

**STAFF OFFICERS' ASSOCIATION
OF THE
RACINE POLICE DEPARTMENT**

2018 - 2020

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AGREEMENT

THIS AGREEMENT effective the 1st day of January, 2018, by and between the City of Racine, hereinafter referred to as the 'City', and the Staff Officers' Association of the Racine Police Department, hereinafter referred to as the 'Association'.

It is understood and agreed by the parties to this Agreement that the terms, provisions and conditions herein no way modify or change the provisions of Section 62.13 Wisconsin Statutes, which provide for the establishment and the powers of a Police and Fire Commission for cities and the rights of police staff officers employed by the City of Racine.

It is fully understood and agreed by the parties hereto that Section 62.13, Wisconsin Statutes, is an enactment of statewide concern for the purpose of providing a uniform system for the regulation of Police Departments within the State of Wisconsin, and in case of any conflict between the provision of this Agreement and the provisions of the Wisconsin Statutes and/or the rules and regulations of the Racine Police Department, pursuant thereto, the statutory provisions and/or such rules and regulations shall govern notwithstanding any provision of this Agreement to the contrary.

ARTICLE I

STATUTES

This Agreement is made and entered into pursuant to Section 111.70, Wisconsin Statutes, and with Section 62.13 and Chapter 40, Wisconsin Statutes, as far as they may be pertinent.

ARTICLE II

RECOGNITION

The City of Racine recognizes the Staff Officers' Association of the Racine Police Department as the sole and exclusive agent for the purpose of engaging in conferences to establish wages, hours, and conditions of employment for Sergeants and Lieutenants employed by the Racine Police Department.

ARTICLE III

RECOGNITION OF RESTRICTIONS UNDER WISCONSIN LAW

The terms of this Agreement shall be implemented in accordance with the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority of the City Council of the City of Racine.

ARTICLE IV

MANAGEMENT RIGHTS

The City possesses the sole right to operate City Government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this ordinance. These rights, which are normally exercised by the Chief of Police, include, but are not limited to, the following:

- A. To direct all operations of City Government.
- B. To establish reasonable work rules. The Association acknowledges that the establishment and modification of the rules of the Racine Police Department are within the sole and exclusive power of the Chief of the Racine Police Department and that he/she may establish, modify, or repeal rules without negotiations of any type. However, the City agrees that such rules will be reasonable with the reasonableness subject to discussion between the Chief and a committee from the Association.
- C. To hire, promote, transfer, assign, and retain officers in positions within the Police Department of the City of Racine.
- D. To suspend, demote, discharge, and take other disciplinary action for cause against officers pursuant to the authority and under the rules and regulations of the Racine Board of Police and Fire Commissioners.
- E. To relieve employees from their duties because of lack of work or other legitimate reasons.
- F. To establish reasonable schedules of work.
- G. To maintain efficiency of City Government operation entrusted to it.
- H. To take whatever action is necessary to comply with State or Federal law.
- I. To introduce new or improved methods or facilities.
- J. To determine the number, structure, and location of divisions; the kind and amount of services to be performed; and the number and kind of positions and job classifications to perform such services.
- K. To change existing methods or facilities.
- L. To contract out for goods or non-police services.
- M. To determine the methods, means, and personnel by which such operations are to be conducted.

- N. To take whatever action is necessary to carry out the functions of the City in situations of emergency.

The Association and the employees agree that they will not attempt to abridge these management rights and the City agrees it will not use these management rights to interfere with rights established under this Agreement or to attempt to undermine the Association.

ARTICLE V

INSURANCE

- A. **Medical Coverage:** Full-time employees shall be eligible for City health insurance. In accordance with the first sentence of this paragraph, every member of the unit shall be provided during the life of this contract with medical and hospitalization insurance beginning with the first day of the month following employment. The Employer shall define a notional health insurance premium. Employees shall be required to contribute 10% of the monthly notional premium as a premium share for Plan 06A or 5% of the monthly notional premium share for Plan 07A, as approved by the Racine Common Council.

Effective January 1, 2006 all retirees are required to enroll in Medicare Part B when they become eligible and they shall pay any premium related thereto. The City shall not reimburse or offset any premium paid by the retiree for Medicare Part B.

