

Res. No. ____-23-24

CITY OF SHEBOYGAN WISCONSIN

2024-2026

AGREEMENT

**SHEBOYGAN PROFESSIONAL POLICE OFFICERS'
SUPERVISORY ASSOCIATION**

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1 **AGREEMENT**

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

9
10 **WITNESSETH:**

11
12 WHEREAS, said members of the Association are supervisory personnel and both parties are
13 desirous of reaching an Agreement covering rates of pay, fringe benefits, and hours of work, and
14

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

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

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

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

1 **ARTICLE I**

2
3 (a) **Consideration:** The consideration for the execution of this binding Agreement is
4 the covenants mutually expressed herein and arrived at by the parties hereto.

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

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

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

23
24 (e) **Conditions and Duration of Agreement:**

- 25 1. This Agreement reached as a result of collective bargaining represents the full
26 and complete agreement between the parties and supersedes all previous
27 agreements between the parties. The parties acknowledge that during the
28 negotiations which resulted in this Agreement, each had the unlimited right and
29 opportunity to make demands and proposals with respect to rates of pay, fringe
30 benefits, and hours of work, and that the agreements arrived at by the parties
31 after the exercise of that right and opportunity are set forth in this Agreement.
32 2. This Agreement shall remain in full force and effect from January 1, 2024 until
33 its expiration date December 31, 2026.

1 3. It is further understood and agreed that all expenditures or compensation to be
2 paid to members of the Association in accordance with this Agreement must
3 first meet the requirements and procedures required by law and the provisions
4 of Chapter 65, Wisconsin Statutes.

5 4. Any matter which directly or indirectly relates to wages, hours, or conditions of
6 employment, or which relates to other matters, whether the same are specifically
7 covered by this Agreement or not, will not be a subject for bargaining during the
8 term of this Agreement; subject, however, to the provisions contained in Article
9 XVII and XVIII of this Agreement.

10
11 (f) **Timetable and Notices:**

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

14 2. All written notices sent by the Association representatives to the City requesting
15 conferences shall be directed to the City Administrator's Office.

16 3. All written notices sent by the City to the Association requesting conferences
17 shall be directed to the President of the Association.

18 4. The Association President shall advise the City and the Chief of Police of the
19 names of Association members named to its negotiating committee sufficiently
20 in advance of the regularly scheduled conferences so as to permit scheduling for
21 continuity of operations within the department. Said Association members
22 named to the negotiating committee shall hereinafter be referred to as
23 Association representatives.

24
25 **ARTICLE II – REPRESENTATION**

26
27 (a) **Recognition:** The City recognizes the Association as the exclusive representative of
28 certain supervisory personnel in the Police Department for the purpose of engaging in conferences
29 and negotiations with the City on the subject of rates of pay, fringe benefits, and hours of work for
30 all full-time employees in the following classifications who have completed their initial one (1) year
31 as new members of the department:

32
33 Lieutenant

Sergeant

(b) Probationary Period:

1. All newly hired supervisory employees of the Police Department shall serve a minimum probationary period of one (1) year, uninterrupted by any type of service break, during which time they will be termed “probationary employees.”
2. Probationary employees may be terminated at any time by the Chief of Police, in his/her sole discretion, and neither the employee so terminated nor the Association shall have recourse over such termination.
3. After a newly hired employee of the Police Department has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee of the department, and he/she shall be placed on the seniority list as of his/her date of hire as a new employee of the department.
4. All employees promoted from within the department shall serve a minimum probationary period of one (1) year uninterrupted by any type of service break. An acting appointment within three (3) years of said promotion which was approved by the Chief on the prescribed City payroll change form will be credited toward said probationary period.
5. A probationary employee promoted from within the Department may be demoted to their previous rank by the Chief of Police, in his/her sole discretion, and neither the employee so demoted nor the Association shall have recourse over such demotion.

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

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

1 **ARTICLE IV – ASSOCIATION ACTIVITY AND GRIEVANCE PROCESS**

2
3 **(a) Association Activity:**

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

20
21 **(b) Dues Deduction:** The City agrees to deduct from the wages of any Association
22 member all Association membership dues and fees uniformly required by the Association from
23 Employees who have signed a voluntary dues deduction form and provided such form to the City.
24 With respect to newly hired members, such deduction will commence on the month following the
25 City's receipt of the newly hired member's voluntary dues deduction form. The City also agrees to
26 continue the practice of deducting voluntary employee deductions from the wages of employees of
27 the department, including, but not limited to, credit union deductions, United Fund deductions, bond
28 and insurance deductions, and such other deductions of a similar nature as are now being deducted.
29 The Association agrees to indemnify and hold the City harmless against any and all claims, suits,
30 orders, or judgments brought or issued against the City as a result of any action taken or not taken
31 by the City under the provisions of this Article.

