

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF RACINE

AND

RACINE POLICE ASSOCIATION

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 Racine Police Association, hereinafter referred to as the “Association”.

It is understood and agreed by the parties to this Agreement that the terms, provisions and conditions herein in no way eliminate 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 officers employed by the City of Racine. All officers will continue to have the option available to them to have those matters described within Section 62.13, Wisconsin Statutes resolved through the statutory process.

It is 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 provisions 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. Notwithstanding anything contained herein, the City may not, by rule or regulation, eliminate the option officers have to resolve disputes pursuant to Section 62.13, Wisconsin Statutes, or by the grievance process subject to the terms of this agreement.

ARTICLE I STATUTES

This Agreement is made and entered into pursuant to Section 111.70, Wisconsin Statutes, and with Sections 62.13 and 66.90, Wisconsin Statutes, as far as they may be pertinent.

ARTICLE II RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for the regular full-time employees of the Police Department of the City of Racine in the grades Police Officer, Traffic Investigator and Investigator.

ARTICLE III ASSOCIATION'S ACTIVITY

The Association agrees to conduct its business off the job except as hereinafter provided. However, the Executive Board of the Association shall, subject to the approval of the Chief of the proposed use of such facilities, be allowed to hold its meetings at the Safety Building when it desires. For the purposes of this paragraph, the day before the convention shall be considered a convention day for the delegates assigned to Late Second Shift and Third shift.

This Article shall not prevent certain routine business such as the posting of Association notices and bulletins and the conduct of grievance procedure during working hours. Representatives of the Association having business with the officers or individual members of the Association may confer with such officers or members during the course of the working day for a reasonable time provided permission is first obtained from the commanding officer or supervisory officer for such Association officer or member. Authorized representatives of the Association and the City shall be permitted to process grievances in accordance with the procedure outlined in this Agreement. Whenever possible, all Association business including the processing of grievances, shall be processed outside the normal working day. If any such business is conducted during the normal working day, members of the Association shall keep a record of their time spent on such matters, code it in the applicable manner on their computerized timekeeping card and turn in these time cards at the end of each day.

The City agrees not to deduct such reasonable time from the compensation of such officer or member and also agrees that time spent in the resolution of grievances and in bargaining shall not be deducted from the salaries of delegated representatives of the Association. The City shall not be required to pay employees for participation in the preparation for or in the collective bargaining process of another bargaining unit. Spokespersons for the Bargaining Committee shall be limited to no more than ten (10) members and the Grievance Committee, for the purpose of dealing with the City, shall be limited to no more than two (2) members. Such members shall be designated by the Association and may be interchanged at the Association's discretion.

The City agrees that the ten (10) delegated representatives of the Association be allowed to attend the Annual 3-day State Convention of the Wisconsin Professional Police Association, and the City will allow two (2) days off and not deduct those two (2) days from the salaries of the representatives provided those representatives are scheduled to work on the days in question. Additional reasonable time as required will be arranged by the individual member in day-off change, compensatory time, vacation day, or etc.

Members of the Racine Police Association, who are also members of the W.P.P.A. Board of Directors, shall be permitted to use 16 hours of union time (092) and 16 hours of personally earned time (099/082/091/096/097) to attend the four quarterly meetings of the W.P.P.A. in addition to the annual W.P.P.A. Convention.

ARTICLE IV MANAGEMENT RIGHTS

The City possesses the sole right to operate the Racine Police Department and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this Agreement and the past practices within the Racine Police Department unless the past practices are modified by this Agreement or the rules of the Racine Police Department. 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 and to maintain the efficiency of the Racine Police Department.
- 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 may establish, modify or repeal rules without negotiations of any type. However, the City agrees that such rules will be reasonable with the reasonableness of the rules subject to the Grievance Procedure beginning at the second step.
- C. To appoint subordinates for promotion in accordance with the provisions of Section 62.13, Stats., to transfer and assign officers in positions within the Racine Police Department.
- D. To suspend, demote, discharge and take other disciplinary action against employees for just cause, including the filing of charges with the Police and Fire Commission.
- E. To relieve employees from their duties because of lack of work or for budgetary reasons.
- F. To establish reasonable schedules of work.
- G. To take whatever action is necessary to comply with State or Federal law.
- H. To introduce, improve, modify and change methods or equipment.

- I. 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. If new pay grades are established by the City, it shall have the right to set the pay for such grades with the reasonableness of such pay subject to the Grievance Procedure. However, the exercise of this clause shall not lead to an unreasonable imbalance in existing workloads of employees.
- J. To contract out for goods or non-police services.
- K. To take whatever action is necessary to carry out the functions of the City in situations of emergency. The City agrees that such action will be undertaken only for the duration of the emergency.

The Association and the employees agree that they will not attempt to bridge 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, this Agreement or the existing past practices within the Department, unless such past practices are modified by this Agreement or the rules of the Racine Police Department.

Nothing in this Agreement shall preclude the assignment of officers who do not stand first on the promotional eligibility list to an “acting” position where the Chief or his designee determines that such an assignment is necessary. Any such assignment shall be temporary and shall not be used to circumvent the permanent promotional procedures set forth at Article XIII of the Agreement.

ARTICLE V PROHIBITION

In the exercise of its powers, rights and authority, the City shall be bound by the prohibitions of Section 111.70 (3) (a), Wisconsin Statutes.

The members of the Association, individually and collectively, shall be bound by the prohibitions of Section 111.70 (3) (b) and 111.70 (4) (1), Wisconsin Statutes.

**ARTICLE VI
BULLETIN BOARD**

The City agrees to provide a bulletin board of reasonable size for the Association's use and to erect one such bulletin board near each time clock in the safety building for the posting of notices regarding Association affairs, including notices of Association meetings, notices of Association elections, notices of Association appointments and results of Association elections, notices of Association recreational and social events and notices concerning bona fide Association activities such as cooperatives, credit unions and unemployment compensation information and other notices concerning Association affairs. Upon notice from the Police Chief or his designee, confirmed in writing, the Association shall promptly remove from such bulletin boards any material which is libelous or scurrilous, and/or notices which are detrimental to the labor-management relationship.

**ARTICLE VII
SUSPENSION AND DISMISSAL AND OTHER DISCIPLINARY
ACTIONS**

The Chief may suspend, demote, discharge and take other disciplinary action against an employee for just cause and in accordance with the provisions of Section 62.13 Wisconsin Statutes.

Written notice of discipline and the reasons for such discipline shall be provided to an employee. The Association shall be provided a copy no later than twenty-four (24) hours after receipt by the employee.

Notwithstanding anything else contained herein, if the Chief issues discipline of either a suspension, or discharges the employee, then within ten (10) days of receipt of the written notice, the employee may elect to challenge the action by making a written request to the Chief to have the discipline reviewed through the Police and Fire Commission under Section 62.13, Wisconsin Statutes. If the employee elects to proceed in front of the Police and Fire Commission, then the Chief will file charges with the Police and Fire Commission, and the review will be done in accordance with the provisions of Section 62.13, Wisconsin Statutes.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

1. Definition of Grievance: A grievance shall mean any controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute of any employee or the City concerning the interpretation or application of this contract. The grievance procedure shall not be used to change existing wage schedules, hours of work,

working conditions, fringe benefits and position classifications. The City as well as the Association may file a grievance and proceed to arbitration under this Agreement.