The Employer will continue to pay Medicare B and provide City health insurance and retirees will be required to enroll in Medicare B. Employees hired on, or after, 1/1/10 will not be eligible for Medicare B payments by the Employer. Employees hired on, or after, 1/1/10 will not be allowed to remain in the City of Racine's health insurance plan upon reaching the age of Medicare eligibility or federal retirement age, whichever occurs later.

1. **Group Life Insurance:** The City will pay the full cost of the employee's coverage under the Wisconsin Retirement Fund's Group Life Insurance program based upon the employee's earnings.
2. **Present Coverage to be Maintained:** The City agrees that the present medical-hospital insurance coverage shall not be reduced during the period of this Agreement.
3. **Retired and Disabled Employees:** All employees who retire on or after July 1, 1996 shall be subject to placement within the insurance program established for active bargaining unit employees.

Any employee retiring on or after 1/1/10 shall be required to pay the premium contribution for insurance in effect at the time of the employee's retirement.

- a. **Medical-Hospital Insurance for Retired Employees:** Subject to the required employee's percentage premium share contribution, the City shall pay the premiums on surgical, hospital and major medical insurance for any Police Staff Officer who is forced to retire by virtue of duty incurred injury or disease and for any Police Staff Officer who retires at age fifty-two (52) and effective January 1, 1999, age fifty (50) or over with twenty (20) years or more of continuous service immediately preceding retirement. In addition, subject to the required employee's percentage premium share contribution, in the event of duty incurred death, or death of the retiree, the City shall pay the premiums on surgical, hospital and major medical insurance for the surviving spouse and dependent family members of the deceased officer until such time as the surviving spouse remarries.
 - b. **Medical-Hospital Insurance for Disabled Employees:** Those Police Staff Officers retiring because of disability and having (11) or more years of continuous service with the City immediately preceding such retirement shall have the privilege of continuing under the City's regular medical hospital insurance plan on condition, however, that they pay the full cost of such insurance coverage. Subject to the required employee's percentage premium share contribution, the City shall pay the premiums on surgical, hospital and major medical insurance for the employee, spouse and/or dependent survivors of any employee who dies or becomes disabled by virtue of non-duty related injury or disease, provided that the employee has at least fifteen (15) years of continuous service with the Department. This privilege shall terminate upon the remarriage of the spouse and/or upon the dependent survivors reaching the age of twenty-five (25) years.
 - c. **Substitution of Insurance Coverage Provided by Other Employer:** Any retired Police Staff Officer covered under the provisions of Paragraph A or B of this section taking employment with any other employer providing medical hospital insurance coverage equivalent to the City's insurance plan shall be taken off the City's coverage while so employed, on condition, however, that such individual shall be immediately reinstated under the City's plan upon notice that his/her employment with such subsequent employer has been terminated.
4. **Safety Glasses:** The City will pay one-half (1/2) the cost of an initial pair of prescription safety glasses for employees who need them. The City will contribute one-half (1/2) of the cost of replacement prescription safety glasses due to job-related breakage to a maximum of one (1) pair per year. The City will designate the optometrist from whom the glasses are obtained.

5. **Self-Funded Flexible Spending Account:** Employees may establish a Flexible Spending Account with voluntary employee contributions to a maximum of \$2,550 per year and \$5,000 per year for dependent care.
6. **VEBA:** The City and the Association agree to the creation of a Healthcare Reimbursement Account/VEBA with the details to be determined in a Memorandum of Agreement developed by the parties.
7. **Wellness Incentive Program:** Employees, employees' spouses, retirees, and retirees' spouses covered by a City health insurance plan are eligible to participate in the Wellness Incentive Program as outlined in the City of Racine Employee Handbook. Employees shall be permitted to complete the HRA while on paid status consistent with the work needs of the department for which the employee works. Employees shall not be on paid status to complete the HRA, during times for which the employee is not scheduled to work.
8. **Fitness Center Reimbursement:** The City will reimburse full time employees and retirees that carry the City of Racine health insurance for 50% of the annual membership fee for a fitness center up to a maximum of \$200 per employee.

ARTICLE VI

WISCONSIN RETIREMENT FUND

- A. **Chapter 40 Pension:** Each employee shall pay one hundred percent (100%) of his or her state mandated employee Wisconsin Retirement System contribution.

