

**Res. No.**

**CITY OF SHEBOYGAN WISCONSIN**

**2022-2023**

**AGREEMENT**

**SHEBOYGAN PROFESSIONAL POLICE OFFICERS'  
SUPERVISORY ASSOCIATION**

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5 **AGREEMENT**

6  
7 THIS AGREEMENT, made and entered into at Sheboygan, Wisconsin, by and between the CITY OF  
8 SHEBOYGAN, a municipal corporation, as municipal employer, hereinafter referred to as "CITY," and the  
9 SHEBOYGAN PROFESSIONAL POLICE OFFICERS' SUPERVISORY ASSOCIATION, as the  
10 representative of certain supervisory personnel who are employed by the City of Sheboygan in the Police  
11 Department, hereinafter referred to as "ASSOCIATION."

12  
13 **WITNESSETH:**

14  
15 WHEREAS, said members of the Association are supervisory personnel and both parties are desirous  
16 of reaching an Agreement covering rates of pay, fringe benefits, and hours of work, and

17  
18 WHEREAS, the parties do hereby acknowledge that this Agreement is the result of the unlimited right  
19 and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the  
20 subject of rates of pay, fringe benefits, and hours of work, and

21  
22 WHEREAS, it is intended that the following Agreement, shall be consistent with that legislative  
23 authority which devolves upon the Common Council of the City of Sheboygan, the Federal Statutes, the  
24 Wisconsin Statutes, and insofar as applicable, the rules and regulations relating to or promulgated by the Police  
25 and Fire Commission and the Chief of Police, and

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

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

35  
36 **ARTICLE I**

37  
38 **(a) Consideration:** The consideration for the execution of this binding Agreement is the covenants  
39 mutually expressed herein and arrived at by the parties hereto.

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

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

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

20  
21           **(e) Conditions and Duration of Agreement:**

- 22           1. This Agreement reached as a result of collective bargaining represents the full and complete  
23 agreement between the parties and supersedes all previous agreements between the parties. The  
24 parties acknowledge that during the negotiations which resulted in this Agreement, each had the  
25 unlimited right and opportunity to make demands and proposals with respect to rates of pay,  
26 fringe benefits, and hours of work, and that the agreements arrived at by the parties after the  
27 exercise of that right and opportunity are set forth in this Agreement.
- 28           2. This Agreement shall remain in full force and effect from January 1, 2022 until its expiration date  
29 December 31, 2023.
- 30           3. It is further understood and agreed that all expenditures or compensation to be paid to members  
31 of the Association in accordance with this Agreement must first meet the requirements and  
32 procedures required by law and the provisions of Chapter 65, Wisconsin Statutes.
- 33           4. Any matter which directly or indirectly relates to wages, hours, or conditions of employment, or  
34 which relates to other matters, whether the same are specifically covered by this Agreement or  
35 not, will not be a subject for bargaining during the term of this Agreement; subject, however, to  
36 the provisions contained in Article XVII and XVIII of this Agreement.

37  
38           **(f) Timetable and Notices:**

- 39           1. Conferences shall be carried on by the parties hereto, beginning not less than ninety (90) calendar  
40 days prior to the expiration of this Agreement.

- 5 2. All written notices sent by the Association representatives to the City requesting conferences  
6 shall be directed to the Mayor and Common Council
- 7 3. All written notices sent by the City to the Association requesting conferences shall be directed to  
8 the President of the Association.
- 9 4. The Association President shall advise the City and the Chief of Police of the names of  
10 Association members named to its negotiating committee sufficiently in advance of the regularly  
11 scheduled conferences so as to permit scheduling for continuity of operations within the  
12 department. Said Association members named to the negotiating committee shall hereinafter be  
13 referred to as Association representatives.

14  
15 **ARTICLE II – REPRESENTATION**

16  
17 **(a) Recognition:** The City recognizes the Association as the exclusive representative of certain  
18 supervisory personnel in the Police Department for the purpose of engaging in conferences and negotiations  
19 with the City on the subject of rates of pay, fringe benefits, and hours of work for all full-time employees in  
20 the following classifications who have completed their initial one (1) year as new members of the department:

- 21 Captain  
22 Lieutenant  
23 Sergeant  
24

25 **(b) Probationary Period:**

- 26 1. All new full-time employees of the Police Department shall serve a minimum probationary period  
27 of one (1) year, uninterrupted by any type of service break, during which time they will be termed  
28 “probationary employees.”
- 29 2. Probationary employees’ service may be terminated at any time by the Chief of Police, in his/her  
30 sole discretion, and neither the employee so terminated nor the Association shall have recourse  
31 over such termination.
- 32 3. After an employee of the Police Department has successfully completed his/her probationary  
33 period of employment, he/she shall become a regular full-time employee of the department, and  
34 he/she shall be placed on the seniority list as of his/her date of hire as a new employee of the  
35 department.
- 36 4. All promoted employees shall serve a minimum probationary period of one (1) year uninterrupted  
37 by any type of service break. An acting appointment within three (3) years of said promotion  
38 which was approved by the Chief on the prescribed City payroll change form will be credited  
39 toward said probationary period.  
40

5           **(c) Unit of Representation:** In the event new positions not now covered by the recognition provision  
6 of this Agreement are created by the City through action of the City Council, and said positions would be  
7 embraced within the Association, provided the parties agree that the new position should be embraced within  
8 the Association, then the employees appointed to such positions shall be deemed part of the Association and  
9 shall be represented by the Association, and they shall also be covered by the Agreement between the  
10 Association and the City.

11  
12           **(d) Cooperation:** The Association recognizes its responsibility to cooperate with the City to assure  
13 maximum service at minimum cost to the public consonant with its obligations as a supervisory group.

14  
15           **(e) Consolidation:** In the event a consolidation occurs in the City, between City and/or County law  
16 enforcement departments, or units thereof, the employees of which are in part or in whole within a recognized  
17 bargaining unit, and such consolidation results in combining of employees in a department who were members  
18 of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment  
19 Relations Commission. The certified representative as determined by the Wisconsin Employment Relations  
20 Commission pursuant to the election shall assume the contractual obligations of each and every consolidated  
21 unit as if no consolidation had occurred until the expiration of the existing contract or agreement.

### 22 23   **ARTICLE III - MANAGEMENT RIGHTS**

24  
25           (a) The Association recognizes the rights of the City, the Police and Fire Commission, and the Chief  
26 of Police to operate and manage their affairs in all respects in accordance with the laws of the State of  
27 Wisconsin, ordinances of the City of Sheboygan, and the Constitution of the United States.

28  
29           (b) The Association recognizes the exclusive right of the Chief of Police to establish reasonable  
30 departmental rules and regulations in accordance with the laws of the State of Wisconsin, ordinances of the  
31 City, and the Constitution of the United States.

