

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

**2021-2024**

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## **AGREEMENT**

**THIS AGREEMENT** effective the 1<sup>st</sup> day of January, 2021, 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 insurance beginning with the first day of the month following employment. The Employer shall define a notional health insurance premium. Beginning January 1, 2020, the premium share members will pay via payroll deduction shall be 7.5% of the health insurance premium for the coverage type (single or family) selected by the member, 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. **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. **Insurance for Retired Employees:** Subject to the required employee's percentage premium share contribution, the City shall pay the premiums on 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 insurance for the surviving spouse and dependent family members of the deceased officer until such time as the surviving spouse remarries.

- b. **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 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 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 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.
- 3. **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.
  - 4. **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.
  - 5. **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.
  - 6. **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.

7. **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 – 80 hours.
  - (2) After seven (7) continuous years of employment – 120 hours.
  - (3) After fourteen (14) continuous years of employment – 144 hours.
  - (4) After seventeen (17) continuous years of employment – 160 hours.
  - (5) After twenty-three (23) continuous years of employment – 200 hours.
- 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 four (4) hours per full month of employment up to November 1<sup>st</sup>, not to exceed forty (40) hours. Thereafter, time in service on or before December 31<sup>st</sup> 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 31<sup>st</sup>, 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 31<sup>st</sup> 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 31<sup>st</sup>, 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, 2021, to and including December 31, 2024, 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.  $\geq 6$  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 " $\geq 6$  Months" PA-4.5 Wages
2. Lieutenants (PA-5):
  - a.  $\geq 6$  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 " $\geq 6$  Months" PA-5 Wages

Additionally, within 60 days of May 16, 2023, the City will pay a \$2,000.00 non-base building retention bonus to all Staff Officers Association members who remain employed by the City as of the date said payment is made.

Beginning July 1, 2023, new hires who become and remain residents of the City of Racine within 18 months of their date of hire will be eligible for a 3% pay increase above and beyond what is agreed upon for non-resident members.

## **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 1<sup>st</sup> 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 fourteen (14) work days as follows:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- ½ Day Spring Break (Friday before Easter)
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day before Christmas
- Christmas Day
- ½ Day before New Year's Day
- Five Floating Holidays

The work schedule set out in Article 8 is computed so as to include the 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 holidays listed above. Employees assigned to work a 5-2 work schedule will observe the eleven (11) 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 eight (8) hours per month, or ninety-six (96) hours of sick leave per year, with full pay at their regular rate.
- C. **Accumulations:** Sick leave shall be accumulative up to twelve hundred (1200) hours. 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. Upon retirement, death or total disability on or before 06/30/2023, an employee shall be paid fifty percent (50%) of sick leave time accumulated up to a maximum accumulation of 1,120 hours. This shall remain effective through 06/30/2023.

Effective 07/01/2023, the City will payout half of all of the hours in the individual sick leave bank as of 02/28/2023 above 420 hours, up to a maximum accumulation of 1,120 hours, at the individual's rate of pay as of 01/01/2023. Eligible employees must either opt into or opt out of this payout no later than 07/01/2023. Failure to opt in or opt out by 07/01/2023 will result in the member being deemed to have opted out. The hours for which payout is received shall be deducted from accumulated sick leave. The payout shall be made no later than 10/01/2023. There shall be no further sick leave payouts for any members after the payouts provided herein.

- 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 overtime 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. Special call-in reimbursement shall be allowed in the case of court time or command overtime assignments for Sergeants and Lieutenants. 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 or the Lieutenant's overtime rate, whichever is greater. In the event overtime work is worked as an extension of a Sergeant's or a Lieutenant'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 or the Lieutenant's straight time hourly rate or pay at the Sergeant's or the Lieutenant's overtime hourly rate.

The Chief of the Department in his/her sole discretion shall determine the form of such reimbursement. A Sergeant or Lieutenant 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 or Lieutenant has accumulated a maximum credit, he shall be paid at time and one-half (1 ½) his/her hourly rate for overtime worked until the compensatory time to his/her credit is reduced below the maximum herein provided.

In no case may a Sergeant or Lieutenant work overtime without the specific approval of her/his supervisor.

The pay rate for overtime for Sergeants and Lieutenants 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, 2021 and remain in effect until December 31, 2024. 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 1<sup>st</sup> 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. Members who are in the process of earning their 60 college credits within the first five years of their employment will not be eligible to take an unpaid leave of absence to attend college full-time.
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.