1 (c) **Grievance Provisions:**

- 2 1. A grievance under this Agreement is a written claim arising under and during
3 the terms of this Agreement, initiated as set out below by the aggrieved person
4 or persons and the subject matter of said grievance shall be limited to the
5 interpretation, application, or enforcement of the terms of this Agreement.
6 2. Both the Association and the City recognize that grievances and complaints shall
7 be settled promptly and at the earliest possible time and step.
8 3. Class grievances involving the general interpretation, application, or
9 enforcement of the terms of this Agreement shall be initiated by the Association
10 at Step 2 of this procedure.
11 4. The person or persons having the grievance may have a representative of the
12 Association to represent them without loss of pay at any step in the procedure.
13 However, no individual hearing a grievance need recognize more than one (1)
14 representative in addition to the employee or employees having the grievance,
15 except in Step 2, set out below in Section (c), Subsection 2, two (2)
16 representatives in addition to the person or persons having the grievance may be
17 present.
18 5. The individual hearing the grievance shall determine the time and place for such
19 hearing within the time limits described in this article.
20 6. Departure from the steps of this procedure or changes in time limits may be
21 made with the permission of the Chief of Police or his/her designated
22 representative upon request of either party when mutually agreed upon by the
23 Chief of Police and the aggrieved party and his/her designee.
24

25 (d) **Items Exempt From Consideration for Processing Under This Procedure**

26 **Include the Following:**

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

1 (e) **Steps in the Grievance Procedure:**

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

9 2. **Step 2:** If the aggrieved employee decides the reply of his immediate supervisor
10 is unsatisfactory, the aggrieved employee, or the Association Representative,
11 may within ten (10) days of the Supervisors response submit the grievance in
12 writing to the Division Commander of the aggrieved employee or his/her duly
13 designated representative with a copy directly to the Chief of Police. The
14 grievance shall set forth the date of the alleged violation, the article and section
15 of the contract that is claimed violated, the facts of the grievance and the relief
16 sought. Within ten (10) days of receipt of the grievance, the Chief of Police and
17 the employee's divisional commander shall have an informal meeting with up
18 to two (2) association representatives. Either party may invite any aggrieved
19 employees to the meeting to present facts and answer questions. The aggrieved
20 employee(s) shall be excused after presenting the facts and answering questions
21 of the Association representative and the Chief of Police. The Chief of Police
22 shall, within seven (7) days of the meeting, furnish the Association
23 representative with a written response either granting or denying the grievance,
24 and the reason for such decision. The decision of the Chief of Police shall be
25 final on all matters pertaining to the Police Department operation, except as to
26 rights granted by this Agreement.

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

1 **(f) Disciplinary interviews:**

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

- 4 1. To be notified of the names and official capacity, if any, of all persons present
5 during said interview(s).
- 6 2. To be notified of the nature of the questioning before any questions are directed
7 to the officer.
- 8 3. To have present another member and/or attorney of his/her (at his/her expense)
9 choosing during said interview(s), if requested.
- 10 4. To refuse to answer any questions if any of the above rights are denied to
11 him/her.
- 12 5. To be notified if any conversation is being recorded at said interview(s).
- 13 6. To have access to personnel record inspections in accordance with State Statute
14 103.13.
- 15 7. To be governed by State Statute 942.06 regarding polygraph tests.
- 16 8. The employee shall not be disciplined or discharged without just cause.

17
18 **(g) Disciplinary action appeals to Circuit Court**

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

21
22 **ARTICLE V – PROHIBITION OF STRIKES AND LOCK-OUTS**

23
24 (a) The parties to this Agreement mutually recognize and agree that the services
25 performed by the members of the Police Department are services essential to the public health, safety,
26 and welfare. Therefore, the Association shall not cause or permit its members to strike, slow down,
27 disrupt, impede, or otherwise impair the normal functions of the department, nor shall any member
28 of the Association take part in any of such prohibited activities.

29
30 (b) There shall be no lock-out by the City during the term of this Agreement or any
31 extension thereof.

1 **ARTICLE VI - SENIORITY**

2
3 **For purposes of layoff and continuity of service:**

4 (a) Length of service for the purpose of this Article is to be measured from the original
5 date of hire as a police officer with the Police Department, unless otherwise specified herein.

6
7 (b) Seniority shall be broken and employment terminated for any of the following
8 reasons:

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

23
24 (c) A member of the Police Department shall be deemed to have continuous service
25 with the department unless his/her seniority be broken as set forth in Section (b) above, and except
26 if he/she shall be absent without leave in excess of three (3) workdays in any given month of the
27 calendar year.

28
29 (d) **Dismissals and Re-employment:**

- 30 1. When it becomes necessary, because of need for economy, lack of work or
31 funds, or for other just causes, to reduce the number of subordinates, the
32 emergency, special, temporary, part-time, or provisional subordinates, if any,

1 shall be dismissed first, and thereafter subordinates shall be dismissed in the
2 order of the shortest length of service in the department.

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

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

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

17
18 (f) **Rehire of previous employee:** Any non-probationary employee who resigns from
19 the department in good standing and who is rehired within one year of the date of their termination
20 of employment may be credited for their prior years of service when determining seniority under this
21 article and longevity pay under Article VII(i). Any gap in employment with the Sheboygan Police
22 Department shall not be counted as creditable time towards seniority or longevity benefits. Vacation
23 may also be awarded under Article VIII(a) with credit for prior years of service, after completion of
24 one year's service following the new date of hire. Employees hired under this provision shall serve
25 a one-year probationary period. Officers so rehired shall be required to complete field training as
26 determined by the Chief of Police or his/her designee, and shall receive a shift assignment based on
27 the current needs of the department.