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

37  
38           (d) The Association pledges cooperation to the increasing of departmental efficiency and  
39 effectiveness. Any and all rights concerning the management and direction of the Police Department and the

5 police force shall be exclusively the right of the City, the Police and Fire Commission, and the Chief of Police  
6 unless otherwise provided by the terms of this Agreement as permitted by law.

7  
8 **ARTICLE IV – ASSOCIATION ACTIVITY AND GRIEVANCE PROCESS**  
9

10 **(a) Association Activity:**

- 11 1. No Association officer, representative, or member shall conduct any Association business on City  
12 time except as specified in this Agreement.
- 13 2. Reasonable attempts shall be made to conduct contract conferences between the parties outside  
14 of the regularly scheduled work hours of designated Association representatives insofar as is  
15 practical. If such meetings are not conducted outside the regularly scheduled work hours, and are  
16 held upon the request of the employer, the period of time such Association representatives are  
17 present at such meetings shall not be deducted from their pay; said pay to apply to no more than  
18 three (3) of such representatives. Under no circumstances will payment be made for time spent  
19 outside the regularly scheduled workday or workweek. If conferences are held upon the request  
20 of the Association at a time during the regular work hours of designated Association  
21 representatives, the time they are absent from their employment duties shall be deducted from the  
22 pay of all Association representatives present at such meetings. The negotiating committee shall  
23 consist of no more than five (5) of said Association representatives.  
24

25 **(b) Dues Deduction:** The City agrees to deduct from the wages of any Association member all  
26 Association membership dues and fees uniformly required by the Association. Employees who disagree with  
27 how the Association spends money for political or ideological purposes are entitled to a rebate for monies thus  
28 spent pursuant to law as stated by the United States Supreme Court. Such per capita rebate may be obtained by  
29 requesting same in a letter to the Treasurer of the Association. The City also agrees to continue the practice of  
30 deducting voluntary employee deductions from the wages of employees of the department, including, but not  
31 limited to, credit union deductions, United Fund deductions, bond and insurance deductions, and such other  
32 deductions of a similar nature as are now being deducted. The Association agrees to indemnify and hold the  
33 City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a  
34 result of any action taken or not taken by the City under the provisions of this Article.  
35

36 **(c) Grievance Provisions:**

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



- 5 2. Both the Association and the City recognize that grievances and complaints shall be settled  
6 promptly and at the earliest possible time and step.
- 7 3. Class grievances involving the general interpretation, application, or enforcement of the terms of  
8 this Agreement shall be initiated by the Association at Step 2 of this procedure.
- 9 4. The person or persons having the grievance may have a representative of the Association to  
10 represent them without loss of pay at any step in the procedure. However, no individual hearing  
11 a grievance need recognize more than one (1) representative in addition to the employee or  
12 employees having the grievance, except in Step 2, set out below in Section (c), Subsection 2, two  
13 (2) representatives in addition to the person or persons having the grievance may be present.
- 14 5. The individual hearing the grievance shall determine the time and place for such hearing within  
15 the time limits described in this article.
- 16 6. Departure from the steps of this procedure or changes in time limits may be made with the  
17 permission of the Chief of Police or his/her designated representative upon request of either party  
18 when mutually agreed upon by the Chief of Police and the aggrieved party and his/her designee.

19  
20 **(d) Items Exempt From Consideration for Processing Under This Procedure Include the**  
21 **Following:**

- 22 1. Disciplinary actions, job classifications, promotional procedures as are provided by Section  
23 62.13, Wisconsin Statutes, or any other matter provided for in that statute. With regard to the  
24 foregoing matters Section 62.13, Wisconsin Statutes, will apply rather than the grievance  
25 procedure.
- 26 2. Department operations, including orders given, response to such orders, and the carrying out of  
27 required duties, except as otherwise provided by this Agreement.

28  
29 **(e) Steps in the Grievance Procedure:**

- 30 1. **Step 1:** All grievances shall be initiated within ten (10) days of the date of the alleged violation,  
31 or within ten (10) days of when a prudent person should have reasonably known of such alleged  
32 violation, or it shall be considered invalid. The aggrieved person shall discuss the grievance  
33 verbally with his/her immediate supervisor within said ten (10) day period. The Supervisor  
34 consulted shall give a verbal response to the aggrieved within four (4) days of the said discussion.
- 35 2. **Step 2:** If the aggrieved employee decides the reply of his immediate supervisor is unsatisfactory,  
36 the aggrieved employee, or the Association Representative, may within ten (10) days of the  
37 Supervisors response submit the grievance in writing to the Division Commander of the  
38 aggrieved employee or his/her duly designated representative with a copy directly to the Chief of  
39 Police. The grievance shall set forth the date of the alleged violation, the article and section of  
40 the contract that is claimed violated, the facts of the grievance and the relief sought. Within ten

5 (10) days of receipt of the grievance, the Chief of Police and the employee's divisional  
6 commander shall have an informal meeting with up to two (2) association representatives. Either  
7 party may invite any aggrieved employees to the meeting to present facts and answer questions.  
8 The aggrieved employee(s) shall be excused after presenting the facts and answering questions  
9 of the Association representative and the Chief of Police. The Chief of Police shall, within seven  
10 (7) days of the meeting, furnish the Association representative with a written response either  
11 granting or denying the grievance, and the reason for such decision. The decision of the Chief of  
12 Police shall be final on all matters pertaining to the Police Department operation, except as to  
13 rights granted by this Agreement.

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

18  
19 **(f) Disciplinary interviews:**

20 Employees involved in disciplinary interviews and/or investigations regarding alleged violations of  
21 department rules and regulations will be granted the following rights:

- 22 1. To be notified of the names and official capacity, if any, of all persons present during said  
23 interviews(s).
- 24 2. To be notified of the nature of the questioning before any questions are directed to the officer.
- 25 3. To have present another member and/or attorney of his/her (at his/her expense) choosing during  
26 said interview(s), if requested.
- 27 4. To refuse to answer any questions if any of the above rights are denied to him/her.
- 28 5. To be notified if any conversation is being recorded at said interview(s).
- 29 6. To have access to personnel record inspections in accordance with State Statute 103.13.
- 30 7. To be governed by State Statute 942.06 regarding polygraph tests.
- 31 8. The employee shall not be disciplined or discharged without just cause.

32  
33 **(g) Disciplinary action appeals to Circuit Court**

- 34 1. Disciplinary actions against members of the Association may be appealed to Circuit Court as  
35 described in Wisc. Stats 62.13(5).

36  
37 **ARTICLE V – PROHIBITION OF STRIKES AND LOCK-OUTS**

- 38  
39 (a) The parties to this Agreement mutually recognize and agree that the services performed by the  
40 members of the Police Department are services essential to the public health, safety, and welfare.