2. Time Limitations: The failure of a party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. A party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, if it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing.
3. Names of Association and City Officials: The Association shall provide the City with a list of the members of the Grievance Committee in writing and further present the City with a list of the Association officials assigned to various aspects of the grievance process. The Human Resources Manager and City Attorney, and the RPA President, will make available the names of officials who are assigned to process grievances, upon request.
4. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
5. Grievance Form: The parties agree that the form entitled 'Grievance Initiation', which is attached as Appendix "B" is to be utilized in all cases in which a grievance is filed and processed by an individual or by the Association. The form is to be filled out, in its entirety, in order to facilitate processing of the grievance. Grievance responses shall be submitted on the official Grievance response form (Appendix "B").
6. Steps in Procedure:
 - Step 1: The employee, alone or with not to exceed two (2) Association representatives, shall deliver his/her grievance in written form to his/he regular shift or division Commander within twenty (20) calendar days after he/she knew or should have known the cause of his/her grievance. In the event of a grievance, the employee shall perform his/her assigned work task and grieve the complaint later. The employee's regular shift or division Commander shall, within twenty (20) calendar days inform the aggrieved employee and the Association of his decision in writing. If the division Commander realizes that

(s)he cannot settle the grievance at Step 1, (s)he will return it to the Association within ten (10) calendar days.

Step 2: If the grievance is not settled at the first step, the employee and/or the Association, within twenty (20) calendar days after the written decision of the shift or division Commander in Step 1, shall submit the written grievance to the Chief of Police. The Chief or his designee will review the record and further investigate the grievance. The Chief or his designee will inform the aggrieved employee and the Association of his decision in writing within twenty (20) calendar days after the receipt of the grievance. At the request of either party, a meeting will be held at this Step for the purpose of discussing possible resolution of the grievance. The participants in such a meeting shall include the aggrieved, alone or with not to exceed two (2) Association representatives.

Step 3: If the grievance is not settled at the second step, the subject matter of the grievance may be appealed by the Association or the City to arbitration within twenty (20) calendar days after the written decision of the Chief.

ARTICLE IX ARBITRATION

1. Time Limit: If satisfactory settlement is not reached in Step 3 of the Grievance Procedure, the officer and the Grievance Committee of the Association must notify the Chief, Chairman of the Finance Committee, the City Attorney and the Human Resources Department in writing within twenty (20) calendar days after the written decision of the Chief that the Association intends to process the grievance to arbitration.
2. Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to an Arbitrator to be selected as follows: the City and the Association shall use their best efforts to select a mutually agreeable Arbitrator. If the City and the Association are unable to agree on an Arbitrator within fifteen (15) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial Arbitrators. The Association and the City shall then alternately strike two (2) parties each on the slate with the party filing the grievance exercising the first and third strikes. The Association and City shall exercise their strikes within fifteen (15) days following receipt of the slate from the WERC. The remaining Arbitrator on the slate after the strikes shall then be notified of his appointment by the moving party.

3. Mediation: The Arbitrator selected shall meet with the parties as soon as a mutually agreeable date can be set for the purpose of attempting to mediate the dispute. In the event such mediation is unsuccessful, the dispute shall proceed to arbitration at a time to be jointly determined by the parties and the Arbitrator.
4. Arbitration Hearing: The Arbitrator will hear testimony and collect evidence relating to the grievance. Upon completion of the hearing, the Arbitrator will render a written decision as soon as possible to both the City and the Association which shall be final and binding on both parties.
5. Costs: The parties shall equally split the costs of any cancellation fees and the time involved in the mediation portion of the arbitration proceedings. The losing party shall bear the costs of arbitration, except those incurred by the winning party for the presentation of its case. Attorney's fees shall not be included in the costs of the arbitration. If either party orders a transcript, the transcript costs shall be paid by the loser, including the cost of one (1) original transcript for the Arbitrator, one (1) copy for the City and one (1) copy for the Association.

Testimony or other participation by the employees during arbitration proceedings shall take place outside of the employees' working hours if possible, but in any event such participation shall not be reimbursed or paid for by the City unless the employees involved are participating during their regularly scheduled work hours.

6. Decision of Arbitrator: The decision of the Arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation of the contract in the areas where the alleged breach occurred. The Arbitrator shall not modify, add to, or delete from the express terms of the Agreement.
7. Time and Motion Limit: Where possible, all grievances shall be processed outside the normal workday. During all steps of the grievance procedure, all employees of the Association or the Association itself shall maintain records of their time in processing the grievance during work hours. Employees shall also maintain records of all time expended on Association business during the normal day and provide them to the Police Chief. Such records shall be kept on the employee's computerized time card and shall indicate the total time expended for Association business and employee involved. Permission must be received from the employee's shift

Commander before an employee shall leave his/her particular work assignment to conduct Association business. If the shift Commander is not readily available, the employee may seek such permission from his/her immediate supervisor. Such permission shall not be unreasonably denied. Because of the difficulty of keeping these records, they will be kept as accurately as is reasonably possible.

ARTICLE X INSURANCE

1. Medical Coverage: Full-time employees shall be eligible for Employer health insurance following acceptance into the plan. 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 under the self-funded City of Racine Health Insurance Plan 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 as a premium share for Plan 07A, as approved by the Racine Common Council. Plan specification booklets of the health insurance program will be provided to all eligible employees upon request from the Human Resources Department; a Summary Plan Description will be on-line in the Human Resources Department page on CORI. All employees who retired after January 1, 1996 shall be subject to placement within the insurance program established for active bargaining unit employees.

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.

2. 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.

3. Retired and Disabled Employees:

All employees who retire on or after January 1, 2001 shall be subject to placement within the insurance program established for active bargaining unit employees.

- a. Medical-Hospital Insurance for Retired Employees: The City shall pay the premiums on surgical, hospital and major medical insurance for any police officer who is forced to retire by virtue of duty incurred injury or disease and for any police 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, 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.

Medical-Hospital Insurance for Disabled Employees: Those police 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. 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.

4. Retired and Disabled Employees:

Employees retiring on January 1, 2006 through December 31, 2006 will be required to contribute 5% of the monthly premium for the coverage selected by the employee, to a maximum monthly amount of \$30 for single coverage and \$60 for family coverage. Any employee retiring on January 1, 2007, through December 31, 2009 will be required to contribute 5% of the monthly premium for coverage selected by the employee, to a maximum monthly amount of \$40 for single coverage and \$70 for family coverage. However, 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.

Substitution of Insurance Coverage Provided by Other Employer: Any retired police 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.