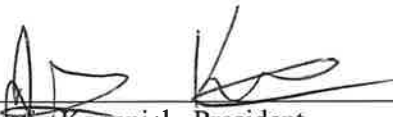
## **ARTICLE XXVII**

### **PAID PARENTAL LEAVE**

Beginning January 1, 2023, any member who is eligible for and uses federal or state Family and Medical Leave (FMLA), for the birth of a child or for the placement with the member of a child for adoption or foster care, shall be granted up to 320 hours of paid leave at the member's then-regular hourly pay rate to be used during the FMLA period.

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 21 day of January, 2026.


**FOR THE SOA:**


  
Justin Koepnick, President

  
Jacob Smetana, Vice President

  
Kevin Sell, Secretary/Treasurer

**FOR THE CITY:**

  
Cory Mason, Mayor

  
Tara Coolidge, City Clerk  
McMenamin

  
Mary Land, Chairman  
Finance & Personnel Committee

  
Grace Allen, Vice-Chairman  
Finance & Personnel Committee

  
Maurice Horton  
Finance & Personnel Committee

  
Jens Jorgensen  
Finance & Personnel Committee

  
Tyler Townsend  
Finance & Personnel Committee

  
La'Neka Horton  
Human Resources Manager

APPENDIX 'A' – JANUARY 1, 2021 WAGE SCHEDULE  
+4.0%

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	42.08	42.94
	336.64	343.52
	7293.87	7442.93
	87,526.40	89,315.20
Sergeants		
PA-5	45.88	47.29
	367.04	378.32
	7952.53	8196.93
	95,430.40	98,363.20
Lieutenants		

APPENDIX 'B' – JANUARY 1, 2022 WAGE SCHEDULE  
+4.0%

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	43.76	44.65
	350.08	357.20
	7585.07	7739.33
	91,020.80	92,872.00
Sergeants		
PA-5	47.71	49.19
	381.68	393.52
	8269.73	8526.27
	99,236.80	102,315.20
Lieutenants		

APPENDIX 'C' – JANUARY 1, 2023 WAGE SCHEDULE\*

+4.0%

NON-RESIDENT MEMBERS\*

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	45.51	46.44
	364.08	371.52
	7888.40	8049.60
	94,660.80	96,595.20
Sergeants		
PA-5	49.62	51.15
	396.96	409.20
	8600.80	8866.00
	103,209.60	106,329.00
Lieutenants		

\* Beginning July 1, 2023, new hires who become and remain residents of the City of Racine within 18 months of their date of hire will be eligible for a 3% pay increase above and beyond what is agreed upon for non-resident members.

Additionally, within 60 days of May 16, 2023, the City will pay a \$2,000.00 non-base building retention bonus to all Staff Officers Association members who remain employed by the City as of the date said payment is made.

APPENDIX 'D' – JANUARY 1, 2024 WAGE SCHEDULE

+3.0%

NON-RESIDENT MEMBERS\*\*

Pay Grade, Pay Range & Class Title	Starting	6 Mos.
PA-4.5	46.87	47.83
	374.96	382.64
	8124.13	8290.53
	97,489.60	99,486.40
Sergeants		
PA-5	51.10	52.68
	408.80	421.44
	8857.33	9131.20
	106,288.00	109,574.40
Lieutenants		

\*\* Beginning July 1, 2023, new hires who become and remain residents of the City of Racine within 18 months of their date of hire will be eligible for a 3% pay increase above and beyond what is agreed upon for non-resident members.

**PEER FITNESS STIPEND**

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**2021-2024** – 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.

## APPENDIX 'E'

### SIDE LETTER OF AGREEMENT Four-On – Four-Off Work Schedule

#### Racine Police Association and Staff Officers' Association of the Racine Police Department

1. The following terms and conditions are hereby agreed to by and between the City of Racine Police Department (RPD) and the Racine Police Association (RPA) and by and between RPD and the Police Staff Officers' Association of the Racine Police Department (SOA), properly represented by the undersigned.
2. The items listed below cover process and procedure and where noted, shall be included in a side letter of agreement appended to the RPA and Police SOA 2021-2024 collective bargaining agreements.

#### **I. Minimum Staffing**

Though shift minimum staffing has generally fallen to the discretion of the Shift Commander, for the purposes of developing a framework for the newly created schedule, the minimums for each shift will begin as follows during the trial period. This recommendation does not limit the need to adjust due to emergency staffing needs nor does it eliminate the need to continually evaluate the shift staffing needs.