5 Therefore, the Association shall not cause or permit its members to strike, slow down, disrupt,  
6 impede, or otherwise impair the normal functions of the department, nor shall any member of the  
7 Association take part in any of such prohibited activities.

8  
9 (b) There shall be no lock-out by the City during the term of this Agreement or any extension thereof.

10  
11 **ARTICLE VI - SENIORITY**

12  
13 **For purposes of layoff and continuity of service:**

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

16  
17 (b) Seniority shall be broken and employment terminated for any of the following reasons:

- 18 1. The employee retires, or  
19 2. The employee resigns from the police service, or  
20 3. The employee is discharged and the discharge is not reversed, or  
21 4. The employee is not recalled from layoff for a period of two (2) years, or  
22 5. The employee is recalled from a layoff and does not report for work within three (3) calendar  
23 weeks, or  
24 6. The employee does not return at the expiration of a leave of absence, or  
25 7. The employee gives a false reason in requesting a leave of absence or engages in other  
26 full-time employment without authorization during such leave of absence, or  
27 8. The employee knowingly falsified information on his/her application for employment  
28 material to his/her employment status, or  
29 9. A settlement with the employee has been made for total disability under the Worker's  
30 Compensation Act.

31  
32 (c) A member of the Police Department shall be deemed to have continuous service with the  
33 department unless his/her seniority be broken as set forth in Section (b) above, and except if he/she shall be  
34 absent without leave in excess of three (3) workdays in any given month of the calendar year.

35  
36 (d) **Dismissals and Re-employment:**

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

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

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

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

16  
17 **ARTICLE VII – PAY AND WORK SCHEDULE**

18  
19 **(a) Pay Plan:**

20 Wages of Association members shall be paid biweekly. Mandatory direct deposit shall be required.  
21 The administration of the pay plan shall be in accordance with the salary and wage ordinances, and  
22 the City reserves the right to make correction of clerical errors to the salary and wage ordinances if  
23 any are found.

24  
25 **(b) Rates of pay:**

26 The parties agree that the wages paid to Association members covered by this Agreement  
27 shall be increased as follows, in accordance with the applicable salary and wage ordinances of  
28 the City of Sheboygan, and any appropriate amendments:

29  
30 1. Effective January 1, 2022, the parties hereto agree that all class grades in Pay Schedule Q shall  
31 receive an increase of two and three-fourths (2.75) percent on the base rate Steps 1 through 5, rounded  
32 off so that the biweekly pay is divisible by 78 hours in even cents per hour. Effective January 1, 2023,  
33 the parties hereto agree that all class grades in Pay Schedule Q shall receive an increase of one (1.00)  
34 percent on the base rate Steps 1 through 5, rounded off so that the biweekly pay is divisible by 78  
35 hours in even cents per hour. Effective on the fifteenth payroll of 2023, an increase of two (2.00)  
36 percent on the base rate Steps 1 through 5, rounded off so that the biweekly pay is divisible by 78  
37 hours in even cents per hour.

5           **(c) Education Incentive.**

6           Effective January 1, 2019 the lump sum educational payments were discontinued and transitioned to  
7           an additional hourly amount being added to the pay schedule. This was done by creating separate pay schedules  
8           for Sergeant, Lieutenant, and Captain, as well as corresponding schedules for each rank with Bachelor's Degree  
9           (additional \$0.35 per hour) and Master's Degree (additional \$0.50 per hour). The additional amount was added  
10          to the hourly pay of the schedule at all steps in the schedule.

11  
12          Employees earning a degree are placed in the appropriate schedule upon hire or during the first pay  
13          period of the new year following their being awarded the degree. The department will provide a list of  
14          employees newly eligible to payroll in December of each year. The employee must notify the department and  
15          provide documentation upon being awarded a degree.

16  
17          Effective 2019, employees skilled in Spanish or Hmong fluency (and actively employed as of  
18          December 31 the prior year) will receive a \$250.00 lump sum payment. This amount is to be issued during the  
19          second payroll in February, 2019 and yearly thereafter.

20  
21           **(d) Work Schedule:**

- 22           1. Since the employees covered by the terms of this Agreement are supervisory personnel and as  
23           such are charged with the responsibility of controlling and directing subordinate personnel in  
24           executing their specified police assignments, the regular duty week shall be determined by the  
25           Chief of Police.
- 26           2. Supervisors will work on a 5-2, 5-3 (then repeat cycle) work schedule.
- 27           3. Should any state or federal law or regulation result in the work schedule being in excess of  
28           permissible straight-time hours which results in an increase in the financial benefit to any  
29           employee, the parties hereto agree to immediately negotiate a revised schedule to adjust said  
30           excess.
- 31           4. Police personnel covered under this Agreement may be permitted to accumulate reserve days not  
32           to exceed three (3) in number when in the judgment of the Chief or his designated representative  
33           said changes do not interfere with the efficient operation of the department. The City shall not be  
34           liable for any overtime or other additional payments as a result of changes in duty hours. Said  
35           request shall be made at least one (1) day but in no event more than twelve (12) weeks prior to  
36           the change in duty schedule. A maximum twelve (12) week repayment period is allowed,  
37           provided such repayment has been completed by December 31 of the year in which they occur.
- 38           5. Effective 2015 forward, the City may modify one or more employees' regular work schedule for  
39           the Independence Day celebration, to accommodate the increase in coverage, provided the  
40           modification to an employee's schedule is made 60 or more days in advance. If an employee

5 takes 40 hours of vacation covering or adjacent to Independence Day celebration, he/she is  
6 exempt from this provision. This modification will count as a regular workday, not subject to  
7 overtime, unless the work period exceeds the normal 8-hour shift. All other benefits will be paid  
8 according to the contract and past practice, e.g. Holiday Straight Time, Holiday OT rate, etc.  
9

10 **(e) Shift Premium:** Shift premium pay shall be applicable to employees who are regularly assigned  
11 to an afternoon or night shift as hereinafter defined. Temporary rescheduling of shifts for less than one (1)  
12 calendar month shall not be considered in computing premium pay.