5. Spouses and Dependent Survivors: Spouses and dependent survivors of employees not covered under the provisions of Section 3.a., above, may continue under the City's medical and hospitalization insurance program in accordance with the terms and conditions of that insurance plan provided that the spouse and/or dependent survivors pay the premium for said coverage. This privilege shall terminate upon the remarriage of the spouse and/or upon the dependent survivors reaching the age of twenty-five (25) years.

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.

6. 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.

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.

At no cost to the City, the City will offer Association members the option to enroll in the WRS or the Standard Deferred Compensation Program administered by Retirement Plan Advisors. The City will work with Retirement Plan Advisors to facilitate the transfer from the Security Benefit 457 Deferred Compensation plan to the Standard. Also, as compliant with IRC, the City will allow the Standard 457 plan to offer after-tax Roth contributions.

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.

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 XI PENSION PAYMENTS

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

ARTICLE XII VACATION PAY

1. Vacations: Each employee shall be entitled to an earned vacation with pay, as follows:
 - a. After one (1) year of continuous employment – ten (10) work days.
 - b. After seven (7) years of continuous employment – fifteen (15) work days.
 - c. After fourteen (14) years of continuous employment – eighteen (18) work days.
 - d. After seventeen (17) years of continuous employment – twenty (20) work days.
 - e. After twenty-three (23) years of continuous employment – twenty-five (25) work days.
2. New Employees: Members of the Association 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 based on the number of full months worked from the previous December 31, 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.

3. Other Employees: 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 current calendar year. Employees who terminate their employment during the calendar year are entitled to their full vacation allotment, provided they submit a two-week written notice of termination. Failure to provide a 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.
4. 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 not taken by the employee during the calendar year of death or disability.
5. Vacation Schedule: The vacation schedule shall be determined by allowing employees to select their vacation periods as follows:
 - a. PH-2: All employees in the grade of PH-2 shall select their vacation period in order of their departmental seniority within their division, their shift and within their assigned squad.
 - b. PH-4 (Traffic Investigator): All employees in the grade of PH-4 (Traffic Investigator) shall select their vacations in order of their time within their rank and within their division and within their shift. Not more than one (1) employee on any shift in this classification may be on vacation at any one time.

- c. PH-4 (Investigator): All employees within the pay grade of PH-4 (Investigator) shall select their vacation periods in order of their time within their rank and within their division and within their shift.
- d. It is agreed that the positions enumerated in Article XIV Work Week, Section 2. Work Week – Special Job Requirements, shall select their vacations in order of their departmental seniority (Patrol Officers/Traffic Investigators) within their respective section as enumerated in Article XIV, Section 2, and in order of their departmental seniority within their shift and assigned squad, where appropriate. Employees listed in Article XIV, Section 2 who are in the Investigator classification shall select pursuant to the procedure in Article XII, Section 5.c. The sole exception to this vacation selection shall be the position of Detective (Special Assignment), who shall select vacation within the Detective unit.
- e. The Criminalist position will be paid as PH-4 but will schedule vacation as specified for PH-2 positions.

Day Shift Detective Division Investigators will be allowed two (2) day Investigators on vacation during the same designated vacation period. Night Investigators will pick vacations with only one (1) of their number off in any designated vacation period.

The Chief of the Department shall determine how many within a particular rank can absent themselves during each designated vacation period. However, the practice of allowing one (1) employee off on vacation from each patrol squad, excluding the weekend squad, shall be continued for the term of this Agreement.

- 6. Vacation Compensation: The compensation for vacation shall be the regular compensation of the individual entitled thereto.
- 7. 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/her vacation because of duty prescribed by the Chief during any emergency, shall receive compensatory time off at time mutually considered comparable to the time lost.

ARTICLE XIII
PROMOTIONAL PROCEDURES

1. Promotional Procedure: Promotional appointments shall be made in accordance with Section 62.13 (4), Wisconsin Statutes. An officer who is promoted within the bargaining unit shall serve a probationary period in his/her new position for twelve (12) months following the date of his/her promotion. During this probationary period, the officer shall be entitled to return to his/her former position at his/her former rate of pay if he/she so decides, or if in the Police Chief's judgment the officer is not sufficiently qualified in the position to which he/she was promoted, he/she may be returned to his/her former position at his/her former rate of pay. The City may be required to show the reasonableness of such action through the grievance procedure. In the event that an officer returns to his/her former position and former rate of pay for any reason under the terms of this Section 1, the officer who filled the position from which he/she was promoted shall also automatically return to his/her former position and former rate of pay.

2. Notice of Job Assignment Vacancy or New Job Position: In the event that a vacancy exists in a job assignment within a rank within the bargaining unit, the City agrees to post a notice of that vacancy at least ten (10) days prior to the filling of the vacant position. Employees within the rank may request on a form approved by the Police Department that they may be considered to fill the vacancy and the name of the employee selected to fill the assignment shall be posted. Any vacancy shall be reposted.

3. Assignment to "Acting" Position: In the event that it is necessary to assign an employee to an "acting" position which is higher than his/her regular pay grade, the employee selected for such assignment shall be that employee who stands first on the promotional eligibility list for the position to which it is necessary to assign such employee. If the employee standing first on the list refuses the "acting" assignment, the employee standing next on the list will be chosen for such assignment. In the event that an employee is assigned to an "acting" position, that employee will receive the rate of pay for the higher classification to which he/she is assigned on an "acting" basis beginning on the sixteenth (16) calendar day following the commencement of his/her work in the higher classification. This fifteen (15) day period shall apply only once in the event of repeated "acting" assignments of an employee to a particular higher pay grade. Such "acting" position shall not be

maintained for more than eighteen (18) months or it shall become a permanent position.

4. Promotion to Grade of Traffic Investigator (PH-4): An employee wishing to take the written/computer test for promotion to the rank of Traffic Investigator (PH-4) must have at least three (3) continuous years of experience as a police officer on the Racine Police Department. Thereafter, the employee will be promoted from a promotional eligibility list set up under the terms of Paragraphs 7 and 9 of this Article.
5. Promotions to Grade of Investigator (PH-4): An employee wishing to take the written/computer test for promotion to the rank of Investigator (PH-4) must have at least five (5) continuous years of experience as a police officer on the Racine Police Department. Thereafter, the employee will be promoted from a promotional eligibility list set up under the terms of Paragraphs 7 and 9 of this Article.
6. Compilation of Promotional Eligibility Lists for Grade of Traffic Investigator (PH-4) and Investigator (PH-4): The Association recognizes that promotion to the grades of Traffic Investigator (PH-4) and Investigator (PH-4) requires specialized knowledge of police technology, administrative ability, leadership qualities and the ability to manage personnel.

The City agrees that, pursuant to Section 62.13, Wisconsin Statutes, it will recommend to the Racine Police and Fire Commission for promotion the employee who stands first on the respective eligibility list for the said promotion. Position on the eligibility list for the grade of Traffic Investigator (PH-4) and for the grade of Investigator (PH-4) shall be determined by the numerical composite score, such composite score being determined by the addition of the written/computer test score and one-half (1/2) point for each complete year of continuous service since the date of appointment as an officer on the Racine Police Department. If a member's anniversary date falls between the date the promotional test is administered (inclusive of that date) and December 31 of the year that the test is administered (inclusive of that date) a member shall be determined to have met the three year or five year requirement for testing.

