

Res. No.

CITY OF SHEBOYGAN

2022-2023

AGREEMENT

SHEBOYGAN PROFESSIONAL POLICE OFFICERS' ASSOCIATION

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1 **AGREEMENT**

2
3 THIS AGREEMENT, made and entered into at Sheboygan, Wisconsin, by and between the CITY OF
4 SHEBOYGAN, a municipal corporation, as municipal employer, hereinafter referred to as "CITY," and the
5 SHEBOYGAN PROFESSIONAL POLICE OFFICERS ASSOCIATION, as the representative of certain employees
6 who are employed by the City of Sheboygan in the Police Department, hereinafter referred to as "ASSOCIATION."
7

8 **WITNESSETH:**

9
10 WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding
11 with respect to the employer-employee relationship which exists between them and to enter into a complete
12 Agreement covering rates of pay, hours of work, and conditions of employment; and
13

14 WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right and
15 opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject
16 of rates of pay, hours of work, and conditions of employment, and incidental matters respecting thereto; and,
17

18 WHEREAS, it is intended that the following Agreement, implemented pursuant to the provisions of Section
19 111.70 Wisconsin Statutes shall be consistent with that legislative authority which devolves upon the Common
20 Council of the City of Sheboygan, the Federal laws and regulations, the Wisconsin Statutes, and insofar as
21 applicable, the rules and regulations relating to or promulgated by the Police and Fire Commission and the Chief of
22 Police; and
23

24 WHEREAS, it is intended by the provisions of this Agreement that there be no abrogation of the duties,
25 rights, obligations, or responsibilities of any agency, board, commission, or department of City government, which
26 is now expressly provided for respectively either by Federal laws and regulations, State Statutes, charter ordinances
27 and ordinances and resolutions of the City of Sheboygan except as expressly limited herein; and
28

29 WHEREAS, it is intended by the parties hereto that the employer-employee relationship that exists
30 now and has heretofore existed by and between the members of the Association and the City, shall continue to be
31 the same in the event this contract is terminated or by virtue of its terms, becomes terminated.
32

33 **ARTICLE I**

34
35 **(a) Consideration:** The consideration for the execution of this binding Agreement is the covenants mutually
36 expressed herein and arrived at by the parties hereto.

1 **(b) Agreement on Behalf of Association:** The Association hereby and herewith covenants, agrees, and
2 represents to the City that the Association is duly authorized and empowered to covenant for and on behalf of all
3 members of the bargaining unit and represents that it and its members will faithfully and diligently abide by and
4 be strictly bound to all of the provisions of the Agreement as herein set forth. The parties agree that in conferences
5 and negotiations, the Association will represent all members of the bargaining unit.

6
7 **(c) Agreement on behalf of the City:** The City hereby and herewith covenants, agrees, and represents
8 to the Association that the City, under the express limitations of this Agreement, is duly authorized and empowered
9 to covenant for and on behalf of the City and for itself represents that it will faithfully and diligently abide by and
10 be strictly bound to all of the provisions of this Agreement as herein set forth.

11
12 **(d) Non-discrimination:** The parties agree that their respective policies will not violate the rights or
13 discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin,
14 association, affiliation, or non-association, or in the application or interpretation of the provisions of this
15 Agreement.

16
17 **(e) Conditions and Duration of Agreement:** This Agreement reached as a result of collective bargaining
18 represents the full and complete agreement between the parties and supersedes all previous agreements between
19 the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the
20 unlimited right and opportunity to make demands and proposals with respect to any subject as provided by Wisconsin
21 Statutes 111.70 and that the agreements arrived at by the parties after the exercise of that right and opportunity are
22 set forth in this Agreement.

23
24 This Agreement shall remain in full force and effect until its expiration date December 31, 2023.

25
26 **(f) Negotiations:** Either party to this Agreement may select for itself such negotiator or negotiators for
27 purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as
28 such party may determine subject to the limitations under Article I (g) 4. No consent from either party shall be
29 required in order to name such negotiator or negotiators.

30
31 **(g) Timetable and Notices:**

32
33 **1.** Conferences and negotiations shall be carried on by the parties hereto, in 2023 beginning one hundred
34 and twenty (120) calendar days prior to the expiration of this Agreement.

1 represented by the Association, and they shall also be covered by the Agreement between the Association and the
2 City.

3
4 **(d) Cooperation:** The Association recognizes its responsibility to cooperate with the City to assure
5 maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

6
7 **(e) Consolidation:** In the event a consolidation occurs in the City, between City and/or County law
8 enforcement departments, or units thereof, the employees of which are in part or in whole within a recognized
9 bargaining unit, and such consolidation results in combining of employees in a department who were members of
10 more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations
11 Commission. The certified representative as determined by the Wisconsin Employment Relations Commission
12 pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no
13 consolidation had occurred until the expiration of the existing contract or agreement.

14
15 **ARTICLE III - MANAGEMENT RIGHTS**

16
17 **(a)** The Association recognizes the rights of the City, the Police and Fire Commission, and the Chief of
18 Police to operate and manage their affairs in all respects in accordance with the laws of the State of Wisconsin,
19 ordinances of the City of Sheboygan, and the Constitution of the United States.

20
21 **(b)** The Association recognizes the exclusive right of the Chief of Police to establish reasonable department
22 rules and regulations in accordance with the laws of the State of Wisconsin, ordinances of the City, and the
23 Constitution of the United States.

24
25 The Association recognizes the rights of the Chief of Police to promulgate reasonable rules and regulations
26 for the Sheboygan Police Department; however, the City of Sheboygan agrees that all new rules and regulations,
27 regarding mandatory subjects of bargaining, shall be submitted to the Association thirty (30) days prior to
28 implementation, with a copy sent to the Association's bargaining representative. Nothing herein shall preclude the
29 Chief from promulgating work rules and S.O.P.'s for emergency purposes so that the thirty (30) day notice is not
30 required.

31
32 **(c)** The Association recognizes the exclusive right of the Chief of Police to direct and supervise the work
33 of the employees in the department, and to hire, promote, transfer, or discipline for just cause these employees, to
34 determine work schedules, to determine the methods, means, and personnel by which work is to be conducted, and
35 the level and type of services offered, and the quality of work required.

1 (d) The Association pledges cooperation to the increasing of departmental efficiency and effectiveness.
2 Any and all rights concerning the management and direction of the Police Department and the police force shall be
3 exclusively the right of the City, the Police and Fire Commission, and the Chief of Police unless otherwise provided
4 by the terms of this Agreement as permitted by law.
5

6 ARTICLE IV 7

8 (a) Association Activity: 9

10 1. No Association member or officer shall conduct any Association business on City time except
11 as specified in this Agreement. Up to three (3) representatives of the Association shall be permitted a total of two
12 (2) hours per month for the regular Association Officers' meeting provided that permission is first obtained from
13 the Chief or his/her designated representative and collectively permitted up to a maximum of forty-eight (48) hours
14 per calendar year representing employees in the grievance procedure at a time and place designated by the Chief
15 or his/her designated representative. All such time so spent and authorized shall be without loss of pay in the event
16 that such time occurs during normal duty hours. Permission shall not be unreasonably denied.
17

18 2. A reasonable attempt shall be made to conduct negotiations outside of the regularly scheduled work
19 hours of designated Association representatives insofar as is practical. If such meetings are not conducted outside
20 the regularly scheduled work hours, the period of time such Association representatives shall be present at such
21 meetings shall not be deducted from their pay. Said pay shall apply to no more than three (3) of such representatives.
22 Under no circumstances will payment be made for time spent outside the regularly scheduled workday or workweek.
23

24 (b) Dues Deduction: The City agrees to deduct from the wages of any Association member all Association
25 membership dues and fees uniformly required by the Association. Employees who disagree with how the Association
26 spends money for political or ideological purposes are entitled to a rebate for monies thus spent pursuant to law
27 as stated by the United States Supreme Court. Such per capita rebate may be obtained by requesting same in a
28 letter to the Treasurer of the Association. The City also agrees to continue the practice of deducting voluntary
29 employee deductions from the wages of employees of the department, including but not limited to credit union
30 deductions, United Fund deductions, bond and insurance deductions, and such other deductions of a similar nature
31 as are now being deducted. The Association agrees to indemnify and hold the City harmless against any and all
32 claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken
33 by the City under the provisions of this Article.
34
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3 **ARTICLE V**

4 **(a) Grievance Provisions:**

5 1. A grievance under this Agreement is a written claim arising under and during the terms of this Agreement,
6 initiated as set out below by the aggrieved person or persons and the subject matter of said grievance shall be limited
7 to the interpretation, application, or enforcement of the terms of this Agreement.
8

9 2. Both the Association and the City recognize that grievances and complaints shall be settled promptly
10 and at the earliest possible time and step.

