

City of Sheboygan/Local 483 Contract

January 1, 2024 to December 31, 2028

**CITY OF SHEBOYGAN
SHEBOYGAN, WISCONSIN**

January 1, 2024 – December 31, 2028

CONTRACT

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 483**

City of Sheboygan/Local 483 Contract

January 1, 2024 to December 31, 2028

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AGREEMENT

This Agreement, made and entered into at Sheboygan, Wisconsin, according to the provisions of the Federal law and Section 111.70 and 111.71, Wisconsin Statutes, by and between the City of Sheboygan, as municipal employer, hereinafter called the "City," and Local 483 of the International Association of Firefighters, AFL-CIO, hereinafter called the "Union,"

WITNESSETH:

A. Both parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an Agreement covering those matters primarily related to wages, hours, and conditions of employment and those matters primarily related to management function over which the employer has agreed to negotiate, as well as procedures for reducing potential conflict with respect to such matters. Nothing in this provision would eliminate the City's right to remove permissive subjects by law in successor contracts. In the event of the City's exercising of this right, the union reserves its right to bargain the impact of same with regard to its members' wages, hours and conditions of employment."

B. This Agreement shall be binding on the parties.

C. The material covered in this contract shall prevail and all ordinances and resolutions, or parts of ordinances or resolutions contravening the provisions of this contract shall have no effect insofar as the terms of this contract are concerned. Should any item not covered in this contract be in question, Chapters fifteen (15) and twenty-nine (29) of the Municipal Code shall be the next authority.

D. Section 62.13 of the Wisconsin Statutes and the authority vested in the office of the Fire Chief by statutes shall not be preempted.

ARTICLE I
RECOGNITION

- A. Pursuant to the provisions of Chapter 111.70 of the Wisconsin Statutes, the City recognizes the Union as the exclusive bargaining agent for all employees of the Fire Department of the City of Sheboygan, except the Fire Chief; Assistant Chiefs; Battalion Chiefs; and clerical employees.
- B. The City will inform the Union as to who has the power to negotiate for the City and the Union in turn shall also inform the City who has the power to negotiate for the Union.

ARTICLE II
UNION SECURITY

- A. The City agrees to deduct Union dues from the wages of all employees in accordance with 111.70(3)(a)6., Wis. Stats. Such deductions will be made by the City for the succeeding month from the wages of employees for the second pay period of each calendar month and will be transmitted to the Union by the tenth (10th) day of the following month.
- B. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements brought or issued against the City as a result of any action taken or not taken by the City under provisions of this article.
- C. The City will issue one check to the Fire Union for any/all dues payments to include deductions for Local 483 conduit and IAFF Firepac.

ARTICLE III
RIGHTS OF MANAGEMENT

- A. The City acting through its officers, agents, and employees, retains all of the rights, powers, and the authority exercised by it, its officers, agents, and employees prior to the time that the Union became the collective bargaining representative of the employees here represented, except as specifically limited by express provisions of this Agreement.

1 B. The Union agrees that it will not attempt to abridge this right.

2
3 C. The City agrees that the power, rights, and the authority herein claimed by the City are
4 not to be exercised in a manner that will undermine the Union or as an attempt to evade
5 the provisions of this Agreement or to violate the spirit, intent, or purposes of the
6 Agreement.

7
8 **ARTICLE IV**
9 **RESIDENCY REQUIREMENT**

10
11 Effective January 2016, all employees shall, within four (4) months of their completion of probation,
12 and as a condition of their employment, establish a permanent residence within 45 miles of the
13 jurisdictional boundaries of the City of Sheboygan, and must remain as residents within 45 miles of
14 the jurisdictional boundaries of the City of Sheboygan throughout their employment, except for the
15 following:

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

20
21 B. Employees living outside the 45 miles of the jurisdictional boundaries of the City of Sheboygan
22 as of December 31, 2015 may continue to reside at the address of record on December 31,
23 2015. Any future change in address must not be further away from the current address on
24 record."

25
26 **ARTICLE V**
27 **ARBITRATION CLAUSE**

28
29 The provisions of Chapter 111, Subchapter IV, and specifically Section 111.77 of the
30 Wisconsin Statutes are recognized and made a part of this Agreement by this reference. Section
31 111.77 will be used if an impasse is reached in negotiations.

ARTICLE VI
DEFINITIONS

- A. For employees working a twenty-four (24) hour tour of duty, **one twenty-four (24) hour tour of duty** shall be counted as two (2) workdays and any twelve (12) hour period of duty shall be counted as one (1) workday and shall apply to all articles, sections, or subsections of this contract.
- B. When the expression "**Kelly Day**" is used in this contract or in negotiations, it shall mean a twenty-four (24) hour tour of duty that need not be worked to keep the total hours worked within the provisions of the then prevailing contract.
- C. **One (1) day's pay** in the Fire Department shall be one-tenth (1/10) of his/her gross biweekly pay notwithstanding any other provisions in this Agreement, when an employee starts employment or terminates employment.
- D. **W.E.R.C.** means the Wisconsin Employment Relations Commission.