Primary List: All officers who achieve a raw score of seventy-five percent (75%) or higher on the written exam for a pay grade for which they wish to be promoted will receive a composite score consisting of the sum of their written/computer test score and one-half (1/2) point for each

complete year of continuous service since the date of appointment as an officer on the Racine Police Department. Officers in this category shall then be ranked sequentially from highest to lowest based upon said composite score.

Secondary Lists: The next highest raw scoring twenty-five percent (25%) of the officers taking the written/computer exam but scoring less than seventy-five percent (75%) shall also receive a composite score consisting of the sum of their written/computer test score and one-half (1/2) point for each complete year of service since the date of appointment as an officer on the Racine Police Department and shall also be ranked sequentially from highest to lowest on a separate eligibility list. If the list of eligible officers scoring seventy-five percent (75%) or above on the exam becomes exhausted, this secondary promotional list shall then be used to award promotional opportunities which may arise.

The promotional lists described above shall remain in effect until a new list is prepared following the administration of another written/computer examination.

7. Police and Fire Commission Interviews: The promotional candidate being recommended by the Chief for promotion may, at the option of the Commission, be interviewed by the Racine Police and Fire Commission prior to its consideration of this recommendation for promotion.
8. Written/computer test: The written/computer test for each pay grade shall be prepared and scored by an independent testing agency which shall prepare the test based upon a bibliography of materials determined by the Chief of Police or his designee. The tests shall be administered, and the lists compiled and posted, prior to January 1st of even numbered years with tests for each grade available on more than one date. The test results shall be opened in the presence of two (2) Association representatives. The Chief will provide a bibliography for promotional exams at least 90 days in advance.
9. Officers returning to an Association position after promotion to a Staff Officer position will be placed in a vacant Association position at the officer's previous rank and pay within six (6) months from the end of the normal probationary period as long as the Officer requests his return during the twelve-month probationary period.
10. For Officers returning to an Association position after promotion to a Staff Officer position after the Staff Officer probation period expires, where no request was made to return

prior to the end of the probation period, the time outside the Association will not be credited to seniority in the Association. Association seniority will continue from the date the Officer first left the Association. Department seniority will continue uninterrupted.

ARTICLE XIV WORK WEEK

1. Work Week: The workweek shall commence with the start of work on Sunday and end with the end of work on the following Saturday. The normal work week for employees covered by this Agreement shall be five (5) work days of eight (8) hours and two (2) off days, and then five (5) work days of eight (8) hours and three (3) off days, according to the schedules which are currently in effect in the Racine Police Department on the date of the execution of this Agreement. In the event an officer is temporarily transferred off of his/her normally assigned squad, the City will make reasonable efforts at the end of his/her shift to return the officer to the off-day schedule he/she had prior to the temporary assignment.

2. Work Week – Special Job Requirements: Because of the nature of job requirements, the following positions will be assigned schedules other than a straight 5-2, 5-3 work week in order to provide necessary manpower at the times needed:

Detective Unit
Court Officer
Training/Range Officer
Detective (Special Assignment)
Crime Prevention Officer
Special Investigation Crimes Unit
 (Drug Enforcement)
 (Gang Enforcement)
Community Policing Officers
Criminalist

- A. To assure the officers in these positions their proper amount of time off, their commanding officers will permit them to take one (1) day off per month, not to exceed nine (9) days per year in increments of one (1) hour at a time, when earned. Officers will also be permitted to use unscheduled holiday time (097), casual day (091), or free day (096) in increments of one (1) hour.

- B. Vacation Time (099): A member may elect to use vacation time in increments of one (1) hour blocks, subject to the following:

- 1) All compensatory time (082), holiday time (097), casual day (091), and free time (096) must be exhausted, first.
- 2) The member, if breaking a scheduled “vacation week” must:
 - (a) Identify the specific day being released,
 - (b) Subject to the next senior member’s desire for the stated week, reschedule the remaining vacation days to an available “open” date(s). Open vacation date(s) should be rescheduled within ten (10) calendar days.
 - (c) Vacation time (099), unscheduled holiday (097), casual day (091), or free day (096) time may not be used in lieu of sick time (098), except in accordance with the Federal and State Family Medical Leave Act.
3. Minimum Time Off: Nothing in this outline shall be construed to mean that an employee if he/she so chooses, could not take his/her time off at a rate of one and one-half (1 ½) hour increments each week, not to exceed the total number of hours permitted by the work schedules attached thereto; nor should it be construed to preclude the assigning of other personnel to special schedules as may be deemed necessary for the proper and adequate policing of the community.
4. Exchange of Days Off: Individual officers shall be allowed to exchange days off with fellow officers of equal rank who are qualified to perform the job assignments of the officer with whom days off are exchanged, provided that both officers involved obtain the consent of their commanding officers prior to the date of the exchange. All days exchanged must be paid back within the same work period in which the initial exchange of days takes place. In the event that the Commanding Officer does not give consent to the exchange of days off, he shall provide the requesting employee with a statement of the reason or reasons for which the request is denied. In the event that the Commanding Officer does not consent to the first request, the second request must be submitted at least three (3) days prior to the date upon which the requested exchange is to occur. It is expressly agreed between the parties that no request for exchange of days off will be granted in the event the approval of such a request will result in an individual officer working two consecutive shifts.

5. Shift Transfers: All shift transfers in all divisions shall be posted for at least ten (10) calendar days. All employees in the rank of the vacancy shall be allowed to bid on the shift vacancy. An employee wishing to bid shall submit his/her bid in writing to the Chief of the Police Department within the ten (10) day posting period. Such shift transfer shall be made by seniority within rank within division providing the employee has not transferred shifts under the terms of this Section within the previous year.
6. Criminalist is an appointed position following successful training. Trainees are lower in seniority, after existing Criminalists, based upon appointment date. Trainees are paid the PH3 rate. After successful completion of Criminalist training, seniority will be based upon total years of service.

ARTICLE XV DUTY INCURRED INJURY

1. Three (3) Days or Less: If an employee is injured during the course of his/her employment and loses three (3) work days because of such occupational injury or disease, the City will pay the established wages for the time of his/her absence from work.
2. More Than Three (3) 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 payment pursuant to a carrier or self-funded program provided by the City. Such Worker's Compensation payments shall continue until the employee reaches the point of 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 equal to the employee's calculated ETF benefit to the employee 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.

3. Non-Duty Incurred Injury: If an employee loses more than three (3) days because of injury which 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 XVI BI-WEEKLY PAYROLL

Employees will be paid bi-weekly on every other Friday on the basis of the hourly rate for each individual.

The bi-weekly payroll will be equalized so that employees will be paid on the basis of two forty (40) hour weeks.