- 13 1. Employees regularly assigned to a shift falling between the hours of 3:00 p.m. and 3:00 a.m. shall  
14 be deemed working the afternoon shift and will receive \$34.00 (thirty four dollars) biweekly  
15 effective January 1, 2010.
- 16 2. Employees regularly assigned to a shift falling between the hours of 8:00 p.m. and 8:00 a.m. shall  
17 be deemed working the night shift and will receive \$40.00 (forty dollars) biweekly effective  
18 January 1, 2010.
- 19 3. The union maintains the right to negotiate the dollar amounts indicated in above sections.  
20

21 **(f) Lunch Period:** Lunch and break periods shall be at the discretion of the Chief of Police or his duly  
22 delegated representative.  
23

24 **(g) Overtime:**

- 25 1. Overtime shall be paid under either of the following conditions:
  - 26 a. When the employee performs work of thirty (30) minutes or more in excess of the  
27 regular workday, excluding report time as set forth in Section (g) below, or
  - 28 b. When the employee performs work in excess of the regular workweek, excluding  
29 report time as set forth in Section (g) below.
- 30 2. **Compensation for overtime work** shall be paid at the rate of one and one-half (1-1/2) the regular  
31 rate of pay, except that members of the Association working overtime on a holiday as defined in  
32 Article VIII(b)(4) shall receive two (2) times their regular rate of pay for said holiday time worked  
33 beyond their normal workday.
- 34 3. Members of the Association may **take compensatory time off** at the rate of one and one-half  
35 (1-1/2) time in lieu of overtime cash payments with the approval of the Chief of Police or his duly  
36 delegated representative.
- 37 4. In 2018, members of the bargaining unit will be permitted to retain 80 hours of compensation  
38 time. After that, all overtime hours will be paid out as earned. All accumulated compensatory  
39 time will be paid out on the last payroll of the year at the current rate of pay. Members who wish  
40 to have earned compensatory time paid prior to the last payroll of the year shall complete a

5 “sellback request” available through the department’s automated scheduling and payroll system.  
6 Sellback requests must be completed in full-hour increments. The sellback request shall include  
7 the number of compensatory time hours the employee wishes to have paid. The sellback request  
8 will be forwarded to payroll and will be paid on the following pay period. Members who wish to  
9 participate in a bi-weekly payout and not accumulate their overtime must sign-up each year for  
10 this option (sign-up forms will be distributed by payroll in December of each year).

- 11 5. Application of provisions contained in this section shall not involve pyramiding, duplicating, or  
12 compounding of overtime.

13  
14 **(h) Report Time:** Each supervisor will be required to report to work forty-five (45) minutes prior to  
15 the beginning of his/ her shift.

16  
17 Effective March 30, 2003, report time shall be paid in lieu of overtime at the rate of 160.5 hours at  
18 the Captain, Lieutenant, and Sergeant current hourly wage rate (Schedule Q) and shall be paid equally in  
19 twenty-six (26) pay periods annually. Report time will be adjusted each time base salary rates at Schedule Q  
20 of the agreement are increased. The 160.5 hours worked, as set forth above, is calculated on the basis of two  
21 hundred fourteen (214) days actually worked multiplied by .75 of an hour for each work day during which  
22 preparation for report time is conducted. (214 x .75 = 160.5)

23  
24 **(i) Longevity Pay:** All members of the Association whose performance is satisfactory shall receive  
25 longevity pay according to the schedule in Subsection 1. Such longevity pay shall be paid commencing on the  
26 first regular pay period following entitlement thereto:

27  
28 **Step 6.** After five (5) years' continuous service and one (1) year at maximum rate, an addition of  
29 1-1/2 (one and one-half) percent to Step 5.

30 **Step 7.** After ten (10) years' continuous service and one (1) year at maximum rate, an additional  
31 1-1/2 (one and one-half) percent for a total of three (3) percent added to Step 5.

32 **Step 8.** After fifteen (15) years' continuous service and one (1) year at maximum rate, an  
33 additional 1-1/2 (one and one-half) percent for a total of 4-1/2 (four and one-half) percent added  
34 to Step 5.

35 **Step 9.** After twenty (20) years of continuous service and one (1) year at maximum rate, an  
36 additional 1-1/2 (one and one-half) percent for a total of 6.0 (six) percent added to Step 5.

37 **Step 10.** Effective July 1, 2018, after twenty-five (25) years of continuous service one (1) year at  
38 maximum rate, an additional 2 (two) percent for a total of 8.0 (eight) percent added.

5 (j) In the event a member of the Association is promoted to a class grade with a higher pay range,  
6 the entrance rate shall be at the lowest step in the higher class grade that will provide an increase of no less  
7 than eight (8) percent over his/her regular class grade rate prior to such promotion. If the promoted member is  
8 paid at a step level below that of the member's actual service step, the member shall be paid at the member's  
9 actual service step at the completion of the probationary period.

10  
11 **(k) Call-out Pay:**

- 12 1. Effective April 9, 2003, members of the Association who are **called back to duty** outside of their  
13 regularly scheduled hours shall receive call-out pay for authorized extra time for special events,  
14 court appearances, training, and investigations pursuant to their official duties at a minimum of  
15 two (2) hours at time and one-half (1-1/2) pay for each such special call-out, providing a minimum  
16 interval of two (2) hours exists between the start of each call-out. Officers are required to respond  
17 immediately to all call-outs as directed. Time and one-half (1-1/2) will be paid for actual firearm  
18 training time in excess of the regular workday.
- 19 2. All **witness fees** paid to members of the Association which arise out of their employment duties  
20 shall be paid to the Finance Director/Treasurer's Office.
- 21 3. Court Cancellations: An officer required to appear in court as a result of his/her employment  
22 duties, except civil actions not involving the City, shall be eligible for two (2) hours'  
23 compensation at his/her regular rate of pay in the event the scheduled case is cancelled after 5:00  
24 pm the day before the hearing. In the event that an officer is eligible for court cancellation pay,  
25 and the scheduled court appearance time is within two (2) hours of the supervisor's scheduled  
26 starting time, the supervisor shall be eligible for compensation at his/her regular rate of pay from  
27 the time of the scheduled appearance to the time of the member's scheduled starting time. To be  
28 eligible for such compensation, the employee must consult the current court calendar to determine  
29 the status of the case. Said pay shall not apply if the officer is reimbursed from any other source  
30 for said service.

31  
32 **(l) Duty-incurred Disability Pay:**

- 33 1. An Association member who sustains a compensable injury while performing within the scope  
34 of his/her employment as provided by Chapter 102, Wisconsin Statutes, shall receive his/her  
35 regular straight-time wages for the period of time he/she is temporarily totally or temporarily  
36 partially disabled because of said injury, not to exceed six (6) months per injury, and providing  
37 such person endorses his/her compensation check from the insurance carrier over to the City  
38 Finance Director/Treasurer for deposit in the proper fund. After the expiration of the six (6)  
39 months, said person shall receive only the compensation payment awarded him/her by the  
40 insurance carrier or such payments he/she is entitled to pursuant to law. The amount thus received



5 in excess of the payments to which the employee shall be entitled under the provisions of the  
6 Worker's Compensation Act, shall be attributable and applied as an off-set by the City to any  
7 claim which the employee may be entitled to because of a permanent injury sustained.

