

State of Wisconsin

County of Racine

Village of Sturtevant

**RESOLUTION 2023-24  
(04-18-2023)**

**RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY, AND  
LEGAL COMMITTEE OF THE VILLAGE OF STURTEVANT AUTHORIZING A  
MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF  
STURTEVANT AND THE STURTEVANT PROFESSIONAL POLICE  
ASSOCIATION REGARDING THE STURTEVANT POLICE DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT INSURANCE HEALTH AND  
WELFARE BENEFITS LANGUAGE.**

WHEREAS, the Village of Sturtevant authorized a collective bargaining agreement with the Sturtevant Professional Police Association per Resolution 2023-07; and

WHEREAS, modifications were needed to amend language in Article XIV, Section 1; and.

WHEREAS, it is necessary to establish a Memorandum of Understanding between the Village of Sturtevant and Sturtevant Professional Police Association for these modifications.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a Memorandum of Understanding as set forth in Exhibit A which is attached hereto and incorporated herein is authorized and approved.
2. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 18<sup>th</sup> day of April, 2023.

Village of Sturtevant

By 

Michael Rosenbaum, President

Attest 

Cheryl Zamecnik, Village Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is agreed to upon full and final execution between the Sturtevant Professional Police Association of the Wisconsin Professional Police Association Law Enforcement Employee Relations Division (the "Association"), and the Village of Sturtevant (the "VILLAGE").

**WHEREAS**, the Village and the Association recently reached a tentative agreement to enter into a successor Collective Bargaining Agreement ("CBA") with a term of JANUARY 1, 2023 THROUGH DECEMBER 31, 2025; and

**WHEREAS**, while bargaining the aforementioned CBA, the City and the Association agreed to draft and enter into this Agreement to memorialize what the parties have agreed to do with any CBA language impacted by the Wisconsin Employment Relations Commission's decisions in declaratory rulings filed by the City of Racine (Dec. Nos. 39446 & 39447, issued July 6, 2022) "*City of Racine Decisions*", which are presently being appealed before the Dane County Circuit Court, following the full and final resolution of said appeal including any/all subsequent appeals to the *City of Racine Decisions*.

**NOW THEREFORE**, the parties agree to the following:

1. Language Impacted by the *City of Racine Decisions*. The Village and Association agree that, under the *City of Racine Decisions* as originally decided by the Wisconsin Employment Relations Commission, the following struck-out CBA language constitutes a prohibited subject of bargaining under Wis. Stat. § 111.70(4)(mc)6:

### ARTICLE XIV – INSURANCE, HEALTH AND WELFARE BENEFITS

- ~~1. The Municipality agrees to provide health and welfare insurance benefits for police officers. The Village shall contribute \$500.00 per year to each employee's IRS Section 125 plan. The Village will agree that employees may start contributing, up to \$500.00 per year, to the 125 plan after the officer is off probationary status. Each employee covered under this insurance plan shall pay 10% of the monthly premium in 2013 and 12% of the monthly premium effective January 1, 2024.~~

~~————— In the event the Village is unable to obtain retiree health insurance benefits for eligible retiree's (Single/Family Coverage), the Village will reimburse retirees for health insurance they purchase as follows; Single: The amount the employer pays for Single Coverage per month of a current employee. Family: the amount the employer pays for Family coverage per month of a current employee. Employees who retire from the Village between ages of 57 and 65, with twenty (20) years of service with the Village, will be eligible to receive the type of health insurance benefits they were receiving at the time of their retirement (single/family) until they are 65 years old at no cost. Retiree health coverage is eliminated for all employees hired after December 31, 2017. Employees electing retirement at ages 53 thorough 56 (with twenty (20) years of service with the Village) will receive \$1000 per month until age 65 in lieu of Village provided retiree insurance. Effective January 1, 2026 eligible employees who retire and receive retiree coverage through the Village will pay the same amount of the monthly premium they paid when they retired.~~

2. Treatment of Struck-Out Language.  
The parties agree that, in the event the *City of Racine Decisions* are stayed, reversed or modified by a court of law in a manner that would permit the above language, or any portion thereof, to be reinserted into the parties' CBA, and (except as it relates to a stay) all appeals of said decisions have been exhausted, the parties shall reinsert such language, or portion thereof, into the CBA.
  
3. Legislation. The parties further agree that in the event legislation is enacted by the State of Wisconsin prior to the exhaustion of all appeals of the *City of Racine Decisions* that would permit the above language, or any portion thereof, to be reinserted into the parties' collective bargaining agreement, the parties shall reinsert such language, or portion thereof, into the CBA.
  
4. Term & Governing Nature. Upon full and final execution, this Agreement shall immediately be incorporated into the parties' CBA and become the *status quo*, unless modified by the parties in writing during bargaining. All other terms and conditions of the parties' CBA shall apply. If there are conflicts between the CBA and this Agreement, the terms of this Agreement shall govern.

This Agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

Agreed to by:

**Village of Sturtevant:**

JR JR 4/24/23  
 Village President (Date)

Chandra Kain 4/24/23  
 Village Administrator (Date)

[Signature] 04/18/2023  
 Village Chief of Police (Date)

**Sturtevant Professional Police Association:**

Burt McCoy 4/26/23  
 Association President (Date)

N/A  
 Association Secretary (Date)

Denise [Signature] 4/24/23  
 WPPA Business Agent (Date)