ARTICLE XVII WAGES

Effective January 1, 2018, members of the Association shall receive the wages set forth on the wage schedule marked as Appendix "A" attached hereto and incorporated by reference.

ARTICLE XVIII HOURS OF WORK AND DUTY ASSIGNMENTS

1. Shifts for Police Officers: As far as practicable, employees shall work a straight eight (8) hours on an established shift. Shifts for Patrol Officers may be maintained on the following schedule:

6:00 a.m. – 2:00 p.m.
7:00 a.m. – 3:00 p.m.
2:00 p.m. – 10:00 p.m.
3:00 p.m. – 11:00 p.m.
7:00 p.m. – 3:00 a.m.
10:00 p.m. – 6:00 a.m.
11:00 p.m. – 7:00 a.m.

But the Chief of Police may, in his sole discretion, change or alter the shifts, except to institute split shifts (which may be instituted in cases of emergency or threatened emergencies only) so that the highest level of protection to life and property may be maintained.

2. Overlapping Shifts: The Chief of Police, in his sole discretion, may assign one hundred percent (100%) of the total number of employees of the Police Department to work overlapping shifts in case of criminal investigations, riots, civil disturbances, strikes or emergencies, and the decision of the Chief to do so shall be final and not subject to grievance procedure, arbitration, or fact finding.
3. Based on manpower needs, officers will be allowed to change their starting time for their shifts by one hour, either by one hour back or one hour forward, providing it falls within the starting time for established shifts within the contract. The shift commander or his designee will approve or deny the change of hours on a case-by-case basis. On approval, the officer will then work the hours for that established shift.
4. All shift selections for the rank of Police Officer will be based on classification* seniority and classification seniority shall apply to vacation and to squad selection when a vacancy occurs except:
 - a. Probationary Police Officers may be assigned to various shifts and assignments for training purposes while on probation, but such assignments shall not be considered permanent.
 - b. The employer reserves the right to determine staffing levels on the various shifts.
5. All shift selections for the rank of Investigator will be based on classification* seniority except:
 - a. Probationary Investigators may be assigned to various shifts and assignments for training purposes while on probation, but such assignments shall not be considered permanent.
 - b. The employer reserves the right to determine staffing levels on the various shifts.
6. Shift selection in the Detective Unit which will comprise a majority of those employees holding the rank of Investigator will be based on classification seniority*, provided that the employee, at the time of assignment, is able to meet the needs of the assigned work area and has a willingness and necessary

qualifications to accomplish the duties of the position. A memo outlining job expectations and responsibilities will be provided with each position posting.

7. Investigators assigned after January 1, 2010, in the Special Investigations Unit, Drug and Gang Sections, DEA Task Force will be made by a Departmental selection committee** subject to the approval of the Chief, based upon the needs of the department as determined by the Employer with some consideration given to the interests of the affected employees, as well as the order of their classification seniority. A memo outlining job expectations and responsibilities will be provided with each position posting. These assignments will be made for a term of four (4) years with the Chief's option to extend the assignment for a maximum period of one (1) year.

In the event no other employee applies for any of the listed positions, and with the agreement of the incumbent employee, the Chief has the discretion to annually extend the assignment beyond the original term and the one year extension. Upon completion of the assignment term and any extensions, the investigator will be returned to a position within the same shift that he or she left.

8. Assignment to positions not specifically governed by promotional procedure or covered in this agreement will be made by a Departmental selection committee** subject to the approval of the Chief based upon the needs of the department as determined by the Employer with consideration given to the interests of the affected employees, as well as the order of their classification seniority. A memo outlining job expectations and responsibilities will be provided with each position posting. Upon completion of the assignment term and any extensions, the employee will be returned to a position within the same shift that he or she left.
9. If there are no interested employees for future open positions, the City will fill those positions by reverse seniority of non-probationary employees in each classification.
10. This agreement supersedes all prior settlement agreements, practices, understandings, and decisions between the City and the Association with regard to seniority placement of investigators.
11. Any other future Investigative Units will fall under the provisions in paragraph 5.

*Classification seniority is defined as the amount of service in a given rank or classification.

** A Department selection committee will be made up of two (2) persons selected by the Chief or his or her designee, one (1) person selected by the Association and one (1) non-voting moderator selected by the Chief or his or her designee.

ARTICLE XIX LONGEVITY PAY

Each officer, hired prior to January 1, 1986, shall be paid longevity pay according to the following schedule:

2% after 5 years of continuous service
3 ½% after 10 years of continuous service
5% after 15 years of continuous service

Officers hired subsequent to January 1, 1986 will not be eligible for longevity pay.

ARTICLE XX CLOTHING, UNIFORM, AND EQUIPMENT ALLOWANCE

Each officer shall be paid \$900.00 for each year of this agreement. The clothing, uniform, and equipment allowance shall be paid effective February 1 of each year. Each new employee shall be paid \$400.00 upon successful completion of his/her probationary period. The City agrees that uniform changes will not be made without providing a reasonable notice period during which officers may utilize uniforms previously purchased.

The City shall pay the cost of repairing uniforms and equipment damaged in the line of duty.

ARTICLE XXI 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 a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. The holidays shall be twelve (12) work days, as follows:

New Year's Day
One-half day Spring Break Holiday
(Friday before Easter)
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day before Christmas
Christmas Day
One-half day before New Year's Day
Five floating holidays

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

The floating holidays may be taken upon application by the employee, subject to Departmental 1408 procedures. In all cases, the shift commander of the officer's shift shall be notified a reasonable time in advance, and the discretion of the shift commander will decide the actual day to be taken.

ARTICLE XXII SICK LEAVE

1. 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.
2. Sick Leave Earned: All members of the Association 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.
3. Accumulation: 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.
4. Severance Pay: Upon retirement, death or total disability, an employee shall be paid fifty percent (50%) of sick leave time accumulated up to a maximum accumulation of one hundred forty (140) days.
5. Notification: Sick leave shall begin on the first day of absence and continue until the officer returns to work or has used all of his/her accumulated sick leave. Off days, vacations, leaves of absence and holidays shall not be included in the computation of sick leave. Officers who are sick and unable to report to work shall notify the police shift commander or designee at least one (1) hour or earlier before the start of his/her regular shift of assignment.

6. Evidence of Illness: The Chief may require a doctor's statement or other reasonable evidence or proof of illness. Officers 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 officer himself/herself or for caring for a member of the officer's "immediate family," as defined in Article XXVII of the contract.
7. Reserve Sick Leave Bank: Employees shall accrue sick leave benefits at the rate of one (1) day per month of service into a reserve sick leave account only during the month in which the employee has to his/her credit a total accrual of at least one hundred and fifty (150) days of sick leave in his/her basic sick leave account.