Day Shift – 8

Early Power Shift – 8

Late Power Shift – 8

Night Shift – 8

Historically, Shift Commanders have had the discretion to use “soft” staffing minimums to schedule a staffing cushion for possible sick call ins. The recommendation being advanced is that this discretion and practice be eliminated and shifts operate strictly on a “hard” minimum basis.

As a guideline for personnel allocation, it is agreed that administration should make every reasonable effort to ensure that the patrol shifts are staffed to “two over minimum”. This staffing guideline shall be used when making decisions on lateral transfers and promotional transfer. It is the understanding of the Associations that the administration will have all final authority to allocate personnel as dictated by circumstances.

#### **II. Administrative Section**

It is the recommendation of the committee that members on extended leave whether administrative, medical or otherwise, be placed in an “Administrative Section” for the purposes

of shift staffing and personnel allocation. The term “extended” would refer to a member that is in in-active status and does not have an expected return date to full duty status. Once a member has been placed into the administrative section, the Patrol Deputy Chief will then evaluate the subsequent shift vacancy for a temporary assignment or as the circumstances dictate, a potential permanent assignment. The member returning from in-active status to full duty status will return to their “home” shift. Active members posting for this temporary position shall understand that they would return to their “home” shift once the in-active member returns to full duty status.

### **III. In-service**

Officers assigned to the Patrol Division will attend their yearly in-service on scheduled days off and those work hours will be credited to their Flexible Work Hours. The Training Unit shall post the annual in-service schedule by Jan 1<sup>st</sup> of each year. Officers will be allowed to request an alternate date to attend in-service once the schedule is posted. The requesting officer will be limited to in-service dates within his/her day off group. The request to change in-service dates must be in writing directed to the Officer’s direct supervisor and must be a minimum of 30 days prior to the first affected date.

### **IV. Training**

Members attending training that is required will receive overtime compensation for any hours worked outside of their scheduled work hours for that pay period. Members voluntarily attending training that is not required but with departmental approval shall be allowed to reschedule that off day, based upon manpower at the time the training is approved for any hours worked outside of their scheduled work hours.

### **V. Hold Over/Call-in Procedure**

Hold over and call-in procedure will be governed by the Overtime Side Letter of Agreement found in Appendix C of the 2021-2024 RPA and Appendix ‘F’ of the 2021-2024 Police SOA collective bargaining agreements.

### **VI. FTO Compensation**

Under the current procedure, Field Training Officers receive compensation at the rate of 0.1 per hour of time training a new recruit. Under the newly proposed 10.5 hour shifts, the current compensation rate would create a decimal conversion. It is recommended that all FTOs receive 1.1 hour of compensation for the full 10.5 hour shift.

### **VII. K-9 Unit**

K-9 Handlers will select a “home” shift based on departmental seniority at the time of initial shift posting. The K-9 Handlers will be assigned as follows based on Unit seniority. This

recommendation does not limit the need to adjust due to emergency staffing needs nor does it eliminate the need to continually evaluate the shift staffing needs.

- 1 Dual-Purpose – Day Shift (Squad A)
- 1 Dual Purpose – Early Power Shift (Squad B)
- 1 Explosive Purpose – Early Power Shift (Squad A)
- 1 Dual Purpose – Late Power Shift (Squad A)
- 1 Dual Purpose – Night Shift (Squad B)

Once the K-9 retires, the officer returns to their home shift and the new K-9 handler fills the K-9 position for that shift (or as determined by Unit seniority). K-9 Officers will be counted toward staffing minimums for the foreseeable future.

### **VIII. Traffic Investigators**

Traffic Investigators will be assigned in the following manner:

- Day Shift – 6:00 a.m. – 4:30 p.m. – 2 Traffic Investigators working Squad A
- Day Shift – 6:00 a.m. – 4:30 p.m. – 1 Traffic Investigator working Squad B
- Early Power Shift – 10:30 a.m. – 9:00 p.m. – 1 Traffic Investigator working Squad A or Squad B

### **IX. Special Vacation Request**

The committee recommends that language be added to the Vacation General Order to allow members to Special request a week of Floating Holiday time once all vacation time has been selected. This would also include special vacation requests.