11 3. Class grievances involving the general interpretation, application, or enforcement of the terms of this
12 Agreement shall be initiated by the Association at Step 2 of this procedure.
13

14 4. The person or persons having the grievance may have a representative of the Association to represent
15 them without loss of pay at any step in the procedure. However no individual hearing a grievance need recognize
16 more than one (1) representative in addition to the employee or employees having the grievance, except that in
17 Step 3, set out below in Section (c), Subsection 3, two (2) representatives in addition to the person or persons
18 having the grievance may be present.
19

20 5. The individual hearing the grievance shall determine the time and place for such hearing within the time
21 limits described in this article.
22

23 6. Departure from the steps of the procedure or change in time limits may be made with permission of
24 the Chief or his/her designated representative upon request of either party when mutually agreed to by the Chief
25 and the aggrieved party and his/her representative.
26

27 **(b) Items Exempt From Consideration for Processing Under This Procedure Include the Following:**

28 1. Disciplinary actions, job classifications, promotional procedures as are provided by Section 62.13,
29 Wisconsin Statutes, or any other matter provided for in that statute. With regard to the foregoing matters, Section
30 62.13, Wisconsin Statutes, will apply rather than the grievance procedure.
31

32 2. Department operations, including orders given, response to such orders, and the carrying out of
33 required duties, except as otherwise provided by this Agreement.
34
35
36

1 **(c) Steps in the Grievance Procedure:**
2

3 **1. Step 1:** All grievances shall be initiated within ten (10) days of the date of the alleged violation, or
4 within ten (10) days of when a prudent person should have reasonably known of such alleged violation, or it shall
5 be considered invalid. The aggrieved person shall discuss the grievance orally with his/her shift supervisor within
6 said ten (10) day period. The shift supervisor shall give a verbal response to the aggrieved within four (4) days of
7 said discussion.
8

9 **2. Step 2:** If the aggrieved employee decides the reply of the shift supervisor is unsatisfactory, the
10 aggrieved employee, or Association representative, may within ten (10) days of the supervisor's response
11 submit the grievance in writing to his/her Captain, or his/her duly designated representative, with a copy to the Chief.
12 The grievance shall set forth the date of the alleged violation, the article and section of the contract that is claimed
13 violated, the facts of the grievance, and the relief sought. Up to two (2) Captains shall within ten (10) days of
14 receipt of the written grievance hold an informal meeting with up to two (2) Association representatives. Either
15 party may invite up to two (2) aggrieved employees to the meeting for the purpose of presenting and explaining the
16 facts of the grievance. The aggrieved employee(s) shall be excused after presenting the facts and answering questions
17 of the Association representative and management representative. The Captain, or his/her designated representative,
18 shall, within seven (7) days of the meeting, furnish the Association representative with a written response either
19 granting or denying the grievance, and the reason for such decision, with a copy to the Chief.
20

21 **3. Step 3.** The grievance shall be considered settled at Step 2 unless the Association representative appeals
22 the grievance in writing to the Chief, or his/her designated representative, within ten (10) days after the written
23 answer to Step 2. The Chief, or his/her designated representative, shall hold a meeting within twelve (12) calendar
24 days if deemed necessary, and shall reply in writing within ten (10) days after the presentation of the grievance at Step
25 3, or after the meeting, if held. A copy of the written response shall be distributed as provided in Step 2 above. The
26 decision of the Chief of Police shall be final on all matters pertaining to the Police Department operation, except as to
27 rights granted by this Agreement.
28

29 **4. Step 4:** If a timely written grievance, limited to the interpretation, application, or enforcement of the
30 express terms of this Agreement has not been disposed of as aforesaid to the satisfaction of either party, the
31 City or the Association representative, no later than ten (10) days after receipt of the answer to the grievance
32 under Step 3, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A
33 copy of such request shall be forwarded to the other party (the Director of Human Resources and Labor Relations or
34 the Association representative).
35

1 The selection of an impartial arbitrator shall be as follows: The City or the Association representative will request the
2 Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator.
3 After such panel of names is received, the Director of Human Resources and Labor Relations, or his/her designee, and
4 the Association representative shall alternately eliminate names from such list until one name remains, with the
5 appealing party making the initial elimination. Such remaining person shall then become the arbitrator.

6
7 The Arbitrator shall first determine whether the dispute is arbitral under the express terms of this Agreement.
8 Once it is determined that the dispute is arbitral, the arbitrator shall proceed to determine the merits of the dispute
9 submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no
10 power to modify, amend, add to, or subtract from the language of the Agreement in arriving at a determination of any
11 issue presented to him/her for arbitration within the limitations expressed herein. The decision of the arbitrator
12 shall be final and binding on both parties.

13
14 The expenses for the services of the impartial arbitrator and proceedings shall be borne by the party
15 whom the decision is rendered against; however, each party shall be responsible for compensating its own
16 representatives, witnesses, and such other expenses incurred in the process of selecting an arbitrator and during
17 the arbitration process.

18
19 Notwithstanding any other provision to the contrary, nothing contained herein shall preclude the parties
20 to this contract from applying the provisions of Section 62.13 of the Wisconsin Statutes with respect to all matters
21 contained therein and nothing contained in said Section 62.13, Wisconsin Statutes, shall be subject to arbitration.

22
23 **(d) Disciplinary interviews:**

24
25 Employees involved in disciplinary interviews and/or investigations regarding alleged violation of
26 department rules and regulations will be granted the following rights:

- 27
28 1. To be notified of a name and official capacity, if any, of all persons present during said interview(s).
29
30 2. To be notified of the nature of the questioning before any questions are directed to the officer.
31
32 3. To have present another member or attorney of his/her choosing during said interview(s), if requested.
33
34 4. To refuse to answer any questions if any of the above rights are denied to him/her.
35
36 5. To be notified if any conversation is being recorded at said interview(s).

1
2 6. To have access to personnel record inspections in accordance with State Statute 103.13.

3
4 7. To be governed by State Statute 942.06 regarding polygraph tests.

5
6 **(e) Grievances of cases involving discipline:**

7
8 1. The employer shall not discharge or otherwise discipline any officer without just cause. Discharge or other
9 discipline shall be by written notice to the officer and to the union. Such notice shall state the reason for the disciplinary
10 action and shall be provided to the officer and union no later than the effective date of the action.

11 2. A dispute concerning discharge or discipline, including removal, suspension, reduction in rank and
12 suspension and reduction in rank, and any other discipline of any kind, shall be processed through the statutory
13 procedures in Wis. Stats. Sec. 62.13.

14 3. No officer shall be subject to discipline except for violation of an order, applied in an evenhanded manner
15 without discrimination, and of which the officer had notice, following a fair and impartial investigation that uncovers
16 proof sufficient to substantiate both the charge made and the reasonableness of the penalty.

17
18 **ARTICLE VI - SENIORITY**

19
20 **For purposes of layoff and continuity of service:**

21
22 **(a)** Length of service for the purpose of this article is to be measured from the original date of hire in the
23 Police Department, unless otherwise specified herein.

24
25 **(b)** Seniority shall be broken and employment terminated for any of the following reasons:

26
27 1. The employee retires, or

28
29 2. The employee resigns from the police service, or

30
31 3. The employee is discharged and the discharge is not reversed, or

32
33 4. The employee is not recalled from layoff for a period of two (2) years, or

34
35 5. The employee is recalled from a layoff and does not report for work within three (3) calendar weeks, or
36

1 6. The employee does not return at the expiration of a leave of absence, or

2
3 7. The employee gives a false reason in requesting a leave of absence or engages in other full-time
4 employment without authorization during such leave of absence, or

5
6 8. The employee knowingly falsified information on his/her application for employment material to his/her
7 employment status, or

8
9 9. A settlement with the employee has been made for total disability under the Worker's Compensation Act.

10
11 (c) A member of the Police Department shall be deemed to have continuous service with the department
12 unless his/her seniority be broken as set forth in Section (b) above, and except if he/she shall be absent without leave
13 in excess of three (3) workdays in any calendar month.

14
15 (d) As to all other matters relating to seniority, Chapter 62.13, Wisconsin Statutes, shall apply.

16
17 **(e) Dismissals and reemployment:**

18
19 1. When it becomes necessary, because of need for economy, lack of work or funds, or for other just causes,
20 to reduce the number of subordinates, the emergency, special, temporary, part-time, or provisional subordinates, if
21 any, shall be dismissed first, and thereafter subordinates shall be dismissed in the order of the shortest length of
22 service in the department.

23
24 2. When it becomes necessary for such reasons to reduce the number of subordinates in the higher
25 positions or offices, or to abolish any higher positions or offices in the department, the subordinate or subordinates
26 affected thereby shall be placed in a position or office in the department less responsible according to his/her
27 efficiency and length of service in the department.

28
29 3. The name of a subordinate dismissed for any cause set forth in this section shall be left on an eligible
30 reemployment list for a period of two (2) years after date of dismissal. If an approved vacancy occurs, or if the
31 number of subordinates is increased in the department, such vacancy or new positions shall be filled by persons on
32 such list in the inverse order of the dismissal of such persons, providing said officer can pass the pre-employment
33 physical examination.

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ARTICLE VII

(a) Pay Plan: Wages of bargaining unit members shall be paid biweekly. The administration of the pay plan shall be in accordance with the salary and wage ordinances, and the City reserves the right to make correction of clerical errors to the salary and wage ordinances if any are found.

1. Direct Deposit. Effective January 1, 2000, all wage payments made by the City of Sheboygan to members of the collective bargaining unit will be by means of direct deposit.

2. Two-Week Holdback Pay System. In 2010, the City and the Union agreed to standardize the payroll system to make pay periods based on a two-week holdback.

(b) Rates of pay:

1. The parties agree that the wages paid to bargaining unit members covered by this Agreement shall be increased as follows, in accordance with the applicable salary and wage ordinances of the City of Sheboygan, and any appropriate amendments, and the pay schedules for members of the Police Department hereto attached as Appendix A to this Agreement.

2. All bargaining unit members working a 5-3 work schedule for Steps 1 through 5 will be rounded off so that the biweekly pay is divisible by 77.48 hours in even cents per hour. For all bargaining unit members working a 5-3/5-2 or 5-2/ 5-2/ 4-3 or variant of that work schedule for Steps 1 through 5 rounded off so that the biweekly pay is divisible by 77.96 hours in even cents per hour. A 2022 wage increase of two and one-half (2.5) percent effective January 1, 2022. A 2023 wage increase of one (1.0) percent effective January 1, 2023, and two (2.0) percent on the 15th payroll in 2023.

3. Education credit: Effective January 1, 2019 the lump sum educational payments were discontinued and transitioned to an additional hourly amount being added to the pay schedule. This was done by creating separate pay schedules for Police Officers, Police Officers with Associate Degrees (additional \$0.20 per hour) and Police Officers with Bachelor's Degree (additional \$0.35 per hour); as well as for Detectives, Detectives with Associate Degrees (additional \$0.20 per hour), and Detectives with Bachelor's Degree (additional \$0.35 per hour). The additional amount was added to the hourly pay of the schedule at all steps in the schedule.

1 Employees hired prior to 1/1/2012 with 60 college credits on 1/1/2021 will receive pay on the
2 Associate Degree schedule. Employees earning a degree are placed in the appropriate schedule
3 upon hire or during the first pay period of the new year following their being awarded the
4 degree. The department will provide a list of employees newly eligible to payroll in December
5 of each year. The employee must notify the department and provide documentation upon being
6 awarded a degree.

7
8 **(c) Work Schedule:**
9

10 **1.** The normal workday schedule for members working a 5-3 work schedule and such members of the
11 department that the Chief of Police shall deem advisable to be included herein, shall be as follows:

12 1 increment of 5 days on and 3 days off, of which:

13 Days 1 and 2 shall be eight and thirty-three hundredths (8.33) hours of work each

14 Day 3 shall be ten and eighty-three hundredths (10.83) hours of work

15 Days 4 and 5 shall be eight and thirty-three hundredths (8.33) hours of work each

16 Three (3) days off.

17 Then repeat cycle.

18
19 **2.** All other members of the bargaining unit not assigned to the work schedule set forth in subsection 1
20 above shall work such duty hours as the Chief of Police may prescribe pursuant to the thirty-eight and ninety-eight
21 hundredths (38.98) hour average week limitation and overtime benefits, with a work schedule as follows:

22 1 increment of five (5) days on and two (2) days off,

23 1 increment of five (5) days on and three (3) days off,

24 Then repeat the cycle.

25 Or

26 1 increment of five (5) days on and two (2) days off,

27 1 increment of five (5) days on and two (2) days off,

28 1 increment of four (4) days on and three (3) days off,

29 Then repeat the cycle.

30 Or a variation of the above 21 day cycle as shown in the table below with the rotation for groups 1-3 beginning
31 on Monday and group 4 beginning on Tuesday.

32

WORK CYCLE	GROUP 1	GROUP 2	GROUP 3	GROUP 4
1	5-2	5-2	4-3	4-2
2	5-2	4-3	5-2	5-2
3	4-3	5-2	5-2	5-3

1 Should any state or federal law or regulation result in the work schedule being in excess of permissible
2 straight-time hours which results in an increase in the financial benefit to any employee, the parties hereto agree to
3 immediately negotiate a revised schedule to adjust said excess.

4
5 3. Temporary changes can be made in the schedule by the Chief of Police when in his/her judgment it
6 would be in the best interest of the public protection.

7
8 4. Changes in duty days off may be made between employees within the duty schedule of an employee
9 when said changes, in the judgment of the Chief or his/her designated representative, will not hinder the efficient
10 operation of the department and said changes are approved by the Chief or his/her designated representative at least
11 one (1) day prior to the change in duty schedule. The City shall have no liability for overtime payment because of
12 changes in duty hours set forth in this provision. All trades of duty days must be repaid by December 31 of the year
13 in which they occur.

14
15 5. Police personnel covered under this agreement may be permitted to accumulate reserve days
16 not to exceed three (3) in number when in the judgment of the Chief or his/her designated representative said
17 changes do not interfere with the efficient operation of the department. The City shall not be liable for any overtime
18 or other additional payments as a result of changes in duty hours.

19
20 Said request shall be made at least one (1) day but in no event more than three (3) months prior to
21 the change in duty schedule. A maximum three (3) month repayment period is allowed, provided such repayment has
22 been completed by December 31 of the year in which they occur.

23
24 6. Police personnel covered under this agreement and assigned to the 5-2/ 5-2/ 4-3 schedule or
25 variant of may be permitted to accumulate reserve days not to exceed six (6) in number when in the judgment of
26 the Chief or his/her designated representative said changes do not interfere with the efficient operation of the
27 department. The City shall not be liable for any overtime or other additional payments as a result of changes in duty
28 hours.

29 Said request shall be made at least one (1) day but in no event more than six (6) months prior to the
30 change in duty schedule. A maximum six (6) month repayment period is allowed, provided such repayment has been
31 completed by December 31 of the year in which they occur.

32
33
34 7. Effective May 3, 2018, new members hired who are not certifiable because they have not graduated
35 from an academy in the State of Wisconsin within the last three years, and are not eligible for any of the State's

1 reciprocity programs, shall follow an “Academy Wage Schedule” for a period of 20 weeks to cover orientation and
2 academy training. During this time, the wage rate shall be that which is identified in the Academy Wage Schedule,
3 with a maximum of 40 (forty) hours per week, 5 (five) days per week, including a reimbursement for meals to match
4 reimbursement from 3rd party. In the event a member transitions to “Step 1” of the regular wage schedule during a
5 pay period, the member shall receive the higher wage rate for the entire pay period.
6

7 **(d) Shift Premium:** Shift premium pay shall be applicable to employees who are regularly assigned to an
8 afternoon or night shift as hereinafter defined. Temporary rescheduling of shifts for less than three (3) calendar months
9 shall not be considered in computing premium pay.
10

11 **1.** Effective January 1, 2010, employees regularly assigned to a shift falling between the hours of 3:00 p.m.
12 and 3:00 a.m. shall be deemed working the afternoon shift and will receive \$30.00 biweekly.
13

14 **2.** Effective January 1, 2010, employees regularly assigned to a shift falling between the hours of 8:00 p.m.
15 and 8:00 a.m. shall be deemed working the night shift and will receive \$35.00 biweekly.
16

17 **3.** The union maintains the right to negotiate the dollar amounts indicated in the above sections.
18

19 **(e) Lunch Period:** If requested, the City shall permit a lunch period of thirty (30) minutes. Lunch periods
20 and breaks may be delayed or re-scheduled at the discretion of the shift supervisor, and shall not be unreasonably
21 denied.
22

23 **(f) Overtime:**

24 **1. Circumstances under which paid:** Overtime shall be paid under the following conditions:
25

26 **a.** When the employee performs work in excess of either the regular workday (8.33 hours) including report
27 time or the extended workday (10.83 hours) as set forth in Section (g) below or in excess of one hundred seventy-
28 one (171) hours in the twenty-eight (28) day work period established pursuant to the Section 7K exemption of the Fair
29 Labor Standards Act.
30

31 **b.** When the employee's daily schedule is temporarily changed at the request of management and results in
32 the employee performing work in excess of eight and thirty-three hundredths (8.33) hours in any twenty-four (24)
33 hour period, excluding report time as set forth in Section (g) below. (Said twenty-four (24) hour period commences
34 when the employee begins work.)
35

1 The extended work day shall not be used to implement this subsection [(f) 1.b.]. Commentary: The extended
2 work day shall not be overtime nor cause additional overtime to be accrued.

3
4 The extended work day shall never influence the 24-hour overtime standard.

5
6 **2. Overtime Compensation:** Compensation for overtime work shall be paid at the rate of one and one-half
7 (1-1/2) times the regular rate of pay as provided below except that members of the bargaining unit working overtime
8 on a holiday as defined in Article VIII(b)(3) shall receive two (2) times their regular rate of pay for said holiday
9 time work beyond the 8.33 hour workday or beyond the extended workday of 10.83 hours.

10
11 **3. Overtime Accrual - Compensatory Time:** All overtime pay shall be accumulated as compensatory time
12 off subject to the limits imposed by the Fair Labor Standards Act. Any employee who has accrued the maximum
13 amount of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation at
14 the applicable rate. Compensatory time available to an employee shall be reflected by records kept by the
15 department and shall be paid to the bargaining unit member as overtime pay at the rate of one and one-half (1-1/2)
16 times the applicable rate as required by law bi-weekly. Effective January 1, 2018, members of the bargaining unit will
17 be permitted to retain 80 hours of compensation time. After that, all overtime hours will be paid out as earned. All
18 accumulated compensatory time will be paid out on the last payroll of the year at current rate of pay. Members who
19 wish to have earned compensatory time paid prior to the last payroll of the year shall complete a "sellback request"
20 available through the department's automated scheduling and payroll system. Sellback requests must be completed in
21 full-hour increments. The sellback request shall include the number of compensatory time hours the employee wishes
22 to have paid. The sellback request will be forwarded to payroll and will be paid on the following pay period. Members
23 who wish to participate in a bi-weekly payout and not accumulate their overtime must sign-up each year for this option
24 (sign-up forms will be distributed by payroll in December of each year).

25
26 **4. Use of Compensatory Time Off:** Members of the bargaining unit may take compensatory time off for
27 which overtime is required by this section in lieu of overtime cash payments. Requests for compensatory time off
28 must be approved by the Chief of Police or his/her designee. Compensatory time off will not be granted during a
29 period of unusual manpower need or if the granting of such time would unduly disrupt the operation of the department
30 as determined by the Chief or his/her designee. "Compensatory time" or "compensatory time off" is defined to mean
31 hours during which an employee is not working, which are not counted as hours worked during the applicable
32 workweek or other work period for purposes of overtime compensation, and for which the employee is compensated
33 at the employee's regular rate.

34
35 **5. No Pyramiding, Duplication or Compounding:** Application of provisions contained in this section shall
36 not involve pyramiding, duplicating, or compounding of overtime.

1
2 **6. Overtime Assignment.** On-duty Assignments. At the discretion of the Chief of Police, or his designee,
3 overtime opportunities for on-duty police assignments may be posted in advance in the Captain’s Office for the purpose
4 of filling staffing needs. Assignments will be decided under the following guidelines.

- 5
6 (1) First, by shift-specific seniority. The most senior Officer assigned to the respective shift who signs up
7 for the posted overtime will receive the assignment.
8 (2) Second, by seniority within the Patrol Division. If no shift Officers sign up for the posted overtime, the
9 assignment will be awarded to the most senior Officer, regardless of shift.
10 (3) Third, by seniority within the Bargaining Unit, to include Detectives.
11 (4) Fourth, if no Officers volunteer for the posted overtime, members of the Supervisory Association may
12 volunteer.
13 (5) Finally, by Supervisory assignment. Officers will be assigned according to the established past practice
14 of utilizing the previous shift Officer for the first half of the shift, and the following shift Officer for the
15 second half of the shift. (Example: volunteers do not fill 1500-1900 and 1900-2300 postings. The least
16 senior Shift #1 Officer would be assigned 1500-1900, while the least senior Shift #3 Officer would be
17 assigned 1900-2300.) Supervisors will not assign Officers who are working their extended (10.5) day, on
18 their regular day off, or have been called in early.

19
20 It will be the Officer’s responsibility to check the shift board in the Captain’s Office for available overtime postings.
21 At the close of the sign-up period, overtime assignments will be posted on the respective shift boards. Officers who
22 volunteer have the responsibility to verify if they have received the assignments they may have selected. Shift
23 Supervision will notify Officers who have been assigned when no one volunteers for a specific posting.

24
25 Overtime postings shall be in increments of four (4) hours or less. Supervision retains the right to cancel assignments
26 if circumstances dictate that the Officer is not needed. All posted overtime assignments, whether voluntary or assigned,
27 will be finalized at least forty-eight (48) hours in advance. Officers will not be compensated for canceled overtime or
28 calling in sick for a scheduled overtime assignment.

29
30 **7. Special Event Assignments.** In addition, overtime opportunities may exist for special events (e.g. Brat
31 Days, Lakefest, July 4th Celebration, etc.). Assignments will be made under the following guidelines:

- 32 (1) First by exclusive seniority of all members of the Bargaining Unit, to include Detectives.
33 (2) Second, if no Officers volunteer for the posted overtime, members of the Supervisory Association may
34 volunteer.
35 (3) Finally, by Supervisory assignment, following the established past practices relating to such assignments.

1 **(g) Report Time:** Each member of the bargaining unit will be required to report to work twenty (20)
2 minutes prior to the beginning of each shift for roll call training, briefing, and other duty assignments. In addition
3 to above, effective June 5, 2002, Detectives will be required to report to work an additional ten (10) minutes prior to
4 the beginning of each shift for roll call training, briefing, and other duty assignments, which shall be reported on the
5 timecard and compensated at the regular rate of pay.

6
7 **(h) Longevity Pay:** All members of the bargaining unit whose performance is satisfactory shall receive
8 longevity pay according to the schedule in Subsection 1. Such longevity pay shall be paid commencing on the first full
9 regular pay period following entitlement thereto:

10
11 **Step 6.** After five (5) years' continuous service and one (1) year at maximum rate, an addition of one and one-
12 half (1.5) percent added to Step 5.

13
14 **Step 7.** After ten (10) years' continuous service and one (1) year at maximum rate, an additional (one and
15 one-half (1.5) percent for a total of three (3) percent added to Step 5.

16
17 **Step 8.** After fifteen (15) years' continuous service and one (1) year at maximum rate, an additional one and
18 one-half (1.5) percent for a total of four and one-half (4.5) percent added to Step 5.

19
20 **Step 9.** Effective January 1, 2002, after twenty (20) years of continuous service and one (1) year at maximum
21 rate, an additional one and one-half (1.5) percent for a total of six (6.0) percent added to Step 5.

22
23 **Step 10.** Effective January 1, 2010, after twenty-five (25) years of continuous service and one (1) year at
24 maximum rate, an additional two (2) percent for a total of eight (8) percent added to Step 5.

25
26 **2.** In the event a member of the Association is **promoted** to a class grade with a higher pay range, the
27 **entrance rate** shall be at the lowest step in the higher class grade that will provide an increase of no less than eight (8)
28 percent over his/her regular class grade rate prior to such promotion or other such rate within the applicable range as
29 he/she may be entitled to by reason of crediting him/her with prior experience that is directly related to the new
30 position. The Police Department salary schedule for members of the bargaining unit is attached hereto as Exhibit "A"
31 and incorporated herein this article.

32
33 **(i) Call-out Pay:**

34
35 1. Members of the bargaining unit who are called back to duty outside of their regularly scheduled
36 hours shall receive call-out pay for authorized extra time for special events, court appearances, training, and

1 investigations pursuant to their official duties at a minimum of two (2) hours at time and one-half (1-1/2) for each such
2 special call out, providing a minimum interval of two (2) hours exists between the start of each call out and the
3 officer's regular duty shift. Officers are required to respond immediately to all call-outs as directed. Time and one-half
4 (1-1/2) will be paid for actual firearm training time in excess of the regular workday. Effective upon ratification
5 employees are no longer required to complete any paperwork to receive call-out pay.
6

7 2. All **witness fees** paid to members of the bargaining unit which arise out of their employment duties
8 shall be paid to the Finance Director/Treasurer's Office.
9

10 3. **On-Call/Detectives:**

- 11 • Detectives shall receive an additional \$75.00 bi-weekly on-call pay for carrying a phone or
12 pager.
13
14

15 **(j) Court Cancellations:** An officer required to appear in court as a result of his/her employment duties,
16 except civil actions not involving the City, shall be eligible for two (2) hours' compensation at his/her regular
17 rate of pay in the event the scheduled case is cancelled after 5:00 pm the day before the hearing. In the event that
18 an officer is eligible for court cancellation pay, and the scheduled court appearance time is within two (2) hours of the
19 officer's scheduled starting time, then the officer shall be eligible for compensation at his/her regular rate of pay from
20 the time of the scheduled appearance to the time of the members scheduled starting time. To be eligible for such
21 compensation, the employee must consult the current court calendar to determine the status of the case. Said pay
22 shall not apply if the officer is reimbursed from any other source for said service.
23

24 **(k) Duty-incurred Disability Pay:**

25
26 1. A bargaining unit member who sustains a compensable injury while performing within the scope of
27 his/her employment as provided by Chapter 102, Wisconsin Statutes, shall receive his/her regular straight-time wages
28 for the period of time he/she is temporarily totally or temporarily partially disabled because of said injury, not to
29 exceed six (6) months per injury, and providing such person endorses his/her compensation check from the insurance
30 carrier over to the City Finance Director/Treasurer for deposit in the proper fund. After the expiration of the six (6)
31 months, said person shall receive only the compensation payment awarded him/her by the insurance carrier or such
32 payments he/she is entitled to pursuant to law. The amount thus received in excess of the payments to which the
33 employee shall be entitled under the provisions of the Worker's Compensation Act, shall be attributable and applied
34 as an off-set by the City to any claim which the employee may be entitled to because of a permanent injury sustained.
35

36 2. In no case shall a person receive duty incurred disability pay for more than twelve (12) months not to
37 exceed (250 working days), in one's lifetime. The "days" will simply be converted to hours as follows:

1 Officers: 2,095 (77.48 bi-weekly hours plus report time)

2 Detectives: 2,107 (77.96 bi-weekly hours plus report time)

3
4 **3.** During any time in which a person is receiving duty incurred disability pay, all the rights and benefits
5 he/she is entitled to as a member of the bargaining unit shall continue to accrue, including, but not limited to, sick leave
6 and vacation time.

7
8 **4.** When a person qualifies for duty incurred disability pay, such pay will have priority over, and be paid
9 before, any accrued sick leave time or sick leave pool time is paid to such person.

10
11 **5.** Members of the Police Department who have not completed an initial one (1) year period as new
12 members of the department shall not receive duty-incurred disability pay from the City for any physical condition or
13 aggravation of a physical condition preexisting the date of hire of such persons.

14
15 **(I) Severance Pay:**

16
17 **1. Upon retirement, layoff without cause** on the part of the employee, or death, an employee, or the
18 employee's estate, will receive the following severance pay, less any amount paid out as a result of any previous
19 terminations.

20
21 **Vacation:** All unused vacation pay and earned vacation pay prorated for all completed months of service
22 from January 1 to the date of retirement.

23
24 **Compensatory Time:** Payment for any accumulated overtime work performed.

25
26 **Sick Leave.** A full-time employee is entitled to payment for all accumulated sick leave, not in excess
27 of seventy-five (75) days effective January 1, 2011, at his/her regular rate of pay exclusive of holiday pay upon
28 retirement, termination without cause, or death, less any paid out as a result of any previous terminations.

29
30 **Uniform and Equipment Account.**

31 **See Article XIV, Section (a), Subsection 4.**

32
33 **2. Upon voluntary termination,** an employee will receive the following severance pay less any amount
34 paid out as a result of any previous terminations.

35
36 **Vacation: All unused vacation pay.**

1 **Compensatory Time:** Payment for any accumulated overtime work performed.

2
3 **Uniform and equipment account.**

4
5 **See Article XIV, Section (a), Subsection 4.**

6 **(m) Police Training Officer Compensation.** Effective June 1, 2003, Police Training Officers shall receive
7 one (1) extra hour of pay each day they are assigned to Police Training Officer duties. Management reserves the right
8 to assign those officers who they deem as most qualified for this assignment. The Police Training Officer provision
9 does not prohibit any officer from the benefits he/she is entitled to under the overtime provisions of this Agreement.

10 **(n) K9 Handler Compensation.** Effective January 1, 2022, K9 Handlers shall receive three-quarters (3/4)
11 of an hour maintenance (straight time) on days off, vacation and sick days. The handler shall not receive any
12 compensation on days when the K9 is boarded by a third party.

13
14 **Article VIII**

15
16 **(a) Vacation:**

17
18 **Vacations, exception to:** All employees hired after January 1, 1988, must complete the "years of service"
19 requirement prior to December 1 to be eligible for the first step in the vacation schedule. All employees hired
20 after January 1, 1988, between December 1 through December 31 will be entitled to the first step in the vacation
21 schedule January 1 of the following year.

22
23 **1.** Each member of the bargaining unit shall be granted a yearly vacation without loss of pay in accordance
24 with the following schedule:

25
26 **a.** After completion of one (1) years' service with the Police Department to completion of four (4)
27 years' service with the department, one hundred one (101) hours vacation per year.

28
29 **b.** After completion of five (5) years' service with the Police Department to completion of nine (9)
30 years' service with the department, one hundred forty-four (144) hours vacation per year.

31
32 **c.** After completion of ten (10) years' service with the Police Department to completion of fourteen (14)
33 years' service with the department, one hundred seventy (170) hours vacation per year.

1 d. After completion of fifteen (15) years' service with the Police Department, two hundred twenty-nine
2 (229) hours vacation per year.

3
4 During the initial selection period for vacation for the upcoming calendar year, when all full days, either the
5 regular eight (8) or the extended ten and one-half (10-1/2) hour day(s) have been selected and hours remain, the
6 following process will be followed: The employee may, for one (1) shift per year, add remaining hours to extra hours
7 to equal an eight (8) or ten and one-half (10-1/2) hour day. That day can then be picked as part of the regular vacation
8 selection process. Alternately, the officer can select one (1) day on which to use all of the remaining vacation hours at
9 the beginning or end of a workday and work the balance of that day. That one (1) part day can then be picked as part
10 of the regular selection process. Alternately, the officer can schedule the hours off later at a time mutually agreed upon
11 with supervision.

12
13 2. Two (2) members shall be allowed off per day, per shift, on the initial vacation selection, for those members
14 assigned to Patrol Division. Additional vacation time may be used at the discretion of the shift supervisor. Members
15 assigned to CID or special units may take vacation at the approval of their supervisor. Vacation time may also be used
16 in one (1) hour increments up to eight (8) hours or ten and one-half (10.5) hours on extended day, at the discretion of
17 shift supervision, and subject to cancellation as extra time. Vacation time, once selected may be shifted to other days
18 throughout the year if, at the discretion of the supervisor, manpower requirements for that day are satisfactory.

19
20 3. All vacations must be taken in the calendar year after which it was earned, at a time that meets with the
21 approval of the Chief of Police; except when a vacation was cancelled due to an immediate or impending police
22 emergency in November or December, such cancelled vacation may be taken the following year at a time that
23 meets with the approval of the Chief of Police.

24
25 **(b) Holidays:**

26
27 1. Each member of the bargaining unit shall be granted ten (10) days of compensatory pay (regular base rate,
28 including longevity, if any) in lieu of holidays in addition to the regular base pay or longevity rate. Such compensatory
29 pay shall be apportioned equally over the pay periods of the year.

30
31 2. Members of the bargaining unit required to work on holidays shall receive in addition to their regular
32 pay, hour for hour additional pay at the employee's straight time rate of pay up to a maximum of ten and one-half
33 (10-1/2) hours, of Subsection 1 above. Such additional straight time shall be paid in compliance with the employees'
34 overtime payout options.

1 **3. (a)** The ten (10) paid holidays shall be as follows:

2 New Year's Day	Labor Day
3 Friday before Easter	Thanksgiving Day
4 Easter Sunday	Christmas Eve
5 Memorial Day	Christmas Day
6 Independence Day *	New Year's Eve Day

7
8 *Independence Day or the date of official celebration as designated by the Common Council. It is understood that the
9 day designated by the Common Council for the Independence Day celebration will be the only day recognized as the
10 holiday.

11
12 **(b)** One (1) Floating Holiday only for officers on the 5-2, 5-3 or 5-2/ 5-2/ 4-3 or variant of that work
13 schedule.

14
15 **4.** Compensation for those employees who are called in on their regularly scheduled off day to work on
16 a holiday shall be as follows:

17
18 **a.** Holiday compensatory pay as defined in Section (b)1 above.

19
20 **b.** Double time rate of pay for hours worked.

21
22 **c.** Up to ten and one half (10.5) hours holiday pay as defined in Section (b)2 above.

23
24 **(c) Bereavement Pay:**

25
26 **1.** Effective upon ratification of the 2007-2009 contract, the City will pay for each day of approved absence
27 from work for any of the five (5) normally scheduled workdays (to include regularly scheduled extended workdays)
28 that fall either directly before or directly after the date of the funeral, not to include already scheduled regular days off,
29 for time necessary to attend or arrange for funerals of spouse, children, parents of an employee. The City will pay
30 for each day of approved absence from work for any of the three (3) normally scheduled workdays (to include
31 regularly scheduled extended workdays) that fall either directly before or directly after the date of the funeral, not to
32 include already scheduled regular days off, for time necessary to attend or arrange for funerals of mothers or
33 fathers-in-law, brothers, sisters or grandchildren of an employee. In addition, employees will be accorded time off to
34 attend the funeral services of grandparents up to a maximum of one (1) day when authorized in advance by the Chief
35 of Police.

1 2. A member of the bargaining unit excused from work under this section shall receive eight (8) hours (or
2 ten and one-half [10.5] hours for an extended day) at his/her regular rate of pay per each scheduled day of work
3 excused in accordance with Section (c)1. Time thus paid will not be counted as hours worked for purposes of
4 overtime.

5
6 **ARTICLE IX - SPECIAL LEAVE**
7

8 **(a)** Members of the bargaining unit who have satisfactorily completed an initial one (1) year period
9 as new members of the department and who voluntarily leave the City's service by request of the Federal
10 Government to enter the active service with the armed forces of the United States shall be given a leave of absence
11 upon written request. Said persons shall be entitled to be reinstated according to the applicable laws governing such
12 reinstatement. To be eligible for such reinstatement, the person must be honorably discharged from the active service
13 of not more than four and one-half (4-1/2) years. All leaves of absence for military service shall be without pay and
14 benefits.

15
16 Leaves of absences and benefits during military reserve training for Reservists and members of the National
17 Guard shall be in accordance with applicable laws; currently, U.S. Department of Labor, Chapter 43 of Part III of
18 Title 38, U.S. Code.

19
20 **(b)** The provisions of Chapter 29, Sections 142-148 of the Municipal Code of the City of Sheboygan
21 are recognized and made a part of this Agreement by this reference.

22
23 **ARTICLE X - SICK LEAVE**
24

25 **(a)** Each member of the bargaining unit shall accumulate sick leave days of one (1) day for each completed
26 month of service with the department.

27
28 **(b)** Effective January 1, 2011, unused sick leave will be accumulated up to a maximum of one hundred forty
29 nine (149) working days. Unused sick leave in excess of one hundred forty-nine (149) working days per person shall
30 be pooled in the Police Department sick leave pool and may be restored, pursuant to the terms of this article, for use of
31 the members of the Police Department.

32
33 **(c)** The sick leave pool shall be under the jurisdiction of the Chief of Police who will administer this section
34 after consultation with an advisory committee from the Association of no more than two (2) employees. A member
35 of the department is not eligible to participate in the sick leave pool if he/she is able to perform light-duty work,
36 or he/she is eligible for any other benefit program including, but not limited to, the following:

- 1 1. Duty-incurred disability pay
- 2 2. Base sick leave pay
- 3 3. City-paid retirement disability programs
- 4 4. City-paid annuity programs
- 5 5. Worker's compensation benefits
- 6 6. Vacation pay
- 7 7. Social Security disability pay

8

9 All such requests to participate in the sick leave pool must be made in writing by the employee to the Chief of
10 Police setting forth and including the following information:

11

12 Submission of satisfactory medical evidence from a physician on a form prescribed by the City certifying that
13 the employee has been incapacitated for said period of absence, the estimated period of time the employee will continue
14 to be incapacitated, and the nature and prognosis of the illness or injury.

15

16 An employee who is using sick days from the sick leave pool shall furnish an updated Physician's Report from
17 his/her physician on the form prescribed by the City every thirty (30) days. Said report will be reviewed by the Chief
18 and the Association Advisory Committee to determine his/her eligibility to continue using sick leave from the sick
19 leave pool.

20

21 The Chief of Police will advise the employee of his/her decision in writing within fifteen (15) working days after receipt
22 of the above information.

23

24 **(d)** A member of the bargaining unit eligible for sick leave may use such sick leave for absence necessitated
25 by non-occupational illness, injury, exposure to contagious disease, and in the event of an emergency due to a serious
26 illness or accident in the officer's immediate family up to ten (10) days in a calendar year at the discretion of the
27 Chief of Police providing the member's spouse, if employed, does not continue working during the member's absence.
28 The term "immediate family" as referred to herein includes the spouse of the member, his/her unemancipated
29 children, and disabled dependents of the member who are wholly dependent on the member for their support and
30 maintenance and who reside in the member's immediate household. A normal pregnancy devoid of serious
31 complications is not considered a serious illness in the member's immediate family.

32

33 **(e)** Members of the bargaining unit absent from work on legal holidays, during sick leave, vacation, or
34 disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence
35 with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they

1 were on duty subject to the maximum accumulation of one hundred forty-nine (149) days as set forth in Section (b)
2 above, effective January 1, 2011.

3
4 (f) A member of the bargaining unit on sick leave shall inform his/her immediate supervisor of that fact
5 and the reason therefore prior to the day of absence or as soon as possible, but not later than one (1) hour before
6 his/her reporting time. A member shall keep his/her immediate supervisor informed at reasonable times during the
7 period of his/her sick leave of his/her condition. In the event that an illness or injury (physical or mental) extends
8 beyond three (3) working days or at any time if there is an apparent abuse of the sick leave privilege, the Chief of
9 Police may request that the Chief be provided with a doctor's certificate stating the nature of the illness or injury
10 which caused the member's incapacitation.

11
12 (g) Sick leave will be recorded in two hour increments.

13
14 (h) It is recognized that sick leave is a valuable income protection insurance benefit paid for by the City
15 to be used solely for bona fide sickness or accidents in accordance with the provisions herein. In the event any
16 employee has misused the sick leave provisions contained herein, or has requested the use of sick leave when such
17 sick leave is not warranted, he/she may subject himself/herself to disciplinary action, up to and including
18 discharge.

19
20 **ARTICLE XI - TRAINING AND PHYSICAL FITNESS**

21
22 **(a) Required Training:**

23
24 1. Members of the bargaining unit required to attend necessary job-related police training or education out
25 of the City shall receive full pay for time spent attending school within the limits of Municipal Code, Chapter 29-144
26 and upon approval of the Chief of Police.

27
28 2. A member of the bargaining unit required to attend police courses above shall be eligible for tuition and
29 textbook reimbursement for courses successfully completed within the limits of any ordinance pertaining thereto and
30 the Police Department budget.

31
32 The Police Department shall provide all required training for its employees.

33
34 Accordingly, employees of the Association having completed their normal eight (8) hour shift and having at
35 least eight (8) hours between the start of training time shall not be entitled to overtime compensation.

1 For purposes of training, if an employee is required to work on a day off, the employee shall receive reserve
2 days in lieu of overtime compensation.

3
4 3. Administration and control of the benefits of this provision shall be under the Chief of Police in accordance
5 with Wisconsin Statutes and municipal ordinances and resolutions.

6
7 **(b) In-service Training:**

8
9 1. In-service training, including such time as may be required at the police pistol range shall be conducted in
10 every practical instance during duty hours on City time.

11
12 2. Each member of the bargaining unit assumes full responsibility for learning and knowing the
13 material presented at training sessions and further agrees to maintain a level of professional competence to perform
14 the work assigned to him/her.

15
16 3. Each member of the bargaining unit assumes full responsibility for maintaining a level of physical
17 and mental fitness necessary to perform the work assigned to him/her.

18
19 **(c) Other Job-related Training:**

20
21 1. Effective January 1, 2010 the City will pay for tuition and textbooks within the budgetary limits not
22 to exceed \$300.00 (three hundred dollars) per employee per year to attend courses directly related to their current
23 duties as Police Officer as determined by the Chief and upon approval of the Chief providing the employee
24 satisfactorily completes said course.

25
26 2. In no event shall there be any payments of these benefits where an employee is eligible for Veteran
27 Administration benefits, grants, or other reimbursement for said tuition and textbooks.

28
29 3. Each employee assumes full responsibility for learning and knowing the material presented at training
30 sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary
31 to perform the work assigned to him/her.

32
33 4. Both parties to this Agreement recognize that physical fitness is of paramount importance in the police
34 service. Persons employed in the police service are expected and frequently required to perform at emergencies under
35 extremely high levels of physical effort and stressful conditions. Physical fitness is a condition of employment.

1 **(d) Physical Examinations:** For sufficient reason, physical examinations may be required by the Chief of
2 Police at any time at the expense of the City; None of the designated doctors may be the member's own family
3 physician. Such doctor shall furnish to the Chief of Police the completed medical examination form provided by
4 the City, copy of which is attached hereto, certifying as to the physical condition of the member so examined. Any
5 certification as to mental condition shall be made by a licensed psychiatrist or psychologist. Association may appeal
6 at member's expense. Upon request, a copy of the completed medical examination form will be promptly provided to
7 the member by the Chief of Police or designee.

8
9 **Drug Screening:** Physical examinations conducted pursuant to section (d.) may include a drug screening test
10 for the following:

- 11 Amphetamine
- 12 Cocaine Metabolite
- 13 Opiate
- 14 Phencyclidine
- 15 Marijuana Metabolite

16 17 **ARTICLE XII**

18 **(a) Health Insurance:**

- 19
- 20 1. The City is self-insured for health insurance and agrees to comply with all State of Wisconsin insurance mandates.
21
 - 22 2. Members of the Association shall have the same premium contribution amounts and percentage and all other related
23 health insurance options equal to the Non-represented City of Sheboygan employees.
24
 - 25 3. Effective July 1, 2001, the City shall provide a **flexible benefits plan** available to Police Officers' Association
26 members. The benefits plan shall cover medical and child care expenses. The plan shall be subject to the limits and
27 constraints set by the Federal Government (IRS).
28
 - 29 4. All benefits shall be subject to the standard provisions set forth in the policy or policies, including "other
30 coverage" and "subrogation" amendments. The City's obligations under this Agreement to provide insurance
31 benefits to members of the bargaining unit cease when the member is laid off, discharged, or quits.
32
 - 33 5. The City shall not be obligated to provide **double coverage**; and to escape such double payments, the City
34 may be permitted to cancel benefits or policies which shall duplicate in whole or in part compulsory government
35 insurance.
36

1 6. A retired member of the bargaining unit who has accumulated unused sick leave severance pay may at the time
2 of retirement elect to receive full conversion credit at his/her current basic pay rate for these hours. Said members
3 will exercise this option at the time of retirement and the selection shall be final and irrevocable. The conversion
4 credit shall be recorded and used by the City until exhausted on behalf of the member, spouse, and
5 unemancipated children of the member under the age of eighteen (18) to pay the premium for the City's hospital,
6 surgical, and major medical plan for retirees, providing the member meets the following conditions:

7
8 a. The member must be eligible to receive Wisconsin Retirement System annuity payments or local
9 pension under Wisconsin Statute 62.13, and must have reached retirement age as determined for annuity
10 computation purposes under the Wisconsin Retirement System.

11
12 b. The member is not eligible for any other group health insurance while employed elsewhere.

13
14 c. When the member or his/her spouse becomes eligible for any government sponsored insurance program,
15 the coverage shall be changed to a non-duplicating plan.

16
17 7. In the event of subsequent ineligibility pursuant to Article XII (a)3, or death of a member, spouse, or
18 unemancipated minor children of member, who had elected conversion credit, any unused principal balance remaining
19 in said member's account shall be paid to such member, spouse, or unemancipated minor children, or to the estate or
20 person legally entitled thereto of such member, spouse, or unemancipated minor children of member as the case may
21 be, within sixty (60) days after application for same is made in writing to the City Finance Director/Treasurer.

22
23 8. a. The term “retire” or “retirement” as used in this Article shall mean the member must have reached
24 retirement age (presently age fifty [50]) as determined for annuity computation purposes under the Wisconsin
25 Retirement System and is receiving either a retirement or disability annuity.

26
27 b. Employees who attain one hundred forty-four days (1,152 hours) of unused sick leave shall be eligible to
28 participate in the **Good Attendance/Retirement Bonus Program** effective January 1, 1990. Under the program
29 and upon retirement, the employee will be given a maximum of one (1) retirement insurance credit for each unused
30 sick leave day in excess of one hundred forty-nine (149) days (effective January 1, 2011). In each case of an extended
31 non-occupational injury or illness in excess of thirty (30) workdays during the ten (10) calendar years immediately
32 preceding an employee's retirement date, an additional one-half (1/2) credit will be given for each consecutive sick
33 day used in excess of thirty (30) workdays during said injury/illness. Effective January 1, 2003, upon retirement
34 all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the
35 single plan rate in effect on the last day worked with a cap of sixty-five (65) dollars per credit. (See Addendum No.
36 1 for example of Subsection (a) benefits.) The rate will be reviewed during future contract negotiations.

1 c. . Employees who retire shall be credited with an aggregate amount equal to \$55.29 per month (effective
2 January 1, 2009) times the number of months from the month after retirement until age sixty-five (65) or until eligible
3 for Medicare or any government-sponsored insurance whichever occurs first.
4

5 d. Upon retirement, all credits and monies referred to in Subsections (b) and (c) above, shall be placed
6 into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will
7 be paid in an amount equal to the cost of the lowest-priced single health insurance plan until age sixty-five (65) or
8 until said retiree becomes eligible for Medicare or any government-sponsored insurance, dies, or until the account is
9 exhausted, whichever occurs first.
10

11 9. Said employees shall pay the entire premium for retirees established with the City's insurance carrier to the Finance
12 Director/Treasurer on or before the fifteenth day of the month preceding coverage.
13

14 10. Retirees are part of the City health insurance group. Retirees shall have the same benefit level as active employees.
15 Retirees' premium rates shall be the same as active employees.
16

17 11. An employee may select from a family, employee plus spouse, employee plus children or single plan at retirement.
18 Said retiree shall be allowed to switch between the family, employee plus spouse, employee plus children or single as
19 his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to
20 implementation. This provision is subject to availability of this option by the City's carrier and that change from single
21 to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage. (See attached
22 Letter of Intent)
23

24 12. A surviving spouse is eligible to remain in the City plan.
25

26 13. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced
27 to reflect this integrated program.
28

29 14. A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from programs
30 covered by Chapter 40 of the WI State Statutes.
31

32 15. A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service in the Police
33 Department may participate at his or her own expense in any City hospitalization plan covered by this Agreement
34 provided he or she meets the following conditions:
35
36

- 1 **a.** Marriage to the employee must have been for at least a five (5) year period.
- 2
- 3 **b.** The surviving spouse remains unmarried.
- 4
- 5 **c.** The surviving spouse is not eligible for other group insurance.
- 6
- 7 **d.** The surviving spouse is not eligible for government-sponsored medical insurance.
- 8

9 16. Upon retirement, all said employees' sick days accumulated after January 1, 1985, which are accredited to
10 the sick leave pool shall be removed from the employees' sick leave accounts and the department's sick leave pool.

11

12 17. All past retirees who are receiving the \$34.70 per month health insurance payment shall continue to receive
13 that benefit according to the terms of the 1988-89 Agreement and until age sixty-five (65) or until they become
14 eligible for Medicare or any other government-sponsored insurance.

15

16 **(b) Dental Insurance:**

17

18 The City will provide a free-standing group dental program for which the City will pay eighty-five (85)
19 percent of the single coverage and the family coverage for all eligible full-time employees in the bargaining unit.
20 Such program will provide coverage as contained in the "Dental Schedule of Benefits" attached hereto as Addendum
21 B or comparable coverage.

22

23 **(c) Life Insurance:**

24

25 All employees will pay 50% of the member's basic life insurance premium for Wisconsin Employee Group
26 Life Insurance Plan.

27

28 **(d) Deferred Comp:**

29

30 A deferred compensation plan for City employees shall be made available by a City of Sheboygan resolution
31 in accordance with the Tax Reform Act of 1978 (H.R. 13511). The Wisconsin Deferred Compensation Program will
32 also be offered.

1 **ARTICLE XIII - PENSIONS**

2
3 **(a) Wisconsin Retirement System: :**

4 Employees will pay the defined "Employee Contribution" amount established by the Wisconsin Department
5 of Employee Trust Funds for Protective Occupation with Social Security. Changes in contribution amounts to be
6 applied the first payroll in January of each calendar year.
7

8 **ARTICLE XIV**

9 **a) Uniform Allowance:**

- 10
- 11 **1.** Payable the first payday of the new year, an annual uniform and equipment allowance shall be
12 paid to each bargaining Union member. Effective January 1, 2022, the total amount paid shall
13 be seven hundred and twenty dollars (\$720), with payments for new appointees made the first
14 pay period from the date of hire.
15
 - 16 **2.** Effective January 1, 2011 an additional \$100.00 per year uniform allowance will be paid to ERT,
17 Dive, Canine, Honor Guard and Motor Officer units.
18
 - 19 **3.** There shall be no severance benefits under this provision. However, in the year a member dies,
20 retires, or terminates his/her service with the department, there shall be returned to the general
21 fund that portion of the annual uniform and equipment allowance equal to that portion of the
22 year during which he/she was not in active service in the department which said amount shall be
23 deducted from the final pay roll.
24
 - 25 **4.** Officers who adhere to the mandatory ballistic vest wear policy while on patrol during each duty
26 shift will receive an additional annual uniform and equipment allowance payment in the amount
27 of two hundred dollars (\$200). Said two hundred dollars (\$200) shall be paid the first pay period
28 in January each year in accordance with a) 1. above. Effective January 1, 2020, upon
29 appointment, new appointees shall be awarded an initial ballistic vest for which the City will
30 pay a one-time maximum reimbursement of one thousand dollars (\$1,000) payable upon
31 verification and approval of said purchase by the Police Chief or his/her designee.
32
 - 33 **5.** Effective January 1, 2022, each new appointee to the department shall be paid eight hundred
34 dollars (\$800) as and for an initial uniform and equipment allowance, with payments made the
35 first pay period from the date of hire.
36

1
2 a. In the event such appointee is terminated or terminates within one (1) year of his/her date of
3 appointment, all equipment and uniforms purchased hereunder shall be returned to the City on
4 date of termination.

5
6 b. After a member of the Police Department has completed one (1) year of service, the member
7 shall be paid uniform allowance in accordance with the above, except for the first year in which
8 the annual uniform and equipment allowance shall be prorated on the basis of the number of
9 complete months remaining in that calendar year.

10
11 **6.** Non-uniformed members of the bargaining unit shall receive the same uniform and equipment
12 allowance as uniformed members.

13
14 **(b) City-issued Equipment:**

15
16 **1.** The City shall provide at its expense the following equipment to members of the bargaining unit whose
17 duties require them to utilize such equipment:

- 18 -shoulder patches -name plates
19 -duty firearms and ammunition -police whistles
20 -handcuffs and case -off-duty and on-duty badges
21 -portable radio holder -baton with holder
22 -collar emblems -duty belt, holster, cartridge case and flashlight holder
23 -flashlight and pepper spray or such other non-lethal chemical agents as may be approved by Chief of Police
24

25 Officers who are regularly assigned to the Emergency Response Team shall be provided with all the items
26 enumerated on the Emergency Response Team Equipment Check List to be used for Emergency Response Team
27 assignments only.

28
29 **2.** The equipment issued by the department shall be used by said member and must be maintained in good
30 condition and returned to the department when in the discretion of the Chief of Police reissue is necessary to keep the
31 equipment in good or working condition.

32
33 **3.** All items of equipment must be returned in good condition when a member of the bargaining unit leaves
34 the service of the City. In the event such items are not returned to the City in good condition on such date, the
35 full cost of the articles not so returned shall be deducted from the pay of the member leaving the service of the
36 City.

1
2 **(c) Loss or Damage:**
3

4 1. The City agrees that employees shall not be charged for any loss or damage of City-owned or leased
5 property or materials unless clear proof of maliciousness or a high degree of negligence is shown.
6

7 2. The City agrees to cover the drivers of all Police Department vehicles with sufficient bodily injury
8 liability and property damage liability insurance to cover any claim against said driver involved in an accident
9 while driving a City-owned or leased vehicle.
10

11 **ARTICLE XV – RESIDENCY**
12

13 (a) Residency: Effective January 2020, all employees shall, as a condition of their employment, establish a
14 permanent residence within a 45-mile radius of the jurisdictional boundaries of the City of Sheboygan within four (4)
15 months of completion of their probationary period and must remain residents throughout their employment within the
16 above described requirement, except for the following:

17 1. The Human Resources Director, with input and/or recommendation of the Chief of Police, may extend the
18 four (4) months to accommodate a hardship with evidence the employee is in the process of securing residency.

19 2. Employees living outside the 45-mile radius as of December 31, 2019 may continue to reside at the address
20 of record on December 31, 2019. If such employees change their primary residence during the time of their
21 employment, they may not move further away from the City than their previous residence.

22 3. This residency requirement shall be rescinded and not applicable for members reaching normal retirement
23 age as determined by the Wisconsin Retirement System (presently age 50).
24
25

26 **ARTICLE XVI - PROHIBITION OF STRIKES AND LOCK-OUTS**
27

28 (a) The parties to this Agreement mutually recognize and agree that the services performed by the members
29 of the Police Department are services essential to the public health, safety, and welfare. Therefore, the Association shall
30 not cause or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the
31 Department, nor shall any member of the Association take part in any of such prohibited activities.
32

33 (b) There shall be no lock-out by the City during the term of this Agreement or any extension thereof.
34
35
36

1
2 **ARTICLE XVII - BENEFICIARIES OF AGREEMENT**
3

4 It is agreed that all members of the Police Department who are new appointees to the department and who
5 have not yet completed their initial fifteen (15) month probationary period as new members of the department shall
6 have all the rights and benefits of this Agreement as if they were members of the bargaining unit, except where such
7 rights and benefits are expressly limited by specific reference in this Agreement to Association members; and, also,
8 where the rights and benefits afforded members of the Police Department who have not yet completed their initial
9 fifteen (15) month probationary period as new members of the department are expressly limited or conditioned by
10 the terms and conditions of this Agreement by specific reference to this class of employee. Insofar as rights and
11 benefits are afforded to the herein mentioned probationary employees of the department, they shall have the right
12 to enforcement of these rights and benefits as if they were members of the bargaining unit.
13

14 **ARTICLE XVIII - AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**
15

16 It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the
17 duties, obligations, and responsibilities which by law devolve upon the Common Council and these provisions shall
18 be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful
19 delegation of powers unilaterally devolving upon the Common Council.
20

21 **ARTICLE XIX - SAVING CLAUSE**
22

23 If any article or section of this Agreement or any addenda thereto as it relates to matters under the
24 exclusive control of the Common Council of the City of Sheboygan shall be held invalid by operation of law or by
25 any tribunal of any competent jurisdiction or if compliance with or enforcement of any article or section shall be
26 restrained by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby and the
27 parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually
28 satisfactory replacement for such article or section.
29

30 **ARTICLE XX - RESERVATION OF BENEFITS**
31

32 The parties hereto recognize and understand that although it is their intention to reach an entire agreement
33 that there presently exists certain ordinances of the City of Sheboygan which bear on and affect wages, hours, and
34 conditions of employment and which confer rights and benefits upon the members of the Association, which rights
35 and benefits are not included as subjects in this Agreement. Should the City of Sheboygan repeal an ordinance that
36 confers such a right or benefit upon members of the Association, the parties hereto shall enter into immediate

1 collective bargaining negotiations for the purpose of arriving at a mutually satisfactory amendment to this Agreement
2 whereby rights and benefits which were the subject of the repealed ordinance shall be included in this Agreement.

3
4 **ARTICLE XXI - ENTIRE AGREEMENT**

5
6 (a) This Agreement reached as a result of collective bargaining represents the full and complete Agreement
7 between the parties and supersedes all previous agreements between the parties. It is agreed that only matters
8 specified shall be open for negotiations during the term of this Agreement, whether or not referred to in this
9 Agreement.

10
11 (b) This Agreement shall be effective upon ratification by the membership of the Association and the
12 Common Council of the City of Sheboygan and shall remain in full force and effect until its expiration December
13 31, 2023. Terminations, excluding retirements, before ratification are not included in the benefits of this contract.
14 The parties hereto agree that the Agreement shall be signed as soon after ratification as practicable.

15
16 Dated at Sheboygan, Wisconsin, this _____ day of _____ 2022.

17
18
19 **FOR THE CITY:**

FOR THE SPPOA ASSOCIATION:

20
21 BY: _____
22 Ryan Sorenson, Mayor

BY: _____
Brandon Kehoe, Detective

23
24 BY: _____
25 Meredith DeBruin, City Clerk

BY: _____
Eric Edson, Detective

26
27 BY: _____
28 Kent Huibregtse, Police Officer

29
30 BY: _____
31 Christopher Sondalle, Police Officer

32
33 BY: _____
34 Travis Barber, Police Officer

1 ADDENDUM B TO THE 1988-89 AGREEMENT
2 BETWEEN THE CITY OF SHEBOYGAN AND THE
3 SHEBOYGAN PROFESSIONAL POLICE OFFICERS' ASSOCIATION
4

5 DENTAL SCHEDULE INSURANCE (2)
6 SCHEDULE OF BENEFITS
7

8 **MAXIMUM BENEFITS**
9

10 \$1,500.00 aggregate maximum per calendar year per member. Applies to all dental services other than orthodontic
11 services. \$25 deductible/maximum of three (3) per family per calendar year.
12

13 **ORTHODONTIC MAXIMUM**
14

15 \$1,500.00 per dependent child member's lifetime.
16

17 **LEVEL OF BENEFITS**
18

19 **A. Diagnostic**
20

21 1. Dental Radiographs

- 22 - 100% of usual, customary, and reasonable charges
- 23 - 1 full mouth X-ray series in a period of 36 months in a row
- 24 - 1 supplementary bitewing X-ray series, limited to 2 in a calendar year
- 25 - The plan covers Panoramic X-rays or a full mouth series of X-rays, but not both
26

27 2. Routine Oral Examinations and Prophylaxes

- 28 - 100% of usual, customary, and reasonable charges
- 29 - 1 oral exam or prophylaxis, limited to a total of 2 in a calendar year
30

31 **B. Preventive**
32

33 1. Topical Fluoride Treatment

- 34 - 100% of usual, customary, and reasonable charges
- 35 - limited to members under age 19 years
36

1 2. Space Maintainers
2 - 100% of usual, customary, and reasonable charges
3 - limited to members under age 19 years
4

5 3. Sealants
6 - 100% of usual, customary, and reasonable charges
7 - limited to members under age 14 years
8

9 **C. Ancillary**

10
11 1. General Anesthesia
12 - 100% of usual, customary, and reasonable charges
13

14 2. Antibiotic Drugs
15 - 100% of usual, customary, and reasonable charges
16

17 3. Emergency Palliative Care
18 -100% of usual, customary, and reasonable charges
19

20 4. Emergency denture repairs and adjustments
21 -100% of usual, customary, and reasonable charges
22

23 **D. Restorative**

24
25 1. Direct filling procedures
26 -80% of usual, customary, and reasonable charges
27

28 2. Indirect filling procedures
29 -80% of usual, customary, and reasonable charges
30

31 **E. Oral Surgery**

32
33 -80% of usual, customary, and reasonable charges
34

35 **F. Endodontics**

36

1 80% of usual, customary, and reasonable charges

2

3

4 **G. Periodontics**

5

6 -50% of usual, customary, and reasonable charges

7

8 **H. Prosthodontics**

9

10 -50% of usual, customary, and reasonable charges

11

12 **I. Orthodontic**

13

14 -50% of usual, customary, and reasonable charges

15 -limited to dependent children members under age 19 years

16

17 **ORAL SURGERY:** Provides benefits for the twelve (12) oral surgeries and simple extractions. However
18 no benefits shall be payable under this plan for charges for oral surgery performed on any member if at the time such
19 oral surgery is performed there is in effect a "fee-for-service" plan (presently Blue Cross and Blue Shield United of
20 Wisconsin) or other hospital and/or
21 surgical-medical group insurance policy covering the member.

22

23 (1) See attachment on Oral Surgery covered by Blue Cross Blue Shield.

24 (2) Based on usual, customary, and reasonable charges.

25

26 **ORAL SURGERY**

27

28 Charges are paid to a physician or dentist for the following services only, wherever performed:

29

- 30 1. Surgical exposure or removal of impacted teeth.
- 31 2. Removal of tumors and cysts of the jaw, cheeks, lips, tongue, roof and floor of the mouth, when pathological
- 32 exam is needed.
- 33 3. Surgery to correct accidental injuries of the jaw, cheeks, lips, tongue, roof and floor of the mouth. The injury
- 34 must happen while you are covered under this plan.
- 35 4. Removal of apex of tooth root (apicoectomy).
- 36 5. Removal of exostoses of the jaw and hard palate.

- 1 6. Treatment of fractured facial bones.
- 2 7. External incision and drainage of cellulitis.
- 3 8. Cutting of accessory sinuses, salivary glands or ducts.
- 4 9. Reducing dislocations and removal of the temporomandibular (TMJ) joints.
- 5 10. Gingivectomy – Removal of loose gum tissue to end infection.
- 6 11. Alveolectomy – Leveling structures supporting teeth for the purpose of fitting dentures.
- 7 12. Frenectomy – Incision of any mid-line fold of tissue between the jaws and lips and/or lower jaw and tongue.
- 8 13. Removal of retained (residual) root.
- 9 14. Gingival curettage under general anesthesia.
- 10 15. Apical curettage.

Addendum No. 1

Days Credited	Amount of Credit	Total Credits	Dollar Value	Total Value
------------------	---------------------	------------------	-----------------	----------------

Example:

1/1/85 balance -
144 days of unused
sick leave

Balance at retire-
ment 334 days

190	1	190		
-----	---	-----	--	--

68 consecutive sick
days used due to an
extended illness
(within ten calendar
years prior to
retirement)

38	1/2	19		
—	—	—		

$$209 \times \$39.26 = \$8205.34$$

Letter of Intent

The following wording regarding the ability of a retired employee to change from a single plan to a family plan was placed in the contract January 1, 2001:

“An employee may select either a family or single plan at retirement. Said retiree shall be allowed to switch from single to family or from family to single as his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to implementation. This provision is subject to availability of this option by the City’s carrier and that change from single to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage.”

This Letter of Intent is to clarify that wording.

- A. This provision will take effect on January 1, 2001. As of that date, this wording shall cover all current retirees and future retirees.
- B. The option to change from a single to family plan can only be implemented once.
- C. If a retiree’s spouse has a loss of outside medical coverage from his/her place of employment, the retiree can change his/her City plan from single to family.

- 1. The spouse can enter unconditionally upon completion of his/her COBRA rights with the previous employer, or
- 2. The spouse may enter prior to the completion of COBRA with proof of insurability.
- 3. Should a retiree marry, he/she can change from a single plan to family if:
 - a. He/she has not already used the one-time single to family provisions previously.
 - b. The spouse is not eligible for employer-sponsored health insurance.
 - c. The spouse is not eligible for COBRA health insurance through a previous employer. (Unless he/she provides proof of insurability (see #C.2.).

D. Definitions.

- 1. **Loss of outside medical coverage of an employee’s spouse:** Circumstance which leaves spouse without health insurance. Retirement, voluntary termination, involuntary termination, layoff are examples of loss of outside medical coverage.
- 2. **COBRA.** The current law in effect which requires an employer to offer availability of continued medical insurance in their plan following discontinuation of employment.

Proof of insurability. A medical examination to assure that there are not existing medical conditions that would be exorbitantly expensive