

**Memorandum of Understanding
Between
The City of Neenah
and the
Neenah Professional Police Officers' Association
Wisconsin Professional Police Association / LEER
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. The final schedule, however, will be dictated by the schedule of the academy training.

Prepared by: WPPA BA Thomas A. Schrank
02/07/2019
Renewal January 2023

03 April 2023 Line 5 and 9 mutually modified by the parties to "Hire" step rate of pay

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.
5. The hourly rate of pay for starting Recruit Officers shall be at the "Hire" rate step in effect for starting patrol officers outline in Article 3. Recruit Officers will advance on the wage steps in the same time periods as any newly hired officer. Effective the day after satisfactory completion of a LESB training academy, the Recruit Officer's title will be changed to "Police Officer."
6. Recruit officers shall not be eligible for a clothing allowance.
7. The date of hire for seniority purposes of the Recruit Officer shall be the date of hire.
8. Recruit Officers shall serve a Probationary Period starting from the day that they are hired as a Recruit Officer and until 1 full year after phase 4 of the Field Training as a Police Officer has been completed.
9. All costs of this academy shall be borne by the City. Time spent in training shall be compensated at the employee's regular "Hire" hourly rate, in effect for starting patrol officers outline in Article 3, travel time between the school and Employee's home / lodging shall not be compensated.
10. If the Recruit Officer chooses to leave the employment of the City within thirty-six (36) months of completion of the academy and takes another law enforcement position, the Recruit Officer agrees to reimburse the City for costs paid for background checks, physical and psychological testing, training and equipment, and wages above minimum wage that were paid on behalf of the Recruit Officer. Those costs are expressed as liquidated damages in the following amounts: 1. Up to 9 months after certification: \$6,000.00, 2. More than 9 months to 18 months after certification: \$4,500.00 3. More than 18 months to 27 months after certification: \$3,000.00 4. More than 27 months to 36 months after certification: \$1,500.00. 5. More than 36 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 the reimbursement in full or in part 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 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 date of ending of collective bargaining agreement.

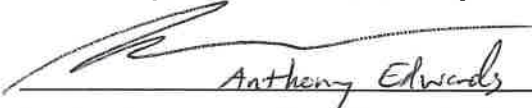
Agreed to by:



 For the City, David Rashid, Attorney

April 3, 2023

 Date



 For the Association, Tony Edwards, President

4-3-23

 Date



 For the WPPA / LEER BA Thomas A Schrank

03 April 2023

 Date