28
29 The employee's sick leave benefits will restart from the new date of hire. Employees who
30 are rehired under this section may also be eligible for advanced sick leave up to twenty-four (24)
31 days at the discretion of the Chief of Police. If advance sick leave is awarded under this section, the
32 rehired officer shall not accrue additional sick leave until the first month of employment following

1 the month where the same number of sick days would have been earned. Thereafter, sick leave shall
2 be earned in accordance with Article X (a).

3
4 **ARTICLE VII – PAY AND WORK SCHEDULE**

5
6 **(a) Pay Plan:**

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

11
12 **(b) Rates of pay:**

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

- 16
17 1. Effective January 1, 2024, the parties hereto agree that all class grades in Pay
18 Schedule Q shall receive an increase of three and five-tenths (3.5) percent on
19 the base rate Steps 1 through 5, rounded off so that the biweekly pay is divisible
20 by 78 hours in even cents per hour. Effective January 1, 2025, the parties hereto
21 agree that all class grades in Pay Schedule Q shall receive an increase of three
22 and five-tenths (3.5) percent on the base rate Steps 1 through 5, rounded off so
23 that the biweekly pay is divisible by 78 hours in even cents per hour. Effective
24 January 1, 2026, the parties hereto agree that all class grades in Pay Schedule Q
25 shall receive an increase of three and five-tenths (3.5) percent on the base rate
26 Steps 1 through 5, rounded off so that the biweekly pay is divisible by 78 hours
27 in even cents per hour.

28 **(c) Education Incentive.**

29 Effective January 1, 2019 the lump sum educational payments were discontinued
30 and transitioned to an additional hourly amount being added to the pay schedule.
31 This was done by creating separate pay schedules for Sergeant, Lieutenant, and
32 Captain, as well as corresponding schedules for each rank with Bachelor's Degree
33 (additional \$0.35 per hour) and Master's Degree (additional \$0.50 per hour). The

1 additional amount was added to the hourly pay of the schedule at all steps in the
2 schedule.

3
4 Employees earning a degree are placed in the appropriate schedule upon hire or
5 during the first pay period of the new year following their being awarded the degree.
6 The department will provide a list of employees newly eligible to payroll in
7 December of each year. The employee must notify the department and provide
8 documentation upon being awarded a degree.

9
10 Effective 2019, employees skilled in Spanish or Hmong fluency (and actively
11 employed as of December 31 the prior year) will receive a \$250.00 lump sum
12 payment. This amount is to be issued during the second payroll in February, 2019
13 and yearly thereafter.

14
15 **(d) Work Schedule:**

16 Depending on supervisory assignment, supervisors will work a 5-2, 5-3 (then repeat
17 cycle), 6-3 (then repeat cycle) or a 5-2, 5-2, 4-3 (then repeat cycle) work schedule.

- 18 1. Since the employees covered by the terms of this Agreement are supervisory
19 personnel and as such are charged with the responsibility of controlling and
20 directing subordinate personnel in executing their specified police assignments,
21 the regular duty week shall be determined by the Chief of Police.
- 22 2. Should any state or federal law or regulation result in the work schedule being
23 in excess of permissible straight-time hours which results in an increase in the
24 financial benefit to any employee, the parties hereto agree to immediately
25 negotiate a revised schedule to adjust said excess.
- 26 3. Police personnel covered under this Agreement may be permitted to accumulate
27 reserve days not to exceed three (3) in number when in the judgment of the Chief
28 or his designated representative said changes do not interfere with the efficient
29 operation of the department. The City shall not be liable for any overtime or
30 other additional payments as a result of changes in duty hours. Said request shall
31 be made at least one (1) day but in no event more than twelve (12) weeks prior
32 to the change in duty schedule. A maximum twelve (12) week repayment period

1 is allowed, provided such repayment has been completed by December 31 of the
2 year in which they occur.

- 3 4. Effective 2015 forward, the City may modify one or more employees' regular
4 work schedule for the Independence Day celebration, to accommodate the
5 increase in coverage, provided the modification to an employee's schedule is
6 made 60 or more days in advance. If an employee takes 40 hours of vacation
7 covering or adjacent to Independence Day celebration, he/she is exempt from
8 this provision. This modification will count as a regular workday, not subject to
9 overtime, unless the work period exceeds the normal 8-hour shift. All other
10 benefits will be paid according to the contract and past practice, e.g. Holiday
11 Straight Time, Holiday OT rate, etc.

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

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

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

26
27 (g) **Overtime:**

- 28 1. Overtime shall be paid under either of the following conditions:
29 a. When the employee performs work of thirty (30) minutes or more in excess
30 of the regular workday, excluding report time as set forth in Section (h)
31 below, or
32 b. When the employee performs work in excess of the regular workweek,
33 excluding report time as set forth in Section (h) below.