ARTICLE VII

VACATIONS

- A. Each employee covered under the terms of this Agreement shall receive an earned vacation leave with pay as follows:
 - (1) After one (1) continuous year of employment – 10 work days.
 - (2) After seven (7) continuous years of employment – 15 work days.
 - (3) After fourteen (14) continuous years of employment – 18 work days.
 - (4) After seventeen (17) continuous years of employment – 20 work days.
 - (5) After twenty-three (23) continuous years of employment – 25 work days.
- B. **New Employees:** Effective January 1, 1979, employees having less than one (1) year of service by the first day of January shall earn vacation at the rate of one-half (1/2)

day per full month of employment up to November 1st, not to exceed five (5) days. Thereafter, time in service on or before December 31st of each year shall be used as the basis for computing the length of vacation to which each employee is entitled. First-year employees must work one (1) full year from their date-of-hire before they are entitled to their full vacation accrual. (Example: An employee who starts work on August 1, 1978 would be on the payroll as of December 31, 1978 and would therefore be entitled to a full vacation allotment for 1979, provided the employee remained on the payroll until August 1, 1979, one (1) full year after date-of-hire). First-year employees who terminate or are terminated before completion of one (1) year from their date-of-hire shall receive prorated vacation base on the number of full months worked from the previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Employees who terminate or are terminated before the completion of their probationary period are not eligible for the payment of earned vacation.

- C. **Other Employees:** Effective January 1, 1979, time in service on or before December 31st of each year shall be used as the basis for computing the length of vacation to which each employee is entitled during the calendar year. employees who terminate their employment during the calendar year are entitled to their full vacation allotment provided they submit a two (2) week written notice of termination. Failure to provide written notification shall result in their vacation being prorated based on the number of full months worked from the previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Also employees who are terminated for disciplinary reasons will also receive vacation on a prorated basis.
- D. **Death/Total Disability:** The survivors of an employee who dies or is unable to work due to a disability prior to December 31 shall be entitled to any unused vacation pay not taken by the employee during the calendar year of death or disability.
- E. **Vacation Schedule:** The vacation schedule shall be determined by the Chief in December for the ensuing year, or as soon thereafter as practicable.
- F. **Vacation Compensation:** The compensation for vacation shall be the regular compensation of the individual entitled thereto.
- G. **Vacation Carryover Prohibited:** Vacations must be taken during the year in which they are earned and cannot be carried over into the following year. Any employee prevented from taking all or part of his vacation because of duty prescribed by the Chief during any emergency shall receive compensatory time off or be paid for any vacation time lost.

ARTICLE VIII

WORK WEEK

- A. The work week for employees shall commence with the start of work on Sunday and end with the end of work on the following Saturday. Employees may be assigned to work a normal work week of either five (5) work days of eight (8) hours and two (2) off days (5-2, 5-2) or a normal work week of five work days of eight (8) hours and two (2) off days mixed with work weeks of five (5) work days of eight (8) hours and three (3) off days (5-2, 5-3) according to schedules which are currently in effect in the Racine Police Department. Assignments to either of these work schedules shall be made based upon the nature of the administrative or investigative job requirements to which an employee is assigned. Some employees may be assigned to work other schedules in order to provide necessary manpower at the time needed.
- B. Employees may be assigned to special schedules if required for proper and adequate policing of the City.
- C. Sergeants and Lieutenants assigned to administrative positions (Monday through Friday schedules) are permitted to take one (1) day off per month, not to exceed nine (9) days per year in increments of eight (8) hours at a time.

ARTICLE IX

DUTY INCURRED INJURY

- A. **Three Days or Less:** If an employee is injured during the course of his employment and loses three (3) work days or less because of such occupational injury or disease, the City will pay the established wages and benefits for the time of his/her absence from work.
- B. **More Than Three Days:** If the employee loses more than three (3) days because of occupational injury or disease, the City will continue to pay the employee's full wage for nine calendar months from the date of said injury. Thereafter, the employee will receive Worker's Compensation payments pursuant to a carrier or self-funded program provided by the City. Such Worker's Compensation payments shall continue until the employee reaches the maximum point of recovery.

The City will provide employment, and will attempt to provide employment of a police nature, within the medical limitations of the employee, if the employee is unable to return to the position he/she occupied before becoming disabled.

The City will guarantee a continuous income to a permanently disabled employee equal to the employee's calculated ETF benefit while his/her disability pension is being considered. The employee will sign a waiver and pay back to the City any monies paid by the City

beyond the retroactive starting date of the employee's pension and the Association agrees to assist in such efforts. The employee agrees to pursue a duty-incurred disability pension in a timely fashion.