ARTICLE VII
NORMAL WORKWEEK

- A. Line firefighters of the Fire Department shall be scheduled for twenty-four (24) consecutive hours of duty. The normal work week shall be fifty-six (56) hours, but no employee shall be guaranteed any specific number of hours in any one (1) week.
- B. The specific alternating work schedule for line Firefighters shall be: work twenty-four (24) hours, off twenty-four (24) hours; work twenty-four (24) hours, off twenty-four (24) hours; work twenty-four (24) hours, off ninety-six (96) hours. This predetermined schedule shall prevail except in case of emergency when the hours shall be such as the Fire Chief or his/her designee deems proper for the fire protection and safety of the City.

- 1 C. The Fire Chief may designate certain specialty positions to a forty (40) hour week. The
2 forty (40) hour week shall be eight (8) hour days, Monday through Friday, unless altered
3 by mutual agreement amongst the Fire Chief, the Union, and the affected employee.
4

5 **ARTICLE VIII**

6 **OVERTIME AND COMPENSATORY TIME**
7

- 8 A. **Overtime Scheduling.** In emergencies, the Fire Chief or his/her designee may prescribe
9 reasonable periods of overtime work or may call the off shift employees back to work to
10 meet operational needs. Complete records of overtime of employees shall be maintained
11 by the Fire Department and made available by the Fire Chief to the City Finance
12 Director/Treasurer and Council as may be required. Pursuant to Wis. Stat. 213.13(1)(b),
13 (2) – (3), no employee shall work more than seventy-two (72) consecutive hours, unless
14 authorized by the Fire Chief for an emergency.
15

- 16 B. **Overtime Compensation.** Compensation for overtime work shall be paid at the rate of
17 one and one-half (1-1/2) times the regular biweekly rate of pay using the formula contained
18 in each of the following sections:
19

- 20 1. **Fair Labor Standards Act Overtime Accrual - Compensatory Time.** All Fair Labor
21 Standards Act overtime pay shall be accumulated as compensatory time off subject to
22 the limits imposed by the Fair Labor Standards Act when the employee performs work
23 in excess of two hundred four (204) hours in the twenty-seven (27) day work period
24 established pursuant to Section 7K exemption of the Fair Labor Standards Act. Any
25 employee who has accrued the maximum amount of compensatory time off, currently
26 four hundred eighty (480) hours, shall, for additional overtime hours of work, be paid
27 overtime compensation at the rate of one and one-half (1-1/2).
28

29 Fair Labor Standards Act compensatory time available to an employee shall be
30 reflected by records kept by the City. Payment shall be paid to the bargaining unit
31 member as overtime pay at the rate of one and one-half (1-1/2) for each hour of
32 overtime worked on the last full pay period in December following its accrual, except

1 insofar as such Fair Labor Standards Act overtime was compensated by
2 compensatory time off.

3
4 Fair Labor Standards Act overtime may be taken out as compensatory time off at the
5 rate of one (1) hour of time off for each hour of overtime earned.

6
7 Personnel must decide by November 15th if they intend to use compensation time off or
8 receive cash for the remaining hours. Personnel may use accrued Fair Labor Standards
9 Act compensatory time off through March 31st of the year following the cash payout.
10 Hours not used by March 31st of said year will not be eligible for a cash payout. If
11 compensatory time is not exhausted by March 31st, management will assign time off by
12 May 31st with no less than one week notice unless mutually agreed between parties. Time
13 off assignments hereunder will not be counted toward the maximum number of bargaining
14 unit employees allowed off on approved leave of absence in accordance with Article XXII.

15
16 Fair Labor Standards Act overtime payments will accrue from the first twenty-seven
17 (27) day work period ending in July in a given year to the first twenty-seven (27) day
18 work period beginning in July of the following year with payment to be made on the
19 last full pay period of the year. Pay shall be calculated at the prevailing rate at the
20 time of payment using the following formula: regular biweekly pay divided by one
21 hundred twelve (112) x five-tenths (.5) x accrued hours.

22
23 Any holiday pay will not be used as an offset for overtime earned under the Fair Labor
24 Standards Act.

