MEMORANDUM

Date: March 15, 2012

To: Personnel Committee
From: Pamela A. Captain, City Attorney/HR Director
PAC

RE: Police Union Contract (Local 603) & Educational Incentive Program

As a result of a combination of the settlement of the Police Union contract and the resignation of the Human Resources Specialist, I, along with other city staff set up new payroll parameters. For example, on each payroll check we have added a line item identifying the amount of which is paid by each police officer towards WRS (1.9% gross income). We also added a line item on each payroll check identifying the educational incentive amount paid to those officers who hold college degrees.

According to ARTICLE IV – WAGES AND WAGE BENEFIT, paragraph H: "Any such officer who receives or holds a degree from an accredited college or university and presents such certification to the Chief of Police and has attained Step IV shall receive the following monthly compensation not to be pyramided:

Bachelors Degree	$100.00
Masters Degree	$125.00
Doctorate	$150.00

The Union president brought to my attention that certain officers who had Associates Degrees had been receiving $75.00 per month extra compensation. He asked why these payments were being stopped. I responded that I was following the contract language and that if additional compensation had been paid in the past that it was a mistake and should not have been paid since it was not in the union contract.

A historical review of past contracts shows language indicating that $75.00 per month had been paid as extra compensation to officers who had associate degrees/credits. In the early 1990's contract language changes began, reflective of the change in the law that mandated educational requirements for law enforcement personnel. The January 1, 1995 – December 31, 1997 contract contained language providing for $75.00 per month extra compensation to officers with an associates degree or equivalent college credits. That provision was dropped beginning with the January 1, 1998 – December 31, 2000 union contract. That language has not been in the contract since 2000.

The Union is requesting that such payments continue to those officers who were receiving the $75.00 per month extra compensation. This will apply to 3 officers.

care coverage and otherwise meets the eligibility requirements of the plan.

H. Life Insurance

Police officers shall be entitled to subscribe to, or to continue to participate in, the State Group Life Insurance Program provided by the City and in accordance with the provisions of that program. The City shall continue to pay the City's share of the premiums for such life insurance.

I. Educational Incentive Program

1. When it has been certified that a police officer employed after January 1, 1976 has received credits for Police Science courses his/her monthly compensation shall be increased according to the following schedule:

   a. Each employee's compensation shall be increased $5 per month for each three (3) credits earned up to $50 for 30 credits.

   b. The monthly maximum amounts listed below shall be paid to officers for attaining these described degrees:

      Associate Degree ..... $ 75.00
      Bachelors Degree $100.00
      Masters Degree $125.00
      Doctorate Degree $150.00

   c. Any employee who earns in excess of 30 credits shall receive an increase in compensation only upon reaching the 65 credits required in sub-section b above.

   d. No payment shall be paid for school credits while an employee is a probationary employee.

2. When it has been certified that a police officer employed prior to January 1, 1976 has received credits for police science courses, his/her monthly compensation shall be increased $5 per month for each three (3) credits earned up to a maximum of 69 credits. Sixty-five (65) of those credits must be earned in accordance with the requirements for the Associate's Degree in police science, or Bachelor's Degree in criminal justice.

   The following credits will be allowed for those having qualified on or before December 31, 1982 up to a maximum of four (4):

   a. Advanced first aid certification 1 credit

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b. Latent fingerprinting school taught by the FBI — 1 credit

c. Police management course — 1 credit

Subsequent credits will be allowed as follows with limitations as stated:

a. Breathalyzer Technician: one maximum — 3 credits

b. Polygraph Operator: one maximum — 3 credits

c. Certified Scuba Diver: three maximum — 3 credits

d. Emergency Medical Technician: Credits in this category will be applicable only to and when a total of five (5) such technicians are qualified and available for scheduling.

e. Breathalyzer certification — 1 credit

f. Arson Investigation — 3 credits

All employees hired prior to January 1, 1976 who have attained more than 69 credits shall receive as maximum payment the compensation received for credits earned prior to January 1, 1976 at a rate of $5 per month for each three (3) credits earned.

3. It is understood that credits referred to herein are the credits taken at any Education Institution approved by the Police Chief, applying toward an Associate's Degree in Police Science, or a Bachelor's Degree in Criminal Justice, at a university or college approved by the Police Chief.

4. In order to receive payment for school credits applying toward the Associate's Degree but earned prior to employment by the Menasha Police Department, at least 25% of such credits must be in courses relating directly to law enforcement as determined by the Police Chief. Payment for credits applying toward and including an Associate Degree will only apply to officers hired prior to commencement of Wisconsin mandated educational requirements for law enforcement personnel.

5. A monthly remuneration for those credits shall commence on the February 1 or August 1 next following certification. Certification shall be by the Chief and Mayor to the City Clerk.

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J. Retirement

1. Aside from contributing the employer's contribution to the Wisconsin Retirement System, the City shall also pay up to 7% of each eligible employee's gross compensation to offset the employee's contribution to the fund.

K. Section 125 Plan

Install a Section 125 Plan and allow employees to participate as soon as administratively possible upon settlement of this Agreement. At least 25% of the bargaining unit employees must agree to participate for the plan to be offered. The Section 125 Plan will be offered so long as the Internal Revenue Service offers this tax break.

ARTICLE V - WORKING CONDITIONS

A. Work Hours

1. The normal work day shall consist of an eight-hour, twenty-minute shift for shift work officers. The normal work day shall consist of eight hours for non-shift working officers.

2. The work week will provide a work schedule no less than five working days, two days off, five working days, three days off, five working days, three days off, on a repeating cycle.

3. Officers assigned to various investigative assignments as described in Article IV who normally work a Monday through Friday work schedule, will receive one (1) kelly day every four weeks.