- 1 2. **Compensation for overtime work** shall be paid at the rate of one and one-half
2 (1-1/2) the regular rate of pay, except that members of the Association working
3 overtime on a holiday as defined in Article VIII(b)(4) shall receive two (2) times
4 their regular rate of pay for said holiday time worked beyond their normal
5 workday.
- 6 3. Members of the Association may **take compensatory time off** at the rate of one
7 and one-half (1-1/2) time in lieu of overtime cash payments with the approval
8 of the Chief of Police or his duly delegated representative.
- 9 4. Members of the bargaining unit will be permitted to retain 120 hours of
10 compensation time. After that, all overtime hours will be paid out as earned. All
11 accumulated compensatory time will be paid out on the last payroll of the year
12 at the current rate of pay. Members who wish to have earned compensatory time
13 paid prior to the last payroll of the year shall complete a “sellback request”
14 available through the department’s automated scheduling and payroll system.
15 Sellback requests must be completed in full-hour increments. The sellback
16 request shall include the number of compensatory time hours the employee
17 wishes to have paid. The sellback request will be forwarded to payroll and will
18 be paid on the following pay period. Members who wish to participate in a bi-
19 weekly payout and not accumulate their overtime must sign-up each year for
20 this option (sign-up forms will be distributed by payroll in December of each
21 year).
- 22 5. Application of provisions contained in this section shall not involve pyramiding,
23 duplicating, or compounding of overtime.
- 24

25 **(h) Report Time:** Report time shall be paid in lieu of overtime at the rate of 160.5 hours
26 at the Lieutenant and Sergeant currently hours wage rate. Each supervisor will be required to report
27 to work forty-five (45) minutes prior to the beginning of his/ her shift.

28 Effective March 30, 2003, report time shall be paid in lieu of overtime at the rate of
29 160.5 hours at the Captain, Lieutenant, and Sergeant current hourly wage rate (Schedule Q) and shall
30 be paid equally in twenty-six (26) pay periods annually. Report time will be adjusted each time base
31 salary rates at Schedule Q of the agreement are increased. The 160.5 hours worked, as set forth above,
32 is calculated on the basis of two hundred fourteen (214) days actually worked multiplied by .75 of
33 an hour for each work day during which preparation for report time is conducted. (214 x .75 = 160.5)

1 (i) **Longevity Pay:** All members of the Association whose performance is satisfactory
2 shall receive longevity pay according to the schedule in Subsection 1. Such longevity pay shall be
3 paid commencing on the first regular pay period following entitlement thereto:
4

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

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

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

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

16 **Step 10.** Effective July 1, 2018, after twenty-five (25) years of continuous service
17 one (1) year at maximum rate, an additional 2 (two) percent for a total of 8.0 (eight)
18 percent added.
19

20 (j) In the event a member of the Association is promoted to a class grade with a higher
21 pay range, the entrance rate shall be at the lowest step in the higher class grade that will provide an
22 increase of no less than eight (8) percent over his/her regular class grade rate prior to such promotion.
23 If the promoted member is paid at a step level below that of the member's actual service step, the
24 member shall be paid at the member's actual service step at the completion of the probationary
25 period.
26

27 (k) **Call-out Pay:**

28 1. Effective April 9, 2003, members of the Association who are **called back to**
29 **duty** outside of their regularly scheduled hours shall receive call-out pay for
30 authorized extra time for special events, court appearances, training, and
31 investigations pursuant to their official duties at a minimum of two (2) hours at
32 time and one-half (1-1/2) pay for each such special call-out, providing a
33 minimum interval of two (2) hours exists between the start of each call-out.

1 Officers are required to respond immediately to all call-outs as directed. Time
2 and one-half (1-1/2) will be paid for actual firearm training time in excess of the
3 regular workday.

- 4 2. All **witness fees** paid to members of the Association which arise out of their
5 employment duties shall be paid to the Finance Director/Treasurer's Office.
- 6 3. Court Cancellations: An officer required to appear in court as a result of his/her
7 employment duties, except civil actions not involving the City, shall be eligible
8 for two (2) hours' compensation at his/her regular rate of pay in the event the
9 scheduled case is cancelled after 5:00 pm the day before the hearing. In the event
10 that an officer is eligible for court cancellation pay, and the scheduled court
11 appearance time is within two (2) hours of the supervisor's scheduled starting
12 time, the supervisor shall be eligible for compensation at his/her regular rate of
13 pay from the time of the scheduled appearance to the time of the member's
14 scheduled starting time. To be eligible for such compensation, the employee
15 must consult the current court calendar to determine the status of the case. Said
16 pay shall not apply if the officer is reimbursed from any other source for said
17 service.

18
19 **(I) Duty-incurred Disability Pay:**

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

- 1 2. In no case shall a person receive duty-incurred disability pay for more than
- 2 twelve (12) months (2108 hours), during his/her period of employment,
- 3 regardless of the number of compensable injuries involved.
- 4 3. During any time in which a person is receiving duty-incurred disability pay, all
- 5 the rights and benefits he/she is entitled to as a member of the Association shall
- 6 continue to accrue, including, but not limited to, sick leave and vacation time.
- 7 4. When a person qualifies for duty-incurred disability pay, such pay will have
- 8 priority over, and be paid before, any accrued sick leave time or sick leave pool
- 9 time is paid to such person.
- 10 5. Members of the Police Department who have not completed their initial one (1)
- 11 year probationary period as new members of the department shall not receive
- 12 duty-incurred pay from the City for any physical condition or aggravation of a
- 13 physical condition preexisting the date of hire of such persons.
- 14

15 (m) **Severance Pay:**

- 16 1. Upon retirement, layoff without cause on the part of the employee, or death, an
- 17 employee or the employee's estate will receive the following severance pay, less
- 18 any amount paid to the employee as a result of any previous terminations.
- 19
- 20 a) **Language Fluency Incentive:** Any language fluency incentive as
- 21 described in ARTICLE VII (c)
- 22 b) **Vacation:** All unused vacation pay and earned vacation pay prorated for all
- 23 completed months of service from January 1 to the date of retirement.
- 24 c) **Compensatory Time:** Payment for any accumulated overtime work
- 25 performed.
- 26 d) **Sick Leave:** A full-time employee is entitled to payment for all
- 27 accumulated sick leave, not in excess of eighty (80) days, at his/her regular
- 28 rate of pay exclusive of holiday pay upon retirement, layoff without cause
- 29 on the part of the employee, or death, less any paid out as a result of any
- 30 previous terminations.
- 31 2. Upon voluntary termination, an employee will receive the following severance
- 32 pay less any amount paid out as a result of any previous terminations.
- 33 a) **Vacation:** All unused vacation pay.