### **X. Patrol Division Command Structure for Patrol Shifts**

The command structure for the Patrol Shifts will be as follows, assuming a fully-staffed command staff:

#### **Day Shift Patrol:**

- 1 Lieutenant 7:00 am – 5:30 pm working evenly staggered workweek between Squads A & B (Squad C).
- 1 Sergeant 6:00 am – 4:30 pm as the Roll Call Sergeant working an evenly staggered workweek opposite of Lieutenant (Squad D).
- 2 Sergeants 7:00 am – 5:30 pm working Squad A
- 2 Sergeants 7:00 am – 5:30 pm working Squad B

**Early Power Shift Patrol:**

1 Lieutenant 10:30 am – 9:00 pm working evenly staggered workweek between Squads A & B (Squad D).

1 Sergeant 10:00 am – 8:30 pm as the Roll Call Sergeant working an evenly staggered workweek opposite of Lieutenant (Squad C).

1 Sergeant 10:30 am – 9:00 pm working Squad A

1 Sergeant 10:30 am – 9:00 pm working Squad B

**Late Power Shift Patrol:**

1 Lieutenant 9:30 pm – 4:00 am working evenly staggered workweek between Squads A & B (Squad C).

1 Sergeant 9:00 pm \_ 3:30 am as the Roll Call Sergeant working an evenly staggered workweek opposite of Lieutenant (Squad D).

1 Sergeant 9:30 pm – 4:00 am working Squad A

1 Sergeant 9:30 pm – 4:00 am working Squad B

**Night Shift Patrol:**

1 Lieutenant 9:00 pm – 7:30 am working evenly staggered work week between Squads A & B (Squad D).

1 Sergeant 8:30 pm – 7:00 am pm as the Roll Call Sergeant working an evenly staggered workweek opposite of Lieutenant (Squad C).

2 Sergeants 9:00 pm – 7:30 am working Squad A

2 Sergeants 9:00 pm – 7:30 am working Squad B

Minimum Staffing Levels will be worked out among overlapping shifts to ensure constant staffing of 2 supervisors on duty at all times.

**XI. Interpretation and Expiration**

Where a conflict arises between the parties over the application of this MOA side letter of agreement, the City and the RPA and/or Police SOA Board of Directors will meet in an attempt to clarify or modify this agreement.

**This side letter of agreement shall be attached as an appendix to the 2021-2024 collective bargaining agreement between the City of Racine and Racine Police Association/Police Staff Officers' Association. The terms of this side letter of agreement shall expire on December 31, 2024, unless the parties mutually agree, in writing, to extension or modification of the terms of the side letter of agreement.**

This side letter of agreement is made and entered into the date last signed.

For the City

Date: 01/28/2026



Chief of Police  
Alexander Ramirez

For the City

Date: February 3, 2026



City Attorney  
Scott Letteney

For the RPA

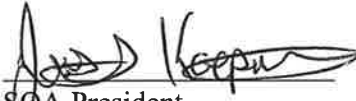
Date: 01/23/2026



RPA President  
Kevin Kupper

For the SOA

Date: 1/21/26



SOA President  
Justin Koepnick

## APPENDIX 'F'

### SIDE LETTER OF AGREEMENT

#### Overtime

#### Racine Police Association and Staff Officers' Association of the Racine Police Department

This side letter of agreement is intended to clarify overtime opportunities for RPD bargaining and divisional unit members (grievances 00-11 and 07-09), and address staffing shortages at the patrol shift level during increases in position vacancies and officers unable to work due to illness/injury. This side letter of agreement shall be a guide for situations that require bargaining and divisional unit members to staff special events, special assignments, and divisional shift needs.

#### A. Special Events and Special Assignments (14 or More Days Out)

1. When a special event or special assignment is known 14 days in advance or more, and that special event or special assignment requires bargaining unit members to staff the overtime opportunity, the City shall post the special event or special assignment for 5 days, offering the overtime opportunity to bargaining unit members.
2. When the 5-day posting process is complete, overtime shall be awarded to bargaining unit members by bargaining unit seniority.
3. In the event that the overtime opportunity is not filled, the City shall utilize reverse seniority, ordering in the least senior bargaining unit member(s), until the vacancy or vacancies are filled.
4. Each posting will be treated as one overtime opportunity. The goal will be to award as many bargaining unit members an overtime opportunity by bargaining unit seniority. If assignments are still available after exhausting the requests, the opportunities will return to the top of the list, and second overtime assignments will be awarded by bargaining unit seniority. This process will continue until all assignments are awarded.