In order to qualify for the wage continuation plan set forth above, the employee shall endorse the compensation check received by him/her from the insurance carrier and turn the same over to the City.

Non-Duty Incurred Injury: If an employee loses more than three (3) days because of injury that is not incurred in the line of duty, positions of a police nature within the capability of the employee may, at the Chief's sole discretion, be made available to the employee in question. Any such assignment, which shall be dependent upon availability of such work in the Department, may be made on any shift within the Department.

ARTICLE X

WAGES

Effective with the initial payroll period in January, 2018, to and including December 31, 2020, employees shall be paid the wages set forth in Appendices 'A' through 'F' of this Agreement.

All employees will be required to enroll in direct deposit.

1. Sergeants (PA-4.5):
 - a. ≥ 6 Months: Wages will be adjusted to maintain a 10.15% base pay differential above the RPA base pay for pay grade PH-4 at 6 Months.
 - b. Less than 6 months: 98% of " ≥ 6 Months" PA-4.5 Wages
2. Lieutenants (PA-5):
 - a. ≥ 6 Months: Wages will be adjusted to maintain a 10.15% base pay differential above the SOA base pay for pay grade PA-4.5 at 6 Months.
 - b. Less than 6 Months: 97% of " ≥ 6 Months" PA-5 Wages

ARTICLE XI

LONGEVITY PAY

Each employee covered by this Agreement who has completed the required number of continuous years of service to the Racine Police Department shall be paid longevity pay according to the following schedule:

5% after 15 years of continuous service

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall be made to coincide with the payroll periods of

each month. Any police officer hired after January 21, 1986 is ineligible for the longevity pay program outlined in this article.

ARTICLE XII

UNIFORM ALLOWANCE

Each employee shall be paid a clothing allowance of Nine Hundred Dollars (\$900.00) for each year of this Agreement. The clothing allowance shall be paid effective February 1st of each year.

Upon successfully completing the probationary period, members promoted into or within the Staff Officers' Association will receive a one-time, additional \$250 uniform allowance, to cover the cost of a uniform change according to the following guidelines:

Uniformed RPA position to uniformed Staff Officer position	\$0
Plainclothes RPA position to uniformed Staff Officer position	\$250
Sergeant to Lieutenant	\$250

ARTICLE XIII

HOLIDAYS

The following holidays shall be paid for at the regular rate of compensation. In the event a holiday falls on a Sunday, the following Monday shall be considered a holiday; and in the event the holiday falls on a Saturday, the preceding Friday shall be considered a holiday. The holidays shall be thirteen (13) work days as follows:

New Year's Day	Thanksgiving Day
½ Day Spring Break	Day before Christmas
(Friday before Easter)	Christmas Day
Memorial Day	½ Day before New Year's Day
Fourth of July	Five Floating Holidays
Labor Day	

The work schedule set out in Article 8 is computed so as to include the eight (8) holidays listed in this Article 13.

The floating holidays may be taken upon application by the employee and approval of the employee's immediate supervisor.

Holiday is to be subject to Department 1408 procedure, and all other conditions which currently exist regarding floating holidays.

The 5-2, 5-3 work schedule worked by employees assigned to that schedule is computed so as to include the eight (8) holidays listed above. Employees assigned to work a 5-2 work schedule will observe the ten (10) paid holidays currently observed by City Hall employees.

ARTICLE XIV

SICK LEAVE

- A. **Eligibility:** Eligibility for sick leave shall begin after the completion of six (6) months of actual service following regular appointment, but accumulations shall be retroactive to the date of regular employment.
- B. **Sick Leave Earned:** All employees shall earn sick leave at the rate of one (1) day per month, or twelve (12) days sick leave per year, with full pay at their regular rate.
- C. **Accumulations:** Sick leave shall be accumulative up to one hundred fifty (150) working days. If sick over three (3) consecutive working days, the employee taking such leave shall furnish the Chief with a certificate of illness signed by a licensed physician.
- D. **Severance Pay:** Effective January 1, 1996, an employee upon retirement, death or total disability shall be paid fifty percent (50%) of sick leave time accumulated to one hundred forty (140) days.
- E. **Notification:** Sick leave shall begin on the first day of absence and continue until the employee returns to work or has used all of his accumulated sick leave. Off days, vacations, leaves of absence, and holidays shall not be included in the computation of sick leave. Employees who are sick and unable to report to work shall notify or cause the officer in charge to be notified at least one (1) hour or earlier before the start of the regular shift or assignment of the sick employee.
- F. **Evidence of Illness:** The Chief may require a doctor's statement or other reasonable evidence or proof of illness. Employees who are proven guilty of abusing sick leave benefits shall be subject to discipline by the Chief, including possible forfeiture of sick leave for a period of one (1) year. Repeated abuse of sick leave may subject an officer to dismissal. Sick leave shall not be used for sickness other than that of the employee himself or immediate family.