8 2. In no case shall a person receive duty-incurred disability pay for more than twelve (12)  
9 months (2108 hours), during his/her period of employment, regardless of the number of  
10 compensable injuries involved.

11 3. During any time in which a person is receiving duty-incurred disability pay, all the rights and  
12 benefits he/she is entitled to as a member of the Association shall continue to accrue, including, but  
13 not limited to, sick leave and vacation time.

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

16 5. Members of the Police Department who have not completed their initial one (1) year  
17 probationary period as new members of the department shall not receive duty-incurred pay from  
18 the City for any physical condition or aggravation of a physical condition preexisting the date  
19 of hire of such persons.

20  
21 **(m) Severance Pay:**

22 1. Upon retirement, layoff without cause on the part of the employee, or death, an employee or the  
23 employee's estate will receive the following severance pay, less any amount paid to the employee as  
24 a result of any previous terminations.

25  
26 a) **Language Fluency Incentive:** Any language fluency incentive as described in ARTICLE  
27 VII (c)

28 b) **Vacation:** All unused vacation pay and earned vacation pay prorated for all completed  
29 months of service from January 1 to the date of retirement.

30 c) **Compensatory Time:** Payment for any accumulated overtime work performed.

31 d) **Sick Leave.** A full-time employee is entitled to payment for all accumulated sick leave,  
32 not in excess of eighty (80) days, at his/her regular rate of pay exclusive of holiday pay upon  
33 retirement, layoff without cause on the part of the employee, or death, less any paid out as a  
34 result of any previous terminations.

35  
36 2. Upon voluntary termination, an employee will receive the following severance pay less any amount  
37 paid out as a result of any previous terminations.

38 a) **Vacation:** All unused vacation pay.

39 b) **Compensatory Time:** Payment for any accumulated overtime work performed.  
40

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**ARTICLE VIII – VACATION, HOLIDAYS AND BEREAVEMENT**

**(a) Vacation:**

All employees hired after January 1, 1988, between December 1 through December 31 will be entitled to the first step in the vacation schedule January 1 of the following year.

1. Each member of the Association shall be granted a yearly vacation without loss of pay in accordance with the following schedule:

- a. After completion of one (1) years' service with the Police Department to completion of four (4) years' service with the department, one hundred four (104) hours of vacation per year.
- b. After completion of five (5) years' service with the Police Department to completion of nine (9) years' service with the department, one hundred forty-four (144) hours of vacation per year.
- c. After completion of ten (10) years' service with the Police Department to completion of fourteen (14) years' service with the department, one hundred ninety-two (192) hours of vacation per year.
- d. After completion of fifteen (15) years' service with the Police Department, two hundred forty (240) hours of vacation per year.

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

**(b) Holidays:**

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

2. Members of the Association required to work on holidays shall receive in addition to their regular pay, hour for hour additional pay at the employee's straight time rate of pay up to a maximum of eight (8) hours, of Subsection 3 below. Such additional straight time shall be paid on the last payday in December of each year following its accrual, except insofar as such overtime was compensated by compensatory time off.

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

- |                      |                  |
|----------------------|------------------|
| New Year's Day       | Labor Day        |
| Friday before Easter | Thanksgiving Day |

5	Easter Sunday	Christmas Eve
6	Memorial Day	Christmas Day
7	Independence Day*	New Year's Eve Day

8 \*Independence Day (or the date of official celebration, designated by the Common Council),  
9 with the understanding that this day alone will be recognized as the holiday.

10 b. One (1) Floating Holiday

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

- 13 a. Holiday compensatory pay as defined in Section (b)1 above.
- 14 b. Double time rate of pay for hours worked.
- 15 c. Up to eight (8) hours holiday pay as defined in Section (b)2 above.

16  
17 Said eight (8) hours can be taken in pay, or compensatory time off, at the option of the employee.

18  
19 **(c) Bereavement Pay:**

- 20 1. Effective January 1, 2007, the City will pay for each day of approved absence from work for any  
21 of the five (5) normally scheduled workdays that fall either directly before or directly after the  
22 date of the funeral, not to include already scheduled regular days off, for time necessary to attend  
23 or arrange for funerals of spouse, children, parents, of an employee. The City will pay for each  
24 day of approved absence from work for any of the three (3) normally scheduled workdays that  
25 fall either directly before or directly after the date of the funeral, not to include already scheduled  
26 regular days off, for time necessary to attend or arrange for funerals of grandchildren, mother- or  
27 father-in-law, brother- or sisters-in-law, brothers, or sisters of an employee. In addition,  
28 employees will be accorded time off to attend the funeral services of grandparents up to a  
29 maximum of one (1) day when authorized in advance by the Chief of Police.
- 30 2. A member of the Association excused from work under this section shall receive eight (8) hours  
31 at his/her regular rate of pay per each scheduled day of work excused in accordance with Section  
32 (c)1. Time thus paid will not be counted as hours worked for purpose of overtime.

33  
34  
35 **ARTICLE IX - LEAVES OF ABSENCE**

36  
37 The provisions of Chapter 82 of the Municipal Code of the City of Sheboygan are recognized and  
38 made a part of this Agreement by this reference.

5 Leaves of absences and benefits during military reserve training for Reservists and members of the  
6 National Guard shall be in accordance with applicable laws; currently, U.S. Department of Labor, Chapter 43,  
7 Part 3, Roman Numeral - Title 38, U.S. Code.

8  
9 **ARTICLE X - SICK LEAVE**

10  
11 (a) Each member of the Association shall accumulate sick leave days of one (1) day for each  
12 completed month of service with the department.

13  
14 (b) Unused sick leave will be accumulated up to a maximum of one hundred forty-four (144) working  
15 days. Unused sick leave in excess of one hundred forty-four (144) working days per person shall be pooled in  
16 the Police Department sick leave pool and may be restored, pursuant to the terms of this article, for use of the  
17 members of the Police Department.

18  
19 (c) Administration of the sick leave pool shall be under the jurisdiction of the Chief of Police and  
20 administered at his sole discretion. A member of the department is not eligible to participate in the sick leave  
21 pool if he/she is eligible for any other City benefit program including, but not limited to, the following:

- 22  
23 1. Duty-incurred disability pay  
24 2. Base sick leave pay  
25 3. City-paid retirement disability programs  
26 4. City-paid annuity programs

27  
28 All such requests to participate in the sick leave pool must be made in writing by the employee to the  
29 Chief of Police setting forth and including the following information:

30  
31 Submission of satisfactory medical evidence from a physician on a form prescribed by the City  
32 certifying that the employee has been incapacitated for said period of absence, the estimated period  
33 of time the employee will continue to be incapacitated, and the nature and prognosis of the illness or  
34 injury.