- 25
26 **2. Use of Compensatory Time Off.** Members of the bargaining unit who have
27 accumulated compensatory time off, exclusive of Fair Labor Standards Act
28 compensatory time off, shall be granted compensatory time off at the rate of one and
29 one-half (1-1/2) hours, or as required by law, for each hour of accumulated overtime
30 work in lieu of overtime cash payment. Compensatory time off is defined as approved
31 time off, in lieu of cash payment, during a scheduled work shift. Requests for
32 compensatory time off must be approved by the Fire Chief or his/her designee.
33 Compensatory time off will be granted if, in the opinion of the Fire Chief or his/her

- 1 designee, the department workload permits, and in accordance with the limitations set
2 forth in Article XXII, Administration, as to the maximum number of bargaining unit
3 employees allowed off on approved leave of absence at any given time.
4
- 5 3. **Call Back.** An employee who has left his/her normal place of work for his/her
6 residence and is called back for an emergency shall receive a minimum credit of two
7 (2) hours. Any time worked in excess of the daily or weekly schedule shall be credited
8 on a straight-time basis, but is to be compensated at the time and one-half (1-1/2)
9 basis. The following formula shall be used for computing payment: regular biweekly
10 pay divided by eighty (80) x hours worked x one and one-half (1-1/2). Accumulated
11 overtime will be paid out on the first full pay period following such accumulation.
12
- 13 4. **Extended Shift.** An on-duty employee who is required to remain on duty due to an
14 emergency in progress shall be paid at the time and one-half (1-1/2) rate or as required
15 by law, for all hours worked in excess of the daily work schedule. An employee will
16 receive a minimum of fifteen (15) minutes credit for extended shift overtime. The
17 following formula shall be used for computing payment: regular biweekly pay divided
18 by eighty (80) x hours worked x one and one-half (1-1/2). Accumulated overtime will
19 be paid out on the first full pay period following such accumulation.
20
- 21 5. **Stand-by.** An employee who is required to remain on duty for stand-by purposes
22 without an emergency in progress shall receive a minimum credit of fifteen (15)
23 minutes and shall be paid at the time and one-half (1-1/2) rate, or as required by law,
24 for all hours worked in excess of the daily work schedule. The following formula shall
25 be used for computing payment: regular biweekly pay divided by one hundred twelve
26 (112) x hours worked x one and one-half (1-1/2). Accumulated overtime will be paid
27 out on the first full pay period following such accumulation.
28
- 29 6. **Staffing Shortage.** Staffing shortage shall be defined as the need for additional
30 staffing to meet the minimum line firefighting staffing level of the department under
31 normal circumstances.
32

Staffing shortage records will be maintained by the office of the Fire Chief or his/her designee.

All line personnel shall have their names placed, according to their current job classification, on a "staffing shortage" list categorized by the following positions: Officer, Fire Equipment Operator, Firefighter/Paramedic.

New employees will be placed on the Firefighter/Paramedic job classification list and assigned overtime hours equal to the employee with the highest cumulative number of overtime hours in any job classification. Upon promotion, the employee's name shall be placed within the new job classification carrying over the cumulative number of overtime hours worked from the previous job classification. If an employee changes jobs and work schedules from a forty (40) hour to fifty-six (56) hour week, the employee will be placed in the appropriate job classification and assigned overtime hours equal to the employee with the highest cumulative total in the same job classification.

The following procedure will be used for staffing shortage call-in:

- a. When a call-in is required, the Fire Chief or his/her designee will use the appropriate list to fill the position.
- b. Overtime shall be offered to the individual with the lowest cumulative total of overtime hours worked in the appropriate job classification. If two (2) or more employees have an equal total of cumulative hours, seniority shall prevail. Seniority shall be based on the departmental seniority list.
- c. If notification to the Battalion Chief necessitates an unanticipated call-in requiring same-day (more than one hour notice) overtime call-in, the Battalion Chief shall fill the need as soon as practicable.
- d. If an immediate need for an employee call-in occurs (less than one hour notice), the Fire Chief or his/her designee may use appropriate judgment to fill this need. That judgment would include the employee's placement on the call-in list, location

1 of an employee's residence, the station where the vacancy exists, the time of day,
2 the on-coming shift assignments, and other pertinent information.

- 3
- 4 e. In the event no one from the given job classification has called to express interest,
5 another job classification list may be used provided the employee is qualified for
6 the needed position. If the vacancy is still unable to be filled, the Fire Chief or
7 his/her designee will order in the qualified employee per SFD procedures with the
8 least departmental seniority from the needed job classification list. Employees
9 ordered in for staffing shortage overtime will not have those hours added to his/her
10 accumulated total overtime hours list.