"Immediate Family", as that term is used in this Article, means an employee's child, spouse, parent, legally-registered domestic partner, or child of legally-registered domestic partner.

ARTICLE XV

FUNERAL LEAVE

- A. **Immediate Family:** Upon application for leave of absence due to death in the immediate family, employees will be allowed up to, but not to exceed three (3) calendar days with pay to arrange for and attend the funeral of an immediate family member. Immediate family means an officer's spouse, children, step-children, legal parents, step-parents, sister, brother, step-brother or step-sister, mother-in-law, father-in-law or guardian who raised the individual. In the case of a death in the immediate family, funeral leave will not be charged against regular off days or vacation. In the case of the death of an officer's grandmother, grandfather, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchildren, up to, but not to exceed, one (1) calendar day with pay will be allowed.
- B. **Other Relatives:** In the event of the death of any other relative, employees will be permitted to change their schedule so they may attend the funeral.
- C. **Reasonable Notice Required:** In all these cases, the Commander of the employee's shift shall be notified a reasonable time in advance. In the event of an emergency, the Chief of Police reserves the right to control the nature and extent of funeral leave.

ARTICLE XVI

OVERTIME

The City shall pay overtime to employees at one and one-half (1 ½) times the employees base hourly rate of pay for work performed beyond his/her regular shift hours in the following circumstances:

- A. **Court Time:** In the event that a Sergeant or Lieutenant appears in Court to offer testimony or otherwise at the order of the court at a time outside of his/her normal hours of work.
- B. **Command Overtime:** In the event that a Sergeant or Lieutenant is ordered to work by the Chief of Police or his/her designee in the case of emergency.
- C. Special call-in reimbursement shall be allowed in the case of court time or command overtime assignments for Sergeants. Special call-in reimbursement shall be allowed a minimum of 4.1 hours at the Sergeant's straight time hourly rate or the actual hours worked at the Sergeant's overtime rate, whichever is greater. In the event overtime work is worked as an extension of a Sergeant's regular tour of duty (either prior to or subsequent to the regular tour of duty) the special minimum call-in provision shall not apply. Overtime shall be paid either by compensatory time off at the Sergeant's straight time hourly rate or pay at the Sergeant's overtime hourly rate.

The Chief of the Department in his sole discretion shall determine the form of such reimbursement. A Sergeant may accumulate a maximum of eighty (80) hours compensatory time credit and a maximum of eighty (80) hours may be carried forward from month to month as compensatory time. After a Sergeant has accumulated a maximum credit, he shall be paid at time and one-half (1 ½) his hourly rate for overtime worked until the compensatory time to his credit is reduced below the maximum herein provided.

In the event that a Lieutenant is ordered to work by the Chief of Police or his designee due to an emergency, the special call-in reimbursement provisions of this section shall apply.

In the event a Lieutenant works more than three (3) hours beyond his/her regular shift with the approval of the Chief, said employee shall receive time and one-half for all work performed beyond the three-hour cushion. This sentence shall not change any existing overtime pay practices currently in effect for Lieutenants.

The pay rate for overtime for Sergeants shall be based on a 2008 hour work year.

ARTICLE XVII

DRUG TESTING PROGRAM

The association agrees to follow the City drug testing policy as described in the Police General Orders.

ARTICLE XVIII

OFF-DUTY EMPLOYMENT

It is understood and agreed by the parties that members of the Staff Officers' Association will be subject to the off-duty employment policy established by the Chief of Police.

ARTICLE XIX

SAVINGS CLAUSE

If any section or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or any part of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE XX

MODIFICATION CLAUSE

To the extent that the provisions of this Agreement are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements contained therein. Where errors due to printing, spelling, etc. are discovered after printing which affect the meaning of the contract language, a rider shall be attached to this contract to rectify such error.