Employees may accrue an unlimited number of days in their reserve sick leave account. An employee may not use the reserve sick leave account days until he/she has depleted the basic sick leave account to zero (0) within twelve (12) continuing calendar months. As of February 24, 1988, no employee of the Department shall accrue sick leave days in a reserve sick leave account in excess of 150 days of sick leave. However, employees shall be allowed to use those days which were in their respective reserve sick leave account as of February 24, 1988, subject to the procedures set forth in this subsection. That is, the employee may not use accumulated reserve sick leave account days until he/she has depleted the basic sick leave account to zero (0) within twelve (12) continuing calendar months. Thereafter, there shall be no accumulation of sick leave days in a reserve sick leave bank and accrual of days into a reserve sick leave bank shall no longer be applicable.

ARTICLE XXIII FUNERAL LEAVE

1. 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, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, or guardian who raised the individual. 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) day with pay will be allowed.

2. Other Relatives: In the event of the death of any other relative, officers will be permitted to change their next regular day off so they may attend the funeral. In lieu of changing their next regular day off, officers may use accumulated overtime not exceeding eight (8) hours or to charge such time to no more than one (1) holiday or free day.
3. Exceptions: When any officer is on vacation or scheduled off-time and death occurs as outlined in paragraph 1, such leave of absence shall not be construed as part of such vacation period or scheduled off-time.
4. Reasonable Notice Required: In all of these cases, the Shift Commander of the officer'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 XXIV OVERTIME

Overtime shall be defined as: Work performed beyond the individual member's regularly scheduled hours. The City shall reimburse overtime at one and one-half times the hours worked. The individual member shall decide to take his/her reimbursement either by crediting Compensatory Time to his/her account, or by pay at his/her overtime rate. The Pay Rate for Overtime shall be based on a 2008 hour work year.

Special Call-In shall be defined as: Overtime performed by a member other than as an extension of his/her regularly scheduled hours (either prior to, or subsequent to the regular hours.) Each special call-in shall be reimbursed a minimum of 2.7 hours Overtime (4.1 hours of compensatory time), or the actual time served, whichever is greater and will be offered to employees in accordance with the current memorandum. Duties may be assigned by the shift commander as needed. A member who reports to his/her post for a Special Call-in assignment shall be entitled to reimbursement.

Court Order-In shall be defined as overtime performed by a member for the purpose of appearing as a witness in court. Duties other than the specific purpose of the court call-in may not be assigned and a cancellation shall not be valid unless done by 9:00 PM the previous day.

No overtime will be paid when officers are required to finish reports either by telephone or by coming to the station on their time when they have failed to properly complete the required reports while on duty and if the

required reports were not submitted for timely approval. In the event a report is approved by a supervisor prior to the time an officer leaves, special call-in shall apply.

ARTICLE XXV COMPENSATORY TIME

An individual may accumulate compensatory time from overtime in an account maintained by his/her Shift-Unit Commander. A maximum of eighty (80) hours may be carried forward from month to month as compensatory time. During the first pay period of each month, the Shift-Unit Commander shall convert the balance of compensatory time over eighty hours to pay at one (1) time the overtime pay rate. A maximum of twenty-four (24) hours may be carried past December 31 of each year. These twenty-four (24) hours of carryover compensatory time are not subject to payout, and must be used by June 30th of that year. The granting of compensatory time off shall be at the discretion of the Shift-Unit Commander based solely on manpower requirements and considered on an individual, first come, first serve basis.

ARTICLE XXVI FAIR SHARE AGREEMENT

1. Membership Not Required: Membership in any employee organization is not compulsory. Officers have the right to join, not join, maintain, or drop their membership in any employee organization as they see fit.

2. Effective Date of Agreement: Effective January 1, 1973, and unless otherwise terminated as hereinafter provided, the City shall, once each month, deduct from the regular earnings of all officers specified herein an amount equal to such officer's proportionate share of the cost of the collective bargaining process and contract administration as certified by the Association and measured by the amount of local dues uniformly required of all members, and shall pay such amount to the Treasurer of the bargaining representative of such officer on or before the end of the month following the month in which such deduction was made.
 - a. Present Officers: As to officers employed on the effective date of this Agreement, such deduction shall be made and forwarded to the Treasurer of the bargaining representative only from the monthly earnings of those officers who are members of the bargaining unit on the effective date of this Agreement.

- b. New Officers: Such deductions shall be made and forwarded to the Treasurer of the bargaining representative from the earnings of new officers in the first pay period following each such officer's certification. Officers may apply for dues check-off immediately upon joining the Association.
 - c. Other Officers: Officers on layoff or leave of absence or other status in which they receive no pay are excluded.
3. Forfeiture: In the event that the bargaining representative, its officers, agents, or any of its members, acting in concert with one another, engage in or encourage any strike or work stoppage against the City, the deductions and payments of fair share contributions made in accordance with this Agreement, and also including any voluntary dues deduction (check-off) privileges, may be terminated forthwith by the City. Thereafter, for a period of one (1) year, measured from the date of the onset of such strike or work stoppage, no deductions whatsoever shall be made from the earnings of any officer, nor shall any payment whatsoever be made to the Treasurer of the bargaining representative by the City.
4. Responsibilities of the City and the Collective Bargaining Representative:
- a. Correction of Errors: If an error is discovered with respect to deductions under this provision, the City shall correct said errors by appropriate adjustments in the next paycheck of the officer or the next submission of funds to the collective bargaining representative, officer or any party by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from officer's wages.
 - b. Indemnification and Hold Harmless Provision: The collective bargaining representative shall indemnify and save the City harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the City under this section, including but not limited to, indemnification in the following instances:
 - 1. Damages and Costs: In the event the provisions of this Fair Share Agreement are successfully challenged in a court or other administrative body, and it is determined that the City must pay such sums as have been deducted from earnings in accordance with the provisions hereof or any other damages, the collective bargaining

representative agrees to indemnify the City in full, including any and all costs or interest which may be a part of such order or judgment, for all sums which the City has been determined to be liable.

2. Reasonable Attorney Fees: In the event an action is brought by any party (other than the City) challenging the validity of the provisions of this Fair Share Agreement or any deductions from earnings made pursuant thereto, in which the employer is named as the defendant, the collective bargaining representative agrees that it will indemnify the City in full for reasonable attorney fees necessary to defend the interests of the City as a defendant in such action.
- c. Trust Account: During the pendency of any action brought challenging the provisions of this Fair Share Agreement or the right of the City and the collective bargaining representative to enter into such an Agreement, all sums which the City has agreed to deduct from the earnings of the members of the collective bargaining representative shall be placed in trust with the Treasurer of the City pending the ultimate disposition of such action. While held in trust, such funds shall earn no interest.

ARTICLE XXVII ABSENCE DUE TO ILLNESS OR EMERGENCY IN FAMILY

In the event of illness or an emergency existing in the immediate family, a member shall, subject to the approval of the Chief, be permitted to absent himself/herself from duty for the duration of such illness or emergency, and the member will be permitted to make up the time so lost by changing his/her next regular day off, using accumulated compensatory or sick time, working on free days or holidays, going on unpaid leave, or by using vacation time. "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. It is understood that any time granted and taken under the terms and conditions of this Article is first applicable to the Family Medical Leave Act and then granted with the Chief's approval.