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

3
4 **ARTICLE VIII – VACATION, HOLIDAYS AND BEREAVEMENT**

5
6 **(a) Vacation:**

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

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

11 a. After completion of one (1) years' service with the Police Department to
12 completion of four (4) years' service with the department, one hundred four
13 (104) hours of vacation per year.

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

17 c. After completion of ten (10) years' service with the Police Department to
18 completion of fourteen (14) years' service with the department, one hundred
19 ninety-two (192) hours of vacation per year.

20 d. After completion of fifteen (15) years' service with the Police Department,
21 two hundred forty (240) hours of vacation per year.

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

27
28 **(b) Holidays:**

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

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

7 3.

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

9 New Year's Day	Labor Day
10 Friday before Easter	Thanksgiving Day
11 Easter Sunday	Christmas Eve
12 Memorial Day	Christmas Day
13 Independence Day*	New Year's Eve Day

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

17 b. One (1) Floating Holiday

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

20 a. Holiday compensatory pay as defined in Section (b)1 above.

21 b. Double time rate of pay for hours worked.

22 c. Up to eight (8) hours holiday pay as defined in Section (b)2 above.

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

25
26 (c) **Bereavement Pay:**

27 1. Effective January 1, 2007, the City will pay for each day of approved absence
28 from work for any of the five (5) normally scheduled workdays that fall either
29 directly before or directly after the date of the funeral, not to include already
30 scheduled regular days off, for time necessary to attend or arrange for funerals
31 of spouse, children, parents, of an employee. The City will pay for each day of
32 approved absence from work for any of the three (3) normally scheduled
33 workdays that fall either directly before or directly after the date of the funeral,

1 not to include already scheduled regular days off, for time necessary to attend
2 or arrange for funerals of grandchildren, mother- or father-in-law, brother- or
3 sisters-in-law, brothers, or sisters of an employee. In addition, employees will
4 be accorded time off to attend the funeral services of grandparents up to a
5 maximum of one (1) day when authorized in advance by the Chief of Police.

- 6 2. A member of the Association excused from work under this section shall receive
7 eight (8) hours at his/her regular rate of pay per each scheduled day of work
8 excused in accordance with Section (c)1. Time thus paid will not be counted as
9 hours worked for purpose of overtime.

10
11 **ARTICLE IX - LEAVES OF ABSENCE**

12
13 The provisions of Chapter 82 of the Municipal Code of the City of Sheboygan are recognized
14 and made a part of this Agreement by this reference.

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

18
19 **ARTICLE X - SICK LEAVE**

20
21 (a) Each member of the Association shall accumulate sick leave days of one (1) day for
22 each completed month of service with the department.

23
24 (b) Unused sick leave will be accumulated up to a maximum of one hundred forty-four
25 (144) working days. Unused sick leave in excess of one hundred forty-four (144) working days per
26 person shall be pooled in the Police Department sick leave pool and may be restored, pursuant to the
27 terms of this article, for use of the members of the Police Department.

28
29 (c) Administration of the sick leave pool shall be under the jurisdiction of the Chief of
30 Police and administered at his sole discretion. A member of the department is not eligible to
31 participate in the sick leave pool if he/she is eligible for any other City benefit program including,
32 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

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

8

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

13

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

16

17 (d) A member of the Association eligible for sick leave may use such sick leave for
18 absence necessitated by non-occupational illness, injury, exposure to contagious disease, and in the
19 event of an emergency due to a serious illness or accident in the officer's immediate family up to ten
20 (10) days in a calendar year at the discretion of the Chief of Police. The term "immediate family" as
21 referred to herein includes the spouse of the member, his/her unemancipated children, and disabled
22 dependents of the member who are wholly dependent on the member for their support and
23 maintenance and who reside in the member's immediate household. A normal pregnancy devoid of
24 serious complications is not considered a serious illness in the member's immediate family.

25

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

31

32 (f) A member of the Association on sick leave shall inform his/her immediate
33 supervisor of that fact and the reason therefore prior to the day of absence or as soon as possible, but
not later than one (1) hour before his/her reporting time. A member shall keep his/her immediate

1 supervisor informed at reasonable times during the period of his/her sick leave of his/her condition.
2 In the event that an illness or injury extends beyond three (3) working days or at any time if there is
3 an apparent abuse of the sick leave privilege, the Chief of Police may request that he/she be provided
4 with a doctor's certificate stating the nature of the illness or injury which caused the member's
5 incapacitation.

6
7 (g) Absences for a fraction or part of a day that are chargeable to sick leave in
8 accordance with the provisions of this article shall be charged proportionately in an amount not
9 smaller than two (2) hour increments.