ARTICLE XXI

DURATION OF AGREEMENT AND SCHEDULE FOR CONFERENCES

This Agreement shall become effective January 1, 2018 and remain in effect until December 31, 2020. Conferences shall be carried on between the City and the Association, as follows:

Step 1: Submission by the Association of its requests for changes in wages, hours, and conditions of employment by September 15 to the City Council and the Labor Negotiator.

Step 2: The City Council or the Labor Negotiator designated by the City Council will advise the Association by October 15 of the position of the City concerning requests of the Association.

Step 3: Conferences and discussions between the City and the Association will begin after the response of the City, but in no event later than October 30.

This timetable is subject to adjustment by mutual consent of the parties.

ARTICLE XXII

ATTENDANCE INCENTIVE PROGRAM

Effective January 1st of each year, the following attendance incentive program for full-time members shall be implemented:

1. Each employee who, during each three calendar month period, maintains a perfect attendance record shall have eight (8) hours of casual time credited to his/her account. This casual time shall be taken as soon after it is earned as is practical.
2. Perfect attendance has been achieved if any employee is not absent as a result of taking sick leave, workers compensation, leave of absence without pay, extended illness leave, educational leave, disciplinary suspension, etc.

3. Approved time off for required reserve military training (not exceeding 10 working days per year), jury duty, funeral leave, floating holidays, compensatory leave, vacation leave, and holidays may be taken while maintaining a perfect attendance record.

ARTICLE XXIII

EDUCATIONAL INCENTIVE PROGRAM

- A. **Purpose:** This educational incentive program is designed to upgrade the level of professional training within the Racine Police Department through the Associate Degree Program in Police Science Technology offered by Gateway Technical Institute, District No. 6, or any other accredited educational institution.
- B. **Approval:** Only those courses offered by the schools designated above as part of the Police Science Technology curriculum shall be considered for approval or as a basis for additional pay. Application must be made on Racine Police Department forms and approval must be obtained from the Chief, in writing, at least thirty (30) days prior to the first day of a course for all courses which are taken after January 1, 1978.
- C. **Eligibility:** Employees shall be considered eligible for this program only upon successful completion of their eighteen (18) month probationary period of employment. Only full-time employees shall be eligible for educational incentive payments.

In the event that the hiring requirements for the Racine Police Department are changed to include education beyond the high school level, such education shall not make any employee eligible for payments under this educational incentive program. However, such change in the hiring requirements will not affect payments being made under this program to employees involved in the program at that time.

- D. **Payments:** Each regular full-time employee of the Police Department covered by this Agreement shall be paid the sum of Fifty Cents (\$.50) per credit per month for credits certified and approved by the Chief or his designee according to the following schedule:

After Finishing	Dollar per Month Payment
16 credits	\$8.00
32 credits	\$16.00
48 credits	\$24.00
Police Science Technology	\$33.00
Associate Degree	

Payments will be dependent upon completion and approval of increments of 16, 32, 48 credits and an Associate Degree in Police Science Technology levels only. In order to have credits approved for payment, an employee must submit his credits on an official transcript of a designated school to the Chief or his designee two (2) weeks prior to the date set by the Chief for review of credits after the end of each semester. Disputes relating to the qualification of a course for the curriculum of a particular educational institution shall be resolved by the curriculum committee of that institution. Resolution of such questions or disputes shall take place prior to the commencement of a course by an officer if possible. In order for such credits to be approved for payment, an employee must have obtained a grade of C or better. Payments shall commence effective as of the first pay period following approval by the Chief or his designee. In no event shall credits beyond those required for an Associate Degree in Police Science Technology be approved for educational payment.

- E. **Treatment of Credits Earned Prior to January 1, 1978:** For the purpose of implementation of this program, all employees must submit an official transcript certifying credits prior to December 31, 1978. A Review Board as constituted below shall determine which Police Science Technology credits if any, shall be recognized for payment under this Article utilizing the sole criteria whether such credits have been certified by an accredited educational institution as applying to its Associate Degree in Police Science Technology. Nothing in this Article shall prohibit members from transferring credits earned into an accredited Police Science Technology Program and receiving payments for said credits as long as the educational institution certifies that: (1) the credits have transferred to it; and (2) the credits shall qualify for credit in the Police Science Technology Associate Degree curriculum.