#### B. Special Events/Assignments (1-13 Days' Notice):

1. When an overtime need exists on a particular shift due to a special assignment or special event and is known between 24 hours and 13 days in advance, the City shall utilize the Planit Schedule program to notify RPA members by way of text, email and Planit app alert of the overtime opportunity.
2. Supervisors will attempt to estimate the duration of the overtime opportunity when possible. Each member accepting the overtime slot shall be responsible to know if there is a conflict with his/her regular assigned duties before acceptance, and if he/she is qualified to perform the assignment or to perform regular patrol duties if assigned by the shift commander.

3. Members who wish to be notified of overtime opportunities will need to provide a cellular phone number in the Planit Schedule. Notifications will be made by one mass alert per known overtime need. Supervisors will award the overtime opportunity to the most senior RPA member. Supervisors will attempt to allow as much time as possible for all alerted members to have an opportunity to respond prior to awarding the overtime. Each overtime alert will be treated as one occurrence and will be filled by RPA seniority. The next known overtime opportunity will then again be awarded to the most senior RPA member that responds.
  
4. If a member is passed over for an assignment that he/she should have been offered, the City and the affected member will resolve the mistake by offering the member an overtime opportunity that is mutually agreeable to the two parties, within 45 days. The type of assignment will be at the discretion of management, but it would typically involve a topic of need (traffic enforcement, violence suppression activities, truancy patrols, etc.). This resolution applies only to those assignments that pertain to the RPA On-Call List for Special Events/Assignments (1-13 Days' Notice.)

C. Patrol Division Overtime Needs

Minimum Shift Staffing (Known 1-10 Days in Advance)

If there is a need to fill a particular shift to minimum staffing levels, and that need is known 1-10 days in advance the City will poll Patrol unit members of the squad on day off of the particular shift. The City will award the overtime opportunity to Patrol members by order of Patrol squad seniority. If the need is not filled, the City will make all RPA members aware of the overtime opportunity via Planit and award the overtime to the most senior RPA member. If the need is still not filled, the City shall use reverse seniority, ordering the least senior Patrol squad member of the squad on day off of the particular shift to work until the overtime need is filled. When forced order-ins occur, they shall be on a rotating basis and the Shift Commander will start with the least senior member and continue upward in seniority until the overtime vacancy is filled. The next forced order-in will start with a call to the next least senior member and continue upward in seniority until the vacancy is filled. After the list is exhausted, call ins will begin again at the bottom of the list by seniority. Members that volunteer for forced order-ins will be exempt from forced order-in until the rotation makes it back to that member each shift will be responsible for maintaining accurate records of the rotating forced order-in list. If any member is ordered in, that member may find a replacement member from another Patrol shift, Traffic Investigations, Investigations, as long as the replacement is qualified to perform the function, and it does not conflict with his/her regular shift duties.

Qualified members will be those who can demonstrate a functional level of proficiency in all current Patrol policies, procedures, equipment, and software programs in use at the time of the overtime opportunity.

#### Minimum Shift Staffing (Known more than 10 Days in Advance):

At the discretion of the Chief of Police, or his designee, the City can decide to deviate from the provision above and fill staffing levels by Overtime posting. This provision is intended to decrease potential officer fatigue from repeatedly ordering the least senior officers to work Overtime. When Patrol staffing levels are being filled by Overtime posting for different shifts, the City shall post the openings with a 5 day posting. The posting will specify the date and time of the needs on the posted shift. RPA and SOA members will be allowed to post for the overtime. The openings will be filled by Patrol Officers. If the need is not filled by Patrol Officers, Traffic Investigators and Investigators will be allowed to fill any of the remaining openings. If the need is not filled with Traffic Investigators and Investigators, Sergeants will be allowed to fill any of the remaining openings. If the need is still not filled, Lieutenants will be allowed to fill any of the remaining openings. If the need is still not filled, the City may use reverse seniority, ordering the least senior Patrol squad member of the squad on day off of the particular shift to work until the need is filled. If the least senior member is ordered in, that member may find an member from another Patrol shift, Traffic Investigations, Investigations, Sergeants and Lieutenants as long as the replacement is qualified to perform the function, and does not conflict with his/her duties. All overtime slots will be awarded by RPA seniority. Sergeant and Lieutenant overtime will be determined by departmental seniority (Date of Hire). When forced order-ins occur, they shall be on a rotating basis and the Shift Commander will start with the least senior member and continue upward in seniority until the overtime vacancy is filled. The next forced order-in will start with a call to the next least senior member and continue upward in seniority until the vacancy is filled. After the list is exhausted, calls will again begin at the bottom of the list by seniority. Members that volunteer for a forced order-in will be exempt from forced order-in until the rotation makes it back to that member. Each shift will be responsible for maintaining accurate records of the rotating order-in list.