35  
36 The Chief of Police will advise the employee of his decision in writing within fifteen (15) working  
37 days after receipt of the above information.

38  
39 (d) A member of the Association eligible for sick leave may use such sick leave for absence  
40 necessitated by non-occupational illness, injury, exposure to contagious disease, and in the event of an

5 emergency due to a serious illness or accident in the officer's immediate family up to ten (10) days in a calendar  
6 year at the discretion of the Chief of Police. The term "immediate family" as referred to herein includes the  
7 spouse of the member, his/her unemancipated children, and disabled dependents of the member who are wholly  
8 dependent on the member for their support and maintenance and who reside in the member's immediate  
9 household. A normal pregnancy devoid of serious complications is not considered a serious illness in the  
10 member's immediate family.

11  
12 (e) Members of the Association absent from work on legal holidays, during sick leave, vacation, or  
13 disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence  
14 with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though  
15 they were on duty subject to the maximum accumulation of one hundred forty-four (144) days as set forth in  
16 Section (b) above.

17  
18 (f) A member of the Association on sick leave shall inform his/her immediate supervisor of that fact  
19 and the reason therefore prior to the day of absence or as soon as possible, but not later than one (1) hour before  
20 his/her reporting time. A member shall keep his/her immediate supervisor informed at reasonable times during  
21 the period of his/her sick leave of his/her condition. In the event that an illness or injury extends beyond three  
22 (3) working days or at any time if there is an apparent abuse of the sick leave privilege, the Chief of Police  
23 may request that he be provided with a doctor's certificate stating the nature of the illness or injury which  
24 caused the member's incapacitation.

25  
26 (g) Absences for a fraction or part of a day that are chargeable to sick leave in accordance with the  
27 provisions of this article shall be charged proportionately in an amount not smaller than two (2) hour  
28 increments.

29  
30 (h) It is recognized that sick leave is a valuable income protection insurance benefit paid for by the  
31 City to be used solely for bona fide sickness or accidents in accordance with the provisions herein. In the event  
32 any employee has misused the sick leave provisions contained herein, or has requested the use of sick leave  
33 when such sick leave is not warranted, he/she may subject himself/herself to disciplinary action, up to and  
34 including discharge.

5 **ARTICLE XI – EDUCATION AND TRAINING**

6  
7 **(a) Education Benefits:**

8 1. Members of the Association required to attend necessary job-related police training or education  
9 out of the City shall receive full pay for time spent attending school within the limits of Municipal  
10 Code, Chapter 82 and upon approval of the Chief of Police.

11 2. Tuition and textbook reimbursement shall be in accordance with the Federal Omnibus Crime Bill  
12 and Safe Streets Act of 1968, the Division of Highway Safety Coordination of the State of Wisconsin,  
13 Veterans Administration Benefits, or any other state or federal agency making grants pertaining  
14 thereto. In no event shall there be any duplication of these benefits paid the member.

15 3. A member of the Association required to attend police courses not covered by Subsection 2 above  
16 shall be eligible for tuition and textbook reimbursement for courses successfully completed within the  
17 limits of any ordinance pertaining thereto and the Police Department budget.

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

20  
21 **(b) In-service Training:**

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

24 2. Each member of the Association assumes full responsibility for learning and knowing the material  
25 presented at training sessions and further agrees to maintain a level of professional competence to  
26 perform the work assigned to him/her.

27 3. Each member of the Association assumes full responsibility for maintaining a level of physical and  
28 mental fitness necessary to perform the work assigned.

29  
30 **(c) Other Job-related Training:**

31 1. The City will pay for tuition and textbooks within the budgetary limits not to exceed three hundred  
32 dollars (\$300.00) per employee per year to attend courses directly related to his/her current duties as  
33 Police Officer as determined by the Chief and upon approval of the Chief providing the employee  
34 satisfactorily completes said course.

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

37  
38 **(d) Physical Examinations:** Physical examinations may be required by the Chief of Police at any  
39 time at the expense of the City; none of the designated doctors may be the member's own family physician.

5 Such doctor shall furnish to the Chief of Police the completed medical examination form provided by the City,  
6 copy of which is attached hereto, certifying as to the physical and mental condition of the member so examined.

7  
8 (e) Drug Screening: Physical examinations conducted in following the 15<sup>th</sup> and 25<sup>th</sup> year of  
9 employment will include a drug screening test for the following:

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

## 15 **ARTICLE XII – HEALTH INSURANCE**

### 16 17 18 **(a) Health Insurance:**

19  
20 The City shall provide for all eligible employees in the bargaining unit a plan for health insurance,  
21 whether insured by the City of Sheboygan or by another reputable insurer. The City shall continue utilization  
22 management.

- 23  
24 1. The City is self-insured for health insurance and agrees to comply with all State of Wisconsin  
25 insurance mandates.
- 26 2. Members of the Association shall have the same premium contribution amounts and percentage,  
27 and all other related insurance options equal to Non-represented City employees.
- 28 3. Members shall have the same opt-out incentive and/or spousal surcharge amount as Non-  
29 represented employees.
- 30 4. Upon an IRS Qualifying Event, or during the annual open enrollment period, said employee is  
31 permitted to return to the city health insurance plan.
- 32 5. All benefits shall be subject to the standard provisions set forth in the policy or policies, including  
33 "other coverage" and "subrogation" amendments. The City's obligation under this Agreement to  
34 provide insurance benefits to members of the Association cease when the member is laid off,  
35 discharged, or quits.
- 36 6. The City shall not be obligated to provide double coverage; and to escape such double payments,  
37 the City may be permitted to cancel benefits or policies which shall duplicate in whole or in part  
38 compulsory governmental insurance.