The Review Board shall consist of the following persons:

1. The Police Chief or his/her designee.
2. A designee of the Racine Police Staff Officers' Association.
3. Human Resources Manager.

ARTICLE XXIV

LEAVE OF ABSENCE

1. **Union Business:** A leave of absence without pay shall be granted to a reasonable number of employees upon request for Union business such as conclaves, seminars and other Union functions. This provision shall not modify existing practices regarding attendance at the annual WPPA convention. Employees desiring to take a leave of absence pursuant to this section shall notify the Chief not less than fifteen (15) days before commencement of such leave.

2. **Employment with Professional Organizations:** A leave of absence without pay shall also be granted for unit members desirous of taking full-time employment with ICPA, the WPPA or the Metro Milwaukee Police Brotherhood, so long as they remain in the Union employment. Employees desiring to take a leave of absence pursuant to this section shall notify the Chief not less than thirty (30) days before commencement of such leave.
3. **Election to Public Office:** A leave of absence without pay shall also be granted to any member of the unit upon election or appointment to public office, so long as the office does not conflict with the duties and loyalties of a police officer. Time off without pay shall be granted to no more than one (1) employee at a time who is elected to part-time public office to conduct the business of said office. An employee must request permission for such time off from his/her division or shift commander at least twenty-four (24) hours in advance each time such time off is desired.
4. **College Education:** A leave of absence without pay shall also be granted to any member of the unit desirous of a full-time campus college education in job related disciplines (i.e., associate degree in Police Science, master's degree in Criminal Justice), so long as he/she carries a full semester credit load as defined by the college which he/she is attending, but in no event shall such full-time semester load be less than twelve (12) credits per semester for undergraduate courses. Upon request, the employee shall provide the City with proof of registration and a transcript of grades received and the courses taken during the leave of absence. Employees desiring to take a leave of absence for education purposes shall notify the Chief not less than thirty (30) days before commencement to such leave.
5. **Total Employees on Leave:** The total number of employees on leave under Paragraphs 1, 2, 3, and 4 shall not exceed one Sergeant and one Lieutenant at any one time.
6. **Other Reasons:** Leave of absence without pay shall also be granted for military service, sickness, injury, or other compelling personal reasons. For the purposes of this paragraph the phrase "compelling personal reasons" shall be used as that phrase is used in unemployment compensation matters. For purposes of this clause, the duration of all leaves of absence shall be at the reasonable discretion of the Chief and, granted for more than one (1) year, but application may be made for renewal(s) of such leaves and the criteria used to determine whether such renewal(s) shall be granted shall be the same as those used in judging the original application for a leave of absence.

ARTICLE XXV

PERSONAL VEHICLE USAGE

The City will not require an employee to use his/her personal vehicle other than to report to the Police Department.

For any special assignment, court appearance, or mandatory training/school that is held, the employee will report to the Police Department where either a police vehicle or transportation will be provided excluding court appearances at the LEC or courthouse.

It is agreed that if an employee chooses to use his/her personal vehicle to attend a school, court appearance, or training, the employee accepts the responsibility of vehicle insurance and is entitled to receive the IRS mileage rate for all miles driven, including miles driven to the reporting location.

ARTICLE XXVI

PHYSICAL FITNESS INCENTIVE PROGRAM


1. Association members shall receive an annual monetary stipend payable by December 31 of each year for 75 or more hours of participation in the Racine Police Department Fitness Program. Members must complete a minimum of 75 hours annually to be eligible for the stipend. The stipend shall be paid for no more than 100 hours of participation in the Racine Police Department Fitness Program. Fitness training may be performed at the Racine Police Department Fitness Center or at a private fitness center. If performed at a private fitness center, the member shall provide adequate documentation from the fitness center of the total hours of participation.
2. Prior to engaging in any fitness training under this program, each participating Association member shall meet with the City of Racine Wellness Coordinator or designee to assess the member's fitness level and set goals for the year. After completing between 75 and 100 hours of fitness training, and prior to receiving payment of the stipend, each participating Association member shall again meet with the City of Racine Wellness Coordinator or designee to again assess the member's fitness level.
3. For 2018 and thereafter, the stipend shall be an hourly rate which is equal to .01% of the top Patrol Officer's base salary.

Example: Top Patrol Officer annual base salary of \$68,100: .01% equals an hourly stipend of \$6.81 per hour.

