f) The department reserves the right to suspend the privilege of a take-home vehicle when the member is placed on light duty.
- (g) All department identification, portable radios and equipment shall be secured.
- (h) While operating an agency vehicle in the jurisdiction of the Neenah Police Department, members shall monitor the police radio. This applies to members who are both on-duty and off-duty.
- (i) When a situation arises where it becomes necessary for a member driving a take-home vehicle to engage in active law enforcement activities outside of their shift (beyond monitoring the radio), such member shall be paid for any time spent on such work in excess of 30 minutes. Other times spent off-duty in the squad (e.g., during their normal commute to and from work) shall remain not compensated.
- (j) Members will not permit unauthorized persons to operate their assigned vehicle, except that licensed and insured family members may move the assigned vehicle in and out of the driveway or garage of the member's residence.
- (k) Non-department members may ride as passengers in the take-home vehicle when it is operated off-duty as provided above. The City's auto insurance carrier shall cover the vehicle and all occupants of same for all approved use of the take-home vehicle as provided above. Members assigned to the take-home vehicle are responsible for the actions of all passengers.
- (l) Members are cautioned that under federal and local tax rules, personal use of a City-owned vehicle may create an income tax liability to the member. Members should address such questions regarding tax consequences with their tax advisor.
- (m) The assignment of vehicles is at the discretion of the Chief of Police. Assigned vehicles may be changed at any time. Permission to use a take-home vehicle may be withdrawn as provided above.

* * *

The parties agree that this MOU shall become effective as soon as it is signed by both parties. Once signed, it shall become part of the status quo of the current collective bargaining agreement between the parties. Any amendments to this MOU may be made in a subsequent document signed by both parties, or during bargaining of the bargaining of a successor collective bargaining agreement.

FOR THE CITY:



Date: 3/16/23

FOR THE ASSOCIATION:



Date: 3-16-23

EXHIBIT A
NEENAH POLICE DEPARTMENT
TAKE-HOME VEHICLE AGREEMENT

I, _____, have read and understand Neenah Police Department Policy 703.4. I hereby agree to uphold the provisions of this policy.

I have taken control or possession of Department vehicle # _____ with Wisconsin Registration _____, until such time as I or Department staff terminate this Agreement.

Officer Signature _____ Date _____

Division Commander Signature _____ Date _____

Vehicle turned in on _____ to _____