10
11 (h) It is recognized that sick leave is a valuable income protection insurance benefit paid
12 for by the City to be used solely for bona fide sickness or accidents in accordance with the provisions
13 herein. In the event any employee has misused the sick leave provisions contained herein, or has
14 requested the use of sick leave when such sick leave is not warranted, he/she may subject
15 himself/herself to disciplinary action, up to and including discharge.

16
17 **ARTICLE XI – EDUCATION AND TRAINING**

18
19 **(a) Education Benefits:**

- 20 1. Members of the bargaining unit required to attend necessary job-related police
21 training or education out of the City shall receive full pay for time spent
22 attending school within the limits of Municipal Code, Section 18-109, and upon
23 approval of the Chief of Police.
- 24 2. Tuition and textbook reimbursement shall be in accordance with the Federal
25 Omnibus Crime Bill and Safe Streets Act of 1968, the Division of Highway
26 Safety Coordination of the State of Wisconsin, Veterans Administration
27 Benefits, or any other state or federal agency making grants pertaining thereto.
28 In no event shall there be any duplication of these benefits paid the member.
- 29 3. A member of the Association required to attend police courses not covered by
30 Subsection 2 above shall be eligible for tuition and textbook reimbursement for
31 courses successfully completed within the limits of any ordinance pertaining
32 thereto and the Police Department budget.

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

5 **(b) In-service Training:**

- 6 1. In-service training, including such time as may be required at the police pistol
7 range, shall be conducted in every practical instance during duty hours on City
8 time.
9 2. Each member of the Association assumes full responsibility for learning and
10 knowing the material presented at training sessions and further agrees to
11 maintain a level of professional competence to perform the work assigned to
12 him/her.
13 3. Each member of the Association assumes full responsibility for maintaining a
14 level of physical and mental fitness necessary to perform the work assigned.
15

16 **(c) Other Job-related Training:**

- 17 1. The City will pay for tuition and textbooks within the budgetary limits not to
18 exceed three hundred dollars (\$300.00) per employee per year to attend courses
19 directly related to his/her current duties as Police Officer as determined by the
20 Chief and upon approval of the Chief providing the employee satisfactorily
21 completes said course.
22 2. In no event shall there be any payments of these benefits where an employee is
23 eligible for Veteran Administration benefits, grants, or other reimbursement for
24 said tuition and textbooks.
25

26 **(d) Physical Examinations:** Physical examinations may be required by the Chief of
27 Police at any time at the expense of the City; none of the designated doctors may be the member's
28 own family physician. Such doctor shall furnish to the Chief of Police a completed medical
29 examination form, certifying as to the physical and mental condition of the member so examined.
30

31 **ARTICLE XII – HEALTH INSURANCE**

32
33 **(a) Health Insurance:**

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

- 4
- 5 1. The City is self-insured for health insurance and agrees to comply with all State of
6 Wisconsin insurance mandates.
- 7 2. Members of the Association shall have the same premium contribution amounts and
8 percentage, and all other related insurance options equal to Non-represented City
9 employees.
- 10 3. Members shall have the same opt-out incentive and/or spousal surcharge amount as Non-
11 represented employees.
- 12 4. Upon an IRS Qualifying Event, or during the annual open enrollment period, said
13 employee is permitted to return to the city health insurance plan.
- 14 5. All benefits shall be subject to the standard provisions set forth in the policy or policies,
15 including “other coverage” and “subrogation” amendments. The City’s obligation under
16 this Agreement to provide insurance benefits to members of the Association cease when
17 the member is laid off, discharged, or quits.
- 18 6. The City shall not be obligated to provide double coverage; and to escape such double
19 payments, the City may be permitted to cancel benefits or policies which shall duplicate
20 in whole or in part compulsory governmental insurance.

21

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

- 23 1. Employees who maintain one hundred forty-four days (1,152 hours) of unused
24 sick leave shall be eligible to participate in the Good Attendance/Retirement
25 Bonus Program effective January 1, 1988. Under the program and upon
26 retirement the employee will be given a maximum of one (1) retirement
27 insurance credit for each unused sick leave day accumulated after January 1,
28 1985 in excess of one hundred forty-four (144) days. In each case of an extended
29 non-occupational injury or illness in excess of thirty (30) workdays during the
30 ten (10) calendar years immediately preceding an employee’s retirement date an
31 additional one-half (1/2) credit will be given for each consecutive sick day used
32 in excess of thirty (30) workdays during said injury/illness. **Effective January**
33 **1, 2010**, upon retirement all accumulated retirement insurance credits will be

1 converted into cash value, at the rate of twelve (12) percent of the cost of the
2 single health insurance plan per credit.

3 2. Retiree Health Insurance Monthly Credit: Full-time employees who retire shall
4 be credited with an aggregate amount equal to \$58.03 per month effective
5 **January 1, 2009**, times the number of months from the month after retirement
6 until age sixty-five (65) or until eligible for Medicare or any
7 government-sponsored insurance whichever occurs first.

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

14 4. Upon retirement, all said employees' sick days accumulated after January 1,
15 1985, which are accredited to the sick leave pool shall be removed from the
16 employees' sick leave accounts and the department's sick leave pool.