The City, the Association and the members of the Racine Police Department shall abide by the terms, requirements and conditions of the Federal and State Family/Medical Leave Act as applicable. The work cycle for the application of the Act shall be the calendar year.

**ARTICLE XXVIII
NO STRIKE AGREEMENT**

1. Strike Prohibited: Neither the Association nor any officers, agents or employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage, or any other intentional interruption of work during the term of this Agreement.
2. No Lockout: The City agrees that it will not lock out any bargaining unit employees.
3. Association Action: Upon notification by the Employer to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing order such members to return to work, provide the Employer with a copy of such an order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.
4. Penalties: Any or all of the employees who violate any of the provisions of this section may be discharged or disciplined by the City, including loss of compensation, vacation benefits, and holiday pay. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee engaged in the prohibited activity.

In addition to penalties provided herein, the City may enforce any other legal rights and remedies to which by law it is entitled.

**ARTICLE XXIX
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 three (3) 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, with the exception of military service leave of absence, no leave of absence shall be 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 XXX MILITARY DUTY

Any person called to military service for two (2) weeks or less shall receive a leave of absence from the City for that time, and, if he/she so desires, take a portion of his/her annual vacation for such military leave.

ARTICLE XXXI PROHIBITED PRACTICES

In the event either party desires to file a prohibited practice charge with the Wisconsin Employment Relations Commission against the other for any reason authorized under State law, it shall so notify the other party in writing by certified mail summarizing the specific details surrounding the potential charge. Such charge may not be filed for a period of fifteen (15) days following delivery to the other party and upon receipt of this notice, the parties agree to meet and confer in an attempt to resolve the dispute during the fifteen (15) day period.

ARTICLE XXXII DURATION OF AGREEMENT

The provisions of this Agreement shall become effective January 1, 2018 and shall continue in full force and effect until December 31, 2020. Conferences and negotiations shall be carried on between the City and the Association during the last year of the contract, as follows:

Step 1: Submission of Association bargaining request in writing by August 15th to the City Council with copies to the Mayor, Human Resources Department, Finance Director and Labor Negotiator.

Step 2: The City (or Labor Negotiator designated by the City Council) will advise the Association of the position of the City and the response of the City prior to September 15th.

Step 3: Negotiations shall begin after the response of the City but in no event later than September 15th.

This timetable is subject to adjustment by mutual written agreement of the parties consistent with the progress of negotiations.

During the negotiations of the labor Agreement that is to be the successor to this Agreement, each party promises to meet and negotiate in good faith with respect to all subjects bearing upon wages, hours and working conditions, as defined in Section 111.70, Wisconsin Statutes.

**ARTICLE XXXIII
ATTENDANCE INCENTIVE PROGRAM**

Effective January 1st of each year, the following attendance incentive program for full-time non-probationary bargaining unit 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. Employees will not receive an attendance incentive for the period including the July 4th holiday if they fail to report for duty on July 4th after being ordered to so do.
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 XXXIV
EDUCATIONAL INCENTIVE PROGRAM**

- A. 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 if they were enrolled in the Educational Incentive Program prior to January 1, 1996.

<u>After Finishing</u>	<u>Dollar Per Month Payment</u>
16 credits	\$ 8.00
32 credits	\$16.00
48 credits	\$24.00
Police Science Technology Associate Degree	\$33.00

**ARTICLE XXXV
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.

**ARTICLE XXXVI
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 XXXVII
SEVERABILITY**

If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliances with or enforcement of has been restrained, shall not be affected thereby. The parties agree that they will enter into negotiations regarding matters believed by the parties to be strictly within the authority of the Racine Police and Fire Commission if such matters are found finally as a matter of law to be negotiable between the City and the Association.

**ARTICLE XXXVIII
ENTIRE MEMORANDUM OF AGREEMENT**

The City and the Association agree that all negotiable items have been discussed during negotiations leading to this Agreement, that this Agreement as a result of these negotiations is binding upon both parties, that no additional negotiations or changes of any provision pertaining to wages, hours or conditions of employment shall be undertaken except by mutual consent. The foregoing Agreement constitutes the entire Agreement between the parties and supersedes and cancels all previous Agreements, verbal or written, except that past practices not in conflict with this Agreement or not in conflict with the rules of the Racine Police Department remain in effect. All existing ordinances and resolutions of the City Council affecting wages, hours and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth.

**ARTICLE XXXIX
JURY DUTY**

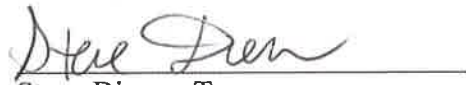
Members required for jury duty shall be paid their normal pay and will turn over their jury fees to the department. For scheduling purposes, such members shall be considered on the day shift (defined as 8 AM to 4 PM), on any day in which they are required to report for jury duty provided that third shift will not be required to work immediately prior to being requested to appear for jury duty. Members who are excused from jury duty prior to the end of the day shift shall report to the Police Department for the balance of the shift.

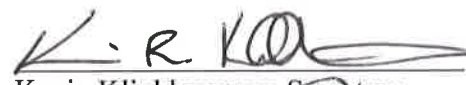
IN WITNESS WHEREOF, the City has caused this instrument to be signed by its accredited representatives and the Association by its accredited representatives on the 6th day of ~~January~~ February 2018.


FOR THE ASSOCIATION:



Todd Hoover, President



John Hetland, Vice-President


Steve Diener, Treasurer

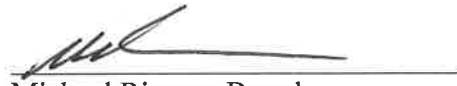

Kevin Klinkhammer, Secretary


Jacob Smetana, Board


Nick Groth, Board

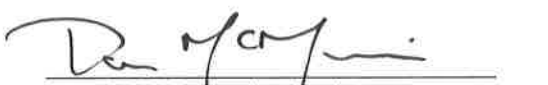

Don Nuttall, Board



Kevin Kupper, Board


Michael Riemer, Board

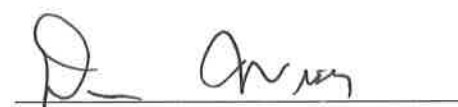
FOR THE CITY:


Cory Mason, Mayor



Tara McMernamin, Assistant City Clerk


Q.A. Shakoor, II, Chairman
Finance Committee


James Morgenroth, Vice Chairman
Finance Committee


Dennis Wiser, Finance Committee


Mary Land, Finance Committee


Henry Perez, Finance Committee


Timothy Thompkins, Human Resources Manager

APPENDIX “A” – SALARY SCHEDULE

JANUARY 1, 2018
+1.0%

Pay Grade, Pay Range & Class Title	Starting	1 Year	2 Years	3 Years	4 Years
PH-2 Hourly	26.84	28.33	29.93	31.30	32.88
Overtime	27.80	29.35	31.00	32.42	34.06
Bi-Weekly	2,147.20	2,266.40	2,394.40	2,504.00	2,630.40
Monthly	4,652.27	4,910.53	5,187.87	5,425.33	5,699.20
Annual	55,827.20	58,926.40	62,254.40	65,104.00	68,390.40
Police Officer	Starting	6 Months			
PH-3 Hourly	32.49	33.23	-	-	-
Overtime	33.65	34.42	-	-	-
Bi-Weekly	2,599.20	2,658.40	-	-	-
Monthly	5,631.60	5,759.87	-	-	-
Annual	67,579.20	69,118.40	-	-	-
PH-4 Hourly	34.48	35.27	-	-	-
Overtime	35.72	36.53	-	-	-
Bi-Weekly	2,758.40	2,821.60	-	-	-
Monthly	5,976.53	6,113.47	-	-	-
Annual	71,718.40	73,361.60	-	-	-
Investigators					
Criminalist					
Traffic Investigators					