11

12 In the event mandatory overtime is required again from that same job classification, all
13 previously mandated employees will be bypassed and the Fire Chief or his/her designee
14 will proceed to order in the next least senior employee. This process continues as needed.
15 This system shall apply to all categories. The Fire Chief or his/her designee has the
16 authority to order in an employee in any category to fill any vacancy when the Fire Chief
17 or his/her designee is unable to contact an employee from the needed job classification.
18 The Fire Chief or his/her designee will not mandate any employee on scheduled leave to
19 accept involuntary overtime. Employees remain on the list in case of a recurrence of
20 mandatory overtime. Each calendar year, the system starts anew.

- 21
- 22 f. Employees on approved Family Medical Leave, jury duty, military leave, approved
23 school for workers leave, approved convention leave, bereavement leave, sick
24 leave, or worker's compensation on the date needed are not eligible for call-in.
25 Employees on approved vacation, EMS day, compensatory time (FLSA or
26 departmental), or on their day off are eligible for call-in.
- 27 g. A new cumulative total of overtime hours will be recorded on the list when the
28 assignment is accepted. Once accepted, it is the employee's responsibility to
29 report to duty that day or find a qualified replacement to work the overtime. The
30 arrangements must be approved by the duty Battalion Chief. (See Article XXXIII).
31 The employee who works the overtime hours shall receive the pay not the person
32 who originally accepted it.
- 33

- 1 h. In the event that the City cancels the accepted hours with more than forty-eight
2 (48) hours notice prior to the scheduled call-in, the Fire Chief or his/her designee
3 will notify the employee and make the appropriate adjustment to the records. In
4 the event that the City cancels the accepted hours with less than forty-eight (48)
5 hours notice prior to the scheduled call-in, the affected employee will receive two
6 (2) hours of overtime, provided the employee agrees to work the two (2) hours.
7 The employee must select the two (2) hours to be worked at the time of the
8 cancellation. The Fire Chief or his/her designee will make the appropriate
9 adjustment to the records.
- 10
11 i. In the event that the Fire Chief or his/her designee shortens the accepted hours of
12 the scheduled call-in, the Fire Chief or his/her designee will contact the employee
13 and offer the hours under the new circumstances. If the employee declines, the
14 Fire Chief or his/her designee will continue down the list using the normal
15 procedure. In the event that the Fire Chief or his/her designee shortens the
16 accepted hours after an employee has reported for duty, the employee will receive
17 a minimum of two (2) additional hours beyond the shortened call-in time provided
18 the employee agrees to work the two (2) additional hours. The Fire Chief or his/her
19 designee will make the appropriate adjustment to the records.
- 20
21 j. In the event an error is made regarding the use of the appropriate list, the Fire
22 Chief or his/her designee will notify the employee scheduled and cancel the
23 scheduled call-in. The appropriate list will then be used to fill the call-in. In the
24 event this occurs less than forty-eight (48) hours prior to the scheduled call-in, the
25 employee originally accepting the call-in will receive two (2) hours of overtime,
26 provided the employee agrees to work the two (2) hours. The employee must
27 select the two (2) hours to be worked at the time of the cancellation. If the error is
28 first noticed on the scheduled day of work or thereafter, a switch to the appropriate
29 list will be made at the next opportunity to balance the error.
- 30
31 k. Payment for staffing shortage overtime will be made at the time and one-half (1-
32 1/2) rate of the employee or as required by law. The following formula shall be

used for computing payment: regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2).

- I. Holidays. If an employee is called-in for a staffing shortage on a holiday named in this contract, but not a floating holiday, the employee shall be paid by the following formula rate for all hours worked: regular biweekly pay divided by one hundred twelve (112) x hours worked x two (2). All pay under this subsection will be paid out the first full pay period following its accumulation. A holiday in this section shall be defined as 7 a.m. to 7 a.m.

8. **Additional Duty.** An off-duty employee requested to work on special non-emergency assignments as designated by the Fire Chief will be paid on the time and one-half (1-1/2) rate or as required by law. An employee will receive a minimum of two (2) hours for additional duty overtime. The following formula shall be used for computing payment: regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2) for fifty-six (56) hour per week employees, and regular biweekly pay divided by eighty (80) x hours worked x one and one-half (1-1/2) for forty (40) hour per week employees. Payment for overtime accumulated under this subsection will be paid out on the first full pay period following its accumulation, or the Fire Chief may grant compensation off in lieu of pay.

9. **Specialist (eight {8} hour employee) Overtime Compensation.**

A specialist shall have the following options for overtime earned:

- a. Upon request, receive overtime payment on the first full pay period following its accumulation. The following formula shall be used for computing payment. Biweekly pay divided by eighty (80) x one and one-half (1-1/2) x hours worked.
- b. Accumulated as compensatory time off in lieu of overtime cash payment. Compensatory time off shall be granted at the rate of one and one-half (1-1/2) hours for each hour worked. Requests for compensatory time off must be