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

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

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

- 1 c. When the member or his/her spouse becomes eligible for any
2 government-sponsored insurance program, the coverage shall be changed to
3 a non-duplicating plan.
- 4 6. In the event of a subsequent ineligibility pursuant to Article XII (a)6, or death
5 of a member, spouse, or unemancipated minor children of a member, who had
6 elected conversion credit, any unused principal balance remaining in said
7 member's account shall be paid to such member, spouse, or unemancipated
8 minor children, or to the estate or person legally entitled thereto of such member,
9 spouse, or unemancipated minor children of member as the case may be, within
10 sixty (60) days after application for same is made in writing to the City Finance
11 Director/Treasurer.
- 12 7. Said employees shall pay the entire premium for retirees established with the
13 City's insurance carrier to the Finance Director/Treasurer on or before the
14 fifteenth day of the month preceding coverage.
- 15 8. Retirees are part of the City health insurance group. Retirees shall have the same
16 benefit level as active employees. Retirees' premium rates shall be the same as
17 active employees.
- 18 9. An employee may select from a family, employee plus spouse, employee plus
19 children or single plan at retirement. Said retiree shall be allowed to switch
20 between the family, employee plus spouse, employee plus children or single
21 plan as his/her personal circumstances change. The retiree must notify the City
22 of a change at least thirty (30) days prior to implementation. This provision is
23 subject to availability of this option by the City's carrier and that change from
24 single to family is limited to one (1) per retiree and only in the event his/her
25 spouse loses outside coverage. (See attached Letter of Intent)
- 26 10. A surviving spouse is eligible to remain in the City plan.
- 27 11. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree
28 premium rate will be reduced to reflect this integrated program.
- 29 12. A retiree shall be defined as any City employee who is eligible for, or is
30 receiving, benefits from programs covered by Chapter 40 of the WI State
31 Statutes.
- 32 13. A surviving spouse of a deceased employee with fifteen (15) or more years of
33 continuous service in the Police Department may participate at his or her own

1 expense in any City hospitalization plan covered by this Agreement provided he
2 or she meets the following conditions:

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

8
9 **(c) Dental Insurance:**

10 The City will provide a free-standing group dental program for which the City will
11 pay eighty-five (85) percent of coverage for all eligible full-time employees in the bargaining unit.
12

13 **(d) Life Insurance:**

14 The City agrees to pay the same amount it contributes for nonrepresented employees
15 of the employee's basic life insurance premium of the Wisconsin Employee Group Insurance Plan
16 or comparable coverage for eligible members of the bargaining unit who have voluntarily chosen to
17 participate in said plan.
18

19 **ARTICLE XIII - WISCONSIN RETIREMENT SYSTEM**

20
21 Effective January 1, 2015, employees will pay the defined "Employee Contribution" amount
22 established by the WI Department of Employee Trust Funds for Protective Occupation with Social
23 Security.
24

25 **ARTICLE XIV – UNIFORM ALLOWANCE AND CITY-ISSUED EQUIPMENT**

26
27 **(a) Uniform Allowance:**

- 28 1. Effective January 1, 2022, each new appointee to the department shall be paid
29 eight hundred fifty dollars (\$850) as and for an initial uniform and equipment
30 allowance. In the event such appointee is terminated or terminates within one
31 (1) year of his/her date of appointment, all equipment and uniforms purchased
32 hereunder shall be returned to the City on date of termination.
33
- 34 2. Such payments shall be made as follows:

- 1 a. New appointees will receive their allowance payment on the first pay period
2 from the date of hire.
- 3 b. After a member of the Police Department has completed one (1) year's
4 service, the police uniform and equipment account shall be credited with
5 monies, prorated on the basis of the remainder of the calendar year after
6 completion of said one (1) year's service, applied against the annual
7 allowance.
- 8 c. The annual uniform and equipment allowance shall be seven hundred
9 twenty (\$720) per year starting in 2022 per Police Supervisor.
- 10 d. Ballistic Vest. Effective January 1, 2020, each new supervisory appointee
11 to the department shall be paid one thousand dollars (\$1,000) as and for an
12 initial mandatory ballistic vest reimbursement. Supervisors who adhere to
13 the mandatory ballistic vest wear policy while on patrol during each duty
14 shift will receive an additional annual uniform and equipment allowance
15 payment in the amount of \$200.
- 16 e. ERT and Dive Team: Effective January 1, 2010, increase annual uniform
17 allowance by \$100.00 for the ERT and Dive Team.
- 18 f. Honor Guard Team: Effective January 1, 2012, Honor Guard Team to
19 receive the \$100.00 increase to uniform allowance.
- 20 3. Non-uniformed members of the Association shall receive the same uniform and
21 equipment allowance as uniformed members.

22
23 (b) City-issued Equipment:

- 24
25 1. The City shall provide at its expense the following equipment to members of the
26 Association whose duties require them to utilize such equipment:

- 27
28 --shoulder patches
29 --duty firearms
30 --handcuffs and case
31 --collar emblems
32 --name plates
33 --police whistles

- 1 --off-duty badges
- 2 --on-duty badges
- 3 --duty belt, holster, cartridge case and flashlight holder
- 4 --Flashlight
- 5 --pepper spray or such other non-lethal chemical agents as may be approved
- 6 by the Chief of Police.

7
8 Officers who are regularly assigned to the Tactical Unit shall be provided with all the items
9 enumerated on the Tactical Unit Equipment Check List, in effect at the time of negotiations,
10 to be used for Tactical Unit assignments only.