5                   **(b) Retiree health insurance benefits**

- 6                   1. Employees who maintain one hundred forty-four days (1,152 hours) of unused sick leave shall  
7                   be eligible to participate in the Good Attendance/Retirement Bonus Program effective January 1,  
8                   1988. Under the program and upon retirement the employee will be given a maximum of one (1)  
9                   retirement insurance credit for each unused sick leave day accumulated after January 1, 1985 in  
10                  excess of one hundred forty-four (144) days. In each case of an extended non-occupational injury  
11                  or illness in excess of thirty (30) workdays during the ten (10) calendar years immediately  
12                  preceding an employee's retirement date an additional one-half (1/2) credit will be given for each  
13                  consecutive sick day used in excess of thirty (30) workdays during said injury/illness. **Effective**  
14                  **January 1, 2010**, upon retirement all accumulated retirement insurance credits will be converted  
15                  into cash value, at the rate of twelve (12) percent of the cost of the single health insurance plan  
16                  per credit.
- 17                  2. Retiree Health Insurance Monthly Credit: Full-time employees who retire shall be credited with  
18                  an aggregate amount equal to \$58.03 per month effective **January 1, 2009**, times the number of  
19                  months from the month after retirement until age sixty-five (65) or until eligible for Medicare or  
20                  any government-sponsored insurance whichever occurs first.
- 21                  3. Upon retirement all credits and monies referred to in Subsection (b) shall be placed into a City  
22                  escrow account from which the retiree's premium for the City's health insurance plan for retirees  
23                  will be paid in an amount equal to the cost of the lowest-priced single health insurance plan until  
24                  age sixty-five (65) or until said retiree becomes eligible for Medicare or any  
25                  government-sponsored insurance, dies, or until the account is exhausted, whichever occurs first.
- 26                  4. Upon retirement, all said employees' sick days accumulated after January 1, 1985, which are  
27                  accredited to the sick leave pool shall be removed from the employees' sick leave accounts and  
28                  the department's sick leave pool.
- 29                  5. A retired member of the Association who has accumulated unused sick leave severance pay may  
30                  at the time of retirement elect to receive full conversion credit at his/her current basic pay rate for  
31                  these hours. Said members will exercise this option at the time of retirement and the selection  
32                  shall be final and irrevocable. The conversion credit shall be recorded and used by the City until  
33                  exhausted on behalf of the member, spouse, and unemancipated children of the member under  
34                  the age of eighteen (18) to pay the premium for the City's hospital, surgical, and major medical  
35                  plan for retirees, providing the member meets the following conditions:
- 36                                 a. The member must be eligible to receive Wisconsin Retirement System annuity payments  
37                                 or local pension under Wisconsin Statute 62.13, and must have reached retirement age  
38                                 as determined for annuity computation purposes under the Wisconsin Retirement  
39                                 System.  
40                                 System.



- 5                   b. The member is not eligible for any other group health insurance while employed  
6 elsewhere.
- 7                   c. When the member or his/her spouse becomes eligible for any government-sponsored  
8 insurance program, the coverage shall be changed to a non-duplicating plan.  
9
- 10               6. In the event of a subsequent ineligibility pursuant to Article XII (a)6, or death of a member,  
11 spouse, or unemancipated minor children of a member, who had elected conversion credit, any  
12 unused principal balance remaining in said member's account shall be paid to such member,  
13 spouse, or unemancipated minor children, or to the estate or person legally entitled thereto of  
14 such member, spouse, or unemancipated minor children of member as the case may be, within  
15 sixty (60) days after application for same is made in writing to the City Finance  
16 Director/Treasurer.
- 17               7. Said employees shall pay the entire premium for retirees established with the City's insurance  
18 carrier to the Finance Director/Treasurer on or before the fifteenth day of the month preceding  
19 coverage.
- 20               8. Retirees are part of the City health insurance group. Retirees shall have the same benefit level as  
21 active employees. Retirees' premium rates shall be the same as active employees.
- 22               9. An employee may select from a family, employee plus spouse, employee plus children or single  
23 plan at retirement. Said retiree shall be allowed to switch between the family, employee plus  
24 spouse, employee plus children or single plan as his/her personal circumstances change. The  
25 retiree must notify the City of a change at least thirty (30) days prior to implementation. This  
26 provision is subject to availability of this option by the City's carrier and that change from single  
27 to family is limited to one (1) per retiree and only in the event his/her spouse loses outside  
28 coverage. (See attached Letter of Intent)
- 29               10. A surviving spouse is eligible to remain in the City plan.
- 30               11. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will  
31 be reduced to reflect this integrated program.
- 32               12. A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from  
33 programs covered by Chapter 40 of the WI State Statutes.
- 34               13. A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service  
35 in the Police Department may participate at his or her own expense in any City hospitalization  
36 plan covered by this Agreement provided he or she meets the following conditions:  
37
- 38                   a. Marriage to the employee must have been for at least a five (5) year period.
- 39                   b. The surviving spouse remains unmarried.
- 40                   c. The surviving spouse is not eligible for other group insurance.

5 d. The surviving spouse is not eligible for government-sponsored medical insurance.

6  
7 **(c) Dental Insurance:**

8 The City will provide a free-standing group dental program for which the City will pay eighty-five  
9 (85) percent of coverage for all eligible full-time employees in the bargaining unit. Such program will provide  
10 coverage as contained in the "Dental Schedule of Benefits" attached hereto as Addendum A or comparable  
11 coverage.

12  
13 **(d) Life Insurance:**

14 The City agrees to pay 50% of the member's basic life insurance premium of the Wisconsin Employee  
15 Group Insurance Plan or comparable coverage for eligible members of the bargaining unit who have voluntarily  
16 choose to participate in said plan.

17  
18 **ARTICLE XIII - WISCONSIN RETIREMENT SYSTEM**

19  
20 Effective January 1, 2015, employees will pay the defined "Employee Contribution" amount established by  
21 the WI Department of Employee Trust Funds for Protective Occupation with Social Security.

22  
23 **ARTICLE XIV – UNIFORM ALLOWANCE AND CITY-ISSUED EQUIPMENT**

24  
25 **(a) Uniform Allowance:**

- 26 1. Effective January 1, 2022, each new appointee to the department shall be paid eight hundred fifty  
27 dollars (\$850) as and for an initial uniform and equipment allowance. In the event such appointee  
28 is terminated or terminates within one (1) year of his/her date of appointment, all equipment and  
29 uniforms purchased hereunder shall be returned to the City on date of termination.
- 30 2. Such payments shall be made as follows:
- 31 a. New appointees will receive their allowance payment on the first pay period from the  
32 date of hire.
  - 33 b. After a member of the Police Department has completed one (1) year's service, the police  
34 uniform and equipment account shall be credited with monies, prorated on the basis of  
35 the remainder of the calendar year after completion of said one (1) year's service, applied  
36 against the annual allowance.
  - 37 c. The annual uniform and equipment allowance shall be seven hundred twenty (\$720) per  
38 year starting in 2022 per Police Supervisor.
  - 39 d. Ballistic Vest. Effective January 1, 2020, each new supervisory appointee to the  
40 department shall be paid one thousand dollars (\$1,000) as and for an initial mandatory

5 ballistic vest reimbursement. Supervisors who adhere to the mandatory ballistic vest  
6 wear policy while on patrol during each duty shift will receive an additional annual  
7 uniform and equipment allowance payment in the amount of \$200.

8 e. ERT and Dive Team: Effective January 1, 2010, increase annual uniform allowance by  
9 \$100.00 for the ERT and Dive Team.

10 f. Honor Guard Team: Effective January 1, 2012, Honor Guard Team to receive the  
11 \$100.00 increase to uniform allowance.