JULY 1, 2018
+1.0% with +\$0.14/hr

Pay Grade, Pay Range & Class Title	Starting	1 Year	2 Years	3 Years	4 Years
PH-2 Hourly	27.25	28.75	30.37	31.75	33.35
Overtime	28.23	29.78	31.46	32.89	34.55
Bi-Weekly	2,180.00	2,300.00	2,429.60	2,540.00	2,668.00
Monthly	4,723.33	4,983.33	5,264.13	5,503.33	5,780.67
Annual	56,680.00	59,800.00	63,169.60	66,040.00	69,368.00
Police Officer		6 Months			
	Starting				
PH-3 Hourly	32.95	33.70	-	-	-
Overtime	34.13	34.91	-	-	-
Bi-Weekly	2,636.00	2,696.00	-	-	-
Monthly	5,711.33	5,841.33	-	-	-
Annual	68,536.00	70,096.00	-	-	-
PH-4 Hourly	34.96	35.76	-	-	-
Overtime	36.21	37.04	-	-	-
Bi-Weekly	2,796.80	2,860.80	-	-	-
Monthly	6,059.73	6,198.40	-	-	-
Annual	72,716.80	74,380.80	-	-	-
Investigators					
Criminalist					
Traffic Investigators					

JANUARY 1, 2019
+1.0%

Pay Grade, Pay Range & Class Title	Starting	1 Year	2 Years	3 Years	4 Years
PH-2 Hourly	27.52	29.04	30.67	32.07	33.68
Overtime	28.51	30.08	31.77	33.22	34.89
Bi-Weekly	2,201.60	2,323.20	2,453.60	2,565.60	2,694.40
Monthly	4,770.13	5,033.60	5,316.13	5,558.80	5,837.87
Annual	57,241.60	60,403.20	63,793.60	66,705.60	70,054.40
Police Officer	Starting	6 Months			
PH-3 Hourly	33.28	34.04	-	-	-
Overtime	34.47	35.26	-	-	-
Bi-Weekly	2,662.40	2,723.20	-	-	-
Monthly	5,768.53	5,900.27	-	-	-
Annual	69,222.40	70,803.20	-	-	-
PH-4 Hourly	35.31	36.12	-	-	-
Overtime	36.58	37.42	-	-	-
Bi-Weekly	2,824.80	2,889.60	-	-	-
Monthly	6,120.40	6,260.80	-	-	-
Annual	73,444.80	75,129.60	-	-	-
Investigators Criminalist Traffic Investigators					

JULY 1, 2019
+1.0% with +\$0.08/hr

Pay Grade, Pay Range & Class Title	Starting	1 Year	2 Years	3 Years	4 Years
PH-2 Hourly	27.88	29.41	31.06	32.47	34.10
Overtime	28.88	30.46	32.17	33.63	35.32
Bi-Weekly	2,230.40	2,352.80	2,484.80	2,597.60	2,728.00
Monthly	4,832.53	5,097.73	5,383.73	5,628.13	5,910.67
Annual	57,990.40	61,172.80	64,604.80	67,537.60	70,928.00
Police Officer	Starting	6 Months			
PH-3 Hourly	33.69	34.46	-	-	-
Overtime	34.90	35.70	-	-	-
Bi-Weekly	2,695.20	2,756.80	-	-	-
Monthly	5,839.60	5,973.07	-	-	-
Annual	70,075.20	71,676.80	-	-	-
PH-4 Hourly	35.74	36.56	-	-	-
Overtime	37.02	37.87	-	-	-
Bi-Weekly	2,859.20	2,924.80	-	-	-
Monthly	6,194.93	6,337.07	-	-	-
Annual	74,339.20	76,044.80	-	-	-
Investigators Criminalist Traffic Investigators					

JANUARY 1, 2020
+1.25%

Pay Grade, Pay Range & Class Title	Starting	1 Year	2 Years	3 Years	4 Years
PH-2 Hourly	28.23	29.78	31.45	32.88	34.53
Overtime	29.24	30.85	32.58	34.06	35.77
Bi-Weekly	2,258.40	2,382.40	2,516.00	2,630.40	2,762.40
Monthly	4,893.20	5,161.87	5,451.33	5,699.20	5,985.20
Annual	58,718.40	61,942.40	65,416.00	68,390.40	71,822.40
Police Officer	Starting	6 Months			
PH-3 Hourly	34.11	34.89	-	-	-
Overtime	35.33	36.14	-	-	-
Bi-Weekly	2,728.80	2,791.20	-	-	-
Monthly	5,912.40	6,047.60	-	-	-
Annual	70,948.80	72,571.20	-	-	-
PH-4 Hourly	36.19	37.02	-	-	-
Overtime	37.49	38.35	-	-	-
Bi-Weekly	2,895.20	2,961.60	-	-	-
Monthly	6,272.93	6,416.80	-	-	-
Annual	75,275.20	77,001.60	-	-	-
Investigators Criminalist Traffic Investigators					

JULY 1, 2020
+1.25%

Pay Grade, Pay Range & Class Title	Starting	1 Year	2 Years	3 Years	4 Years
PH-2 Hourly	28.58	30.15	31.84	33.29	34.96
Overtime	29.60	31.23	32.98	34.48	36.21
Bi-Weekly	2,286.40	2,412.00	2,547.20	2,663.20	2,796.80
Monthly	4,953.87	5,226.00	5,518.93	5,770.27	6,059.73
Annual	59,446.40	62,712.00	66,227.20	69,243.20	72,716.80
Police Officer	Starting	6 Months			
PH-3 Hourly	34.54	35.33	-	-	-
Overtime	35.78	36.60	-	-	-
Bi-Weekly	2,763.20	2,826.40	-	-	-
Monthly	5,986.93	6,123.87	-	-	-
Annual	71,843.20	73,486.40	-	-	-
PH-4 Hourly	36.64	37.48	-	-	-
Overtime	37.95	38.82	-	-	-
Bi-Weekly	2,931.20	2,998.40	-	-	-
Monthly	6,350.93	6,496.53	-	-	-
Annual	76,211.20	77,958.40	-	-	-
Investigators Criminalist Traffic Investigators					

SIDE LETTER OF AGREEMENT
Regarding 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.