- 11 2. The equipment issued by the department shall be used by said member and must
- 12 be maintained in good condition and returned to the department when, in the
- 13 discretion of the Chief of Police, reissue is necessary to keep the equipment in
- 14 good or working condition.
- 15 3. All items of equipment must be returned in good condition when a member of
- 16 the Association leaves the service of the City. In the event such items are not
- 17 returned to the City in good condition on such date, the full cost of the articles
- 18 not so returned shall be deducted from the pay of the member leaving the service
- 19 of the City.

20
21 (c) Loss or Damage:
22
23 The City agrees that employees shall not be charged for any loss or damage of
24 City-owned or leased property or materials unless clear proof of maliciousness or a
25 high degree of negligence is shown.

26
27 (d) Insurance:
28
29 The City agrees to cover the drivers of all Police Department vehicles with sufficient
30 bodily injury liability and property damage liability insurance to cover any claim
31 against said driver involved in an accident while driving a City-owned or leased
32 vehicle.

33

1 **ARTICLE XV - RESIDENCY**

2
3 (a) Residency: Effective January 1, 2020, all employees shall, as a condition of their
4 employment, establish a permanent residence within a 45-mile radius of the jurisdictional
5 boundaries of the City of Sheboygan within four (4) months of completion of their probationary
6 period and must remain residents throughout their employment within the above described
7 requirement, except for the following:

- 8
9 1. The Human Resources Director, with input and/or recommendation of the
10 Chief of Police, may extend the four (4) months to accommodate a hardship
11 with evidence the employee is in the process of securing residency.
12 2. Employees living outside the 45-mile radius of the jurisdictional boundaries as
13 of December 31, 2019 may continue to reside at the address of record on
14 December 31, 2019. If such employees change their primary residence during
15 the time of their employment, they may not move further away from the City
16 than their previous residence.
17 3. This residency requirement shall be rescinded and not applicable for members
18 reaching normal retirement age as determined by the Wisconsin Retirement
19 System (presently age 50).
20

21 **ARTICLE XVI - BENEFICIARIES OF AGREEMENT**

22
23 It is agreed that all members of the Police Department who are new appointees to the
24 department and who have not yet completed their initial one (1) year probationary period as new
25 members of the department shall have all the rights and benefits of this Agreement as if they were
26 members of the Association, except where such rights and benefits are expressly limited by specific
27 reference in this Agreement to Association members; and, also, where the rights and benefits
28 afforded members of the Police Department who have not yet completed their initial one (1) year
29 probationary period as new members of the department are expressly limited or conditioned by the
30 terms and conditions of this Agreement by specific reference to this class of employees. Insofar as
31 rights and benefits are afforded to the herein mentioned probationary employees of the department,
32 they shall have the right to enforcement of these rights and benefits as if they were members of the
33 Association.

1 It is agreed that no matters shall be open for negotiations during the term of this Agreement, whether
2 or not referred to in this Agreement.

3
4 (b) This Agreement shall be effective upon ratification by the membership of the
5 Association and the Common Council of the City of Sheboygan and shall remain in full force and
6 effect until its expiration December 31, 2023. The parties hereto agree that the Agreement shall be
7 signed as soon after ratification as practicable. In the event a successor agreement is not arrived at
8 between the parties, the City agrees to continue the wages and fringe benefits as contained herein in
9 consideration for all employees in the Association continuing to perform all their duties and
10 responsibilities without interruption.

11
12 Dated at Sheboygan, Wisconsin, this _____ day of _____, 2024.

13
14 **SIGNATURES ON FILE**

15
16 FOR THE CITY:

FOR THE SPPOSA

17
18 _____
19 Mayor Ryan Sorenson

20
21 _____
22 Meredith DeBruin
23 City Clerk

24
25 _____
26 Christopher Stephen
27
28 _____
29 Alexander Jaeger
30
31
32

1 **LETTER OF INTENT**

2
3 The following wording regarding the ability of a retired employee to change from a single plan to a
4 family plan was placed in the contract January 1, 2001 and updated in 2018 (adding the limited
5 family option):

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

12
13 **This Letter of Intent is to clarify that wording.**

- 14
15 A. This provision will take effect on January 1, 2001. As of that date, this wording shall cover
16 all current retirees and future retirees.
- 17 B. The option to change from a single to family/limited family plan can only be implemented
18 once.
- 19 C. If a retiree’s spouse has a loss of outside medical coverage from his/her place of employment,
20 the retiree can change his/her City plan from single to family.
- 21 1. The spouse can enter unconditionally upon completion of his/her COBRA rights
22 with the previous employer, or
- 23 2. The spouse may enter prior to the completion of COBRA with proof of
24 insurability.
- 25 3. Should a retiree marry, he/she can change from a single plan to family/limited
26 family if:
- 27 a. He/she has not already used the one-time single to family provisions
28 previously.
- 29 b. The spouse is not eligible for employer-sponsored health insurance.
- 30 c. The spouse is not eligible for COBRA health insurance through a previous
31 employer. (Unless he/she provides proof of insurability (see #C.2)).
32

1 D. Definitions.

2 1. **Loss of outside medical coverage of an employee's spouse:** Circumstance which
3 leaves spouse without health insurance. Retirement, voluntary termination,
4 involuntary termination, layoff are examples of loss of outside medical coverage.

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

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

10