4. Association members receiving a monetary stipend under this program shall not be eligible to receive a Fitness Center Reimbursement under Article X of this agreement.

IN WITNESS WHEREOF, the City has caused this instrument to be signed by its accredited representatives and the Association by its accredited representatives on the 1st day of January 2018.

FOR THE SOA:



Michael Smith, President

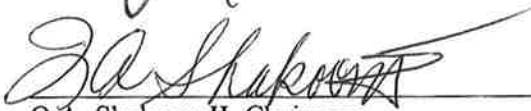

Adam Malacara, Vice President

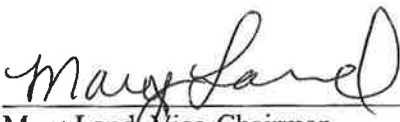

Walter Powell, Secretary/Treasurer

FOR THE CITY:



Cory Mason, Mayor


Tara Coolidge, City Clerk


Q.A. Shakoor, II, Chairman
Finance & Personnel Committee


Mary Land, Vice-Chairman
Finance & Personnel Committee


Tracey Larrin
Finance & Personnel Committee


Jason Meekma
Finance & Personnel Committee


Natalia Taft
Finance & Personnel Committee


Timothy Thompkins
Human Resources Manager

APPENDIX 'A' – JANUARY 1, 2018 WAGE SCHEDULE
+1.0%

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	38.05	38.83
	304.40	310.64
	6,595.33	6,730.53
	79,144.00	80,766.40
Sergeants		
PA-5	41.52	42.76
	332.16	342.08
	7,196.80	7,411.73
	86,361.60	88,940.80
Lieutenants		

APPENDIX 'B' – JULY 1, 2018 WAGE SCHEDULE
+1.0% with +\$0.14/hr

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	38.57	39.36
	308.56	314.88
	6,685.46	6,822.40
	80,225.60	81,868.80
Sergeants		
PA-5	42.08	43.33
	336.64	346.64
	7,293.86	7,510.53
	87,526.40	90,126.40
Lieutenants		

APPENDIX 'C' – JANUARY 1, 2019 WAGE SCHEDULE

+1.0%

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	38.96	39.75
	311.68	318.00
	6,753.06	6,890.00
	81,036.80	82,680.00
Sergeants		
PA-5	42.50	43.76
	340.00	350.08
	7,366.66	7,585.06
	88,400.00	91,020.80
Lieutenants		

APPENDIX 'D' – JULY 1, 2019 WAGE SCHEDULE
+1.0% with +\$0.08/hr

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	39.43 315.44 6,834.53 82,014.40	40.23 321.84 6,973.20 83,678.40
Sergeants		
PA-5	43.01 344.08 7,455.06 89,460.80	44.28 354.24 7,675.20 92,102.40
Lieutenants		

APPENDIX 'E' – JANUARY 1, 2020 WAGE SCHEDULE

+1.25%

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	39.92	40.73
	319.36	325.84
	6,919.46	7,059.86
	83,033.60	84,718.40
Sergeants		
PA-5	43.55	44.83
	348.40	358.64
	7,548.66	7,770.53
	90,584.00	93,246.40
Lieutenants		

APPENDIX 'F' – JULY 1, 2020 WAGE SCHEDULE

+1.25%

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	40.42	41.24
	323.36	329.92
	7,006.13	7,148.26
	84,073.60	85,779.20
Sergeants		
PA-5	44.09	45.39
	352.72	363.12
	7,642.26	7,867.60
	91,707.20	94,411.20
Lieutenants		

APPENDIX 'G'

PEER FITNESS STIPEND

2018-2020 – Hourly rate which is equal to .01% of the top Patrol Officer's base salary.

Side Letter of Agreement
Regarding the Medicare Advantage Plans

Notwithstanding anything contained in the parties' collective bargaining agreement, the City of Racine may implement a Medicare Advantage health insurance and prescription coverage plan for Medicare eligible retired members who are allowed, by such collective bargaining agreement, to remain in the City's health insurance program. Such Medicare Advantage plan will provide the same or greater level of health care benefits to such Medicare eligible retired members, although differing prescription maximum out of pocket costs may apply due to the requirements of law. Such Medicare eligible retired members shall continue to be required to pay the same health insurance premium contribution as was in effect at the time of the member's retirement.