Qualified members will be those who can demonstrate a functional level of proficiency in all current Patrol policies, procedures, equipment, and software programs in use at the time of the overtime opportunity.

#### D. Emergency Hold-Over Situations

Whenever there is a need to hold over a shift for emergency, situational or staffing needs, the City shall offer the hold over overtime opportunity to the shift immediately prior to the need, utilizing divisional seniority. If the need is not filled, the City shall utilize reverse seniority, ordering over the least senior divisional member(s) until the overtime need is filled. The Shift Commander shall make a reasonable effort to decide whether an overtime opportunity exists in an attempt to include members from early and late shifts (where applicable) {grievance 05-04}. The Shift Commander should notify members of the anticipated length of the overtime tour. This hold-over situation would usually not exceed past the start time of the next subsequent shift. If a need exists to fill the entire shift, or if a situation occurs during a shift when more personnel are needed, the Shift Commander shall utilize Planit to alert all RPA members of the overtime opportunity. If the need is still not filled, City shall use reverse seniority, utilizing the affected division shift seniority until the need is filled. When forced hold-overs occur, they shall be on a rotating basis and the Shift

Commander will start with the least senior member and continue upward in seniority until the need is filled. The next hold-over will start with the next least senior member and continue upward in seniority until the need is filled. After all members from the affected day-off group have been subject to a hold-over, the list will be considered exhausted and calls will again begin at the bottom of the list by seniority. Members that volunteer for a hold-over will be exempt from forced hold-over during until the rotation makes it back to that member. Each shift will be responsible for maintaining accurate records of the rotating forced order-in list.

E. Emergency Call-In Situations

Whenever an emergency call-in situation exists, the City shall call in the next scheduled shift within the affected division, utilizing divisional seniority. If the need is not filled in a reasonable amount of time depending on the need, the City shall utilize Planit to notify all RPA members of the overtime opportunity. If the need is still not filled, the City shall utilize reverse seniority, ordering the least senior division member(s) of the affected shift until the need is filled. When forced hold-overs occur, they shall be on a rotating basis and the Shift Commander will start with the least senior member and continue upward in seniority until the need is filled. The next hold-over will start with the next least senior member and continue upward in seniority until the need is filled. After all members from the affected day-off group have been subject to a hold-over, the list will be considered exhausted and calls will again begin at the bottom of the list by seniority. Members that volunteer for a call-in will be exempt from forced call-in until the rotation makes it back to that member. Each shift will be responsible for maintaining accurate records of the rotating forced order-in list. A shift commander will find department members at his/her discretion, if more members are needed.

F. Exclusions

No member shall be forced to work more than two of their four off days.

No member shall be forced to work a shift outside of their home shift.

If a member is forced on their off day they are not subject to a forced hold over on the next shift, unless the entire shift is being held over.

G. Historical Special Events

The Fourth of July Parade, Fourth of July Fireworks, and the Rotary Post Prom may still require regularly scheduled members to report to work early for their tour of duty, as a shift, to accomplish the goals of these large scale events.

H. Interpretation and Expiration

Where a conflict arises between the parties over the application of this side letter of agreement, the City and the RPA or Police SOA Board of Directors will meet in an attempt to clarify or modify this agreement.

**This side letter of agreement shall be attached as an appendix to the 2021-2024 collective bargaining agreement between the City of Racine and Racine Police Association/Police Staff Officers' Association. The terms of this side letter of agreement shall expire on December 31, 2024, unless the parties mutually agree, in writing, to extension or modification of the terms of the side letter of agreement.**

This side letter of agreement is made and entered into the date last signed.

For the City

Date: 01-28-2026



Chief of Police  
Alexander Ramirez

For the City

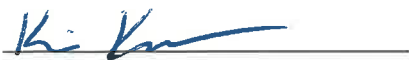
Date: February 3, 2026



City Attorney  
Scott Letteney

For the RPA

Date: 01/22/26



RPA President  
Kevin Kupper

For the SOA

Date: 1/21/26



SOA President  
Justin Koepnick