12 3. Non-uniformed members of the Association shall receive the same uniform and equipment  
13 allowance as uniformed members.

14

15 (b) City-issued Equipment:

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

18

19 --shoulder patches            --duty firearms            --handcuffs and case

20 --collar emblems            --name plates            --police whistles

21 --off-duty badges            --on-duty badges

22 --duty belt, holster, cartridge case and flashlight holder

23 --Flashlights and pepper spray or such other non-lethal chemical agents as may be approved by the  
24 Chief of Police.

25

26 Officers who are regularly assigned to the Tactical Unit shall be provided with all the items  
27 enumerated on the Tactical Unit Equipment Check List, in effect at the time of negotiations, to be  
28 used for Tactical Unit assignments only.

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

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

36

37 (c) Loss or Damage:

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

40

5 (d) Insurance:

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

9  
10 **ARTICLE XV - RESIDENCY**

11  
12 (a) Residency: Effective January 1, 2020, all employees shall, as a condition of their employment,  
13 establish a permanent residence within a 45-mile radius of the jurisdictional boundaries of the City of  
14 Sheboygan within four (4) months of completion of their probationary period and must remain residents  
15 throughout their employment within the above described requirement, except for the following:

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

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

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

25  
26 **ARTICLE XVI - BENEFICIARIES OF AGREEMENT**

27  
28 It is agreed that all members of the Police Department who are new appointees to the department and  
29 who have not yet completed their initial one (1) year probationary period as new members of the department  
30 shall have all the rights and benefits of this Agreement as if they were members of the Association, except  
31 where such rights and benefits are expressly limited by specific reference in this Agreement to Association  
32 members; and, also, where the rights and benefits afforded members of the Police Department who have not  
33 yet completed their initial one (1) year probationary period as new members of the department are expressly  
34 limited or conditioned by the terms and conditions of this Agreement by specific reference to this class of  
35 employees. Insofar as rights and benefits are afforded to the herein mentioned probationary employees of the  
36 department, they shall have the right to enforcement of these rights and benefits as if they were members of  
37 the Association.

5                   **ARTICLE XVII - AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

6  
7                   It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the  
8 duties, obligations, and responsibilities which by law devolve upon the Common Council and these provisions  
9 shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an  
10 unlawful delegation of powers unilaterally devolving upon the Common Council.

11  
12   **ARTICLE XVIII - SAVING CLAUSE**

13  
14                   If any article or section of this Agreement or any addenda thereto as it relates to matters under the  
15 exclusive control of the Common Council of the City of Sheboygan shall be held invalid by operation of law  
16 or by any tribunal of any competent jurisdiction or if compliance with or enforcement of any article or section  
17 shall be restrained by such tribunal, the remaining of this Agreement and addenda shall not be affected thereby  
18 and the parties shall enter into immediate conferences for the purpose of arriving at a mutually satisfactory  
19 replacement for such article or section.

20  
21   **ARTICLE XIX - RESERVATION OF BENEFITS**

22  
23                   The parties hereto recognize and understand that although it is their intention to reach an entire  
24 agreement that there presently exists certain ordinances of the City of Sheboygan which bear on and affect  
25 wages, hours, and conditions of employment and which confer rights and benefits upon the members of the  
26 Association, which rights and benefits are not included as subjects in this Agreement. Should the City of  
27 Sheboygan repeal an ordinance that confers such a right or benefit upon members of the Association, that  
28 parties hereto shall enter into immediate collective bargaining conferences for the purpose of arriving at a  
29 mutually satisfactory amendment to the Agreement relative to the subject of the repealed ordinance.

30  
31   **ARTICLE XX - ENTIRE AGREEMENT**

32  
33                   (a) This Agreement reached as a result of collective bargaining represents the full and complete  
34 Agreement between the parties and supersedes all previous agreements between the parties. It is agreed that no  
35 matters shall be open for negotiations during the term of this Agreement, whether or not referred to in this  
36 Agreement.

37  
38                   (b) This Agreement shall be effective upon ratification by the membership of the Association and the  
39 Common Council of the City of Sheboygan and shall remain in full force and effect until its expiration  
40 December 31, 2023. The parties hereto agree that the Agreement shall be signed as soon after ratification as

5 practicable. In the event a successor agreement is not arrived at between the parties, the City agrees to continue  
6 the wages and fringe benefits as contained herein in consideration for all employees in the Association  
7 continuing to perform all their duties and responsibilities without interruption.

8  
9 Dated at Sheboygan, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

10  
11 **SIGNATURES ON FILE**

12  
13 FOR THE CITY:

FOR THE SPPOSA

14  
15 \_\_\_\_\_

\_\_\_\_\_

16 Mayor Ryan Sorenson

Douglas Teunissen

17  
18 \_\_\_\_\_

\_\_\_\_\_

19 Meredith DeBruin

Kurt Zempel

20 City Clerk

\_\_\_\_\_

21  
22 Christopher Stephen

23  
24 \_\_\_\_\_

25 Alexander Jaeger

26  
27 \_\_\_\_\_

28 James Veaser

29  
30

5 **LETTER OF INTENT**

6  
7 The following wording regarding the ability of a retired employee to change from a single plan to a family  
8 plan was placed in the contract January 1, 2001 and updated in 2018 (adding the limited family option):

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

15  
16 **This Letter of Intent is to clarify that wording.**

17  
18 A. This provision will take effect on January 1, 2001. As of that date, this wording shall cover all current  
19 retirees and future retirees.

20 B. The option to change from a single to family/limited family plan can only be implemented once.

21 C. If a retiree’s spouse has a loss of outside medical coverage from his/her place of employment, the  
22 retiree can change his/her City plan from single to family.

23 1. The spouse can enter unconditionally upon completion of his/her COBRA rights with the  
24 previous employer, or

25 2. The spouse may enter prior to the completion of COBRA with proof of insurability.

26 3. Should a retiree marry, he/she can change from a single plan to family/limited family if:

27 a. He/she has not already used the one-time single to family provisions previously.

28 b. The spouse is not eligible for employer-sponsored health insurance.

29 c. The spouse is not eligible for COBRA health insurance through a previous employer.

30 (Unless he/she provides proof of insurability (see #C.2.).

31 D. Definitions.

32 1. **Loss of outside medical coverage of an employee’s spouse:** Circumstance which leaves  
33 spouse without health insurance. Retirement, voluntary termination, involuntary  
34 termination, layoff are examples of loss of outside medical coverage.

35 2. **COBRA.** The current law in effect which requires an employer to offer availability of  
36 continued medical insurance in their plan following discontinuation of employment.

37 3. **Proof of insurability.** A medical examination to assure that there are not existing medical  
38 conditions that would be exorbitantly expensive to the City Plan.