



City of Racine Police Department
Policy and Procedure

Number: 107

Subject: Overtime		
Date Issued: 05-04-84	Date Revised: 11/4/16	Revision Number: 5

POLICY

Overtime shall be paid in a consistent fashion according to the current Memorandum of Agreement between the City of Racine and the Racine Police Association, and the City of Racine and Staff Officers' Association of the Racine Police Department (Memorandum of Agreement), and this procedure.

PROCEDURE

All supervisors shall be cognizant of the provisions of the current Memorandum of Agreement. They shall ensure that overtime is paid in accordance with these agreements.

MEMBER

1. Members shall not be paid overtime in the following incidents:
 - a. In any civil action, matter, or proceeding unless the civil action, matter, or proceeding was a direct result of actions or acts performed in the official scope of employment.
 - b. In any civil action, matter, or proceeding where the member is not appearing on behalf of the City.
 - c. While an officer is on "Ind Acc Pay" (industrial accident pay – TMS code 93) or suspension with or without pay (TMS codes 84 & 85).
 - d. When making an appearance at a function of either association, such as grievance, arbitration or PFC hearings, unless ordered by the City.
 - e. 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 or if the required reports were not submitted for timely approval.
2. When an off-duty officer involves him or herself in an actionable police situation, while off-duty and not working part-time in a law enforcement capacity, whether by choice or circumstance, the member shall receive compensation per special call-in as defined in the Memorandum of Agreement ("Labor Contract") with the approval of the on-duty Shift Commander.
3. When an off-duty officer involves him or herself in an actionable police situation, while off-duty working part-time in a law enforcement capacity and the officer receives approval to continue an investigation on City time, the member may receive compensation for only the actual time worked. This is not a Special Call-In as defined in the Memorandum of Agreement.
4. The off-duty employee may not ever be "clocked-in" while receiving simultaneous compensation, in any form, from any other employer.
5. When any member's shift is extended past their normal end of shift, the member is required to get the approval of the on-duty Shift/Unit Commander, prior to extending their shift, with the exception of being dispatched to a priority 1 CFS. Any member receiving approval to extend their shift must document the name of the approving Shift/Unit Commander along with the associated complaint number in the additional info box in the TMS entry.
6. Members who respond to an emergency or special call in shall follow the established protocol of starting their compensation when they receive the emergency or special call in. The

requesting supervisor shall document the time members are notified in TMS, in place of the member clocking entry. Division Commanders will establish the documentation protocol for supervisors when calling in other members.

7. All supervisory personnel are required to obtain the approval of the on-duty Shift/Unit Commander prior to extending their shift. An acting Shift/Unit Commander, designated by the Shift Unit Commander, will fill this role when the member's Shift/Unit Commander is off duty.
8. Shift/Unit Commanders (including acting Shift/Unit Commanders), who approve a shift extension resulting in extra compensation, shall enter their approval in the Overtime Approval spreadsheet located in the "I." Drive.
 - a. This shall be done prior to ending their tour of duty.
 - b. The approving Shift Commander will notify the newly arriving Shift/Unit Commander of the status and presence of all members below the rank of Lieutenant and all civilian employees whose tour of duty is extended.

RELATED PROCEDURES

- [113 – Part-time Outside Employment](#)
- [1002 – Duty Related Court Appearances](#)
- [Table of Contents](#)

RELATED REFERENCE

Current MEMORANDUM OF AGREEMENT ("Labor Contract") between the CITY OF RACINE and RACINE POLICE ASSOCIATION, and between the CITY OF RACINE and STAFF OFFICERS' ASSOCIATION of the RACINE POLICE DEPARTMENT

RELATED STATUTES

- § 885.06
- § 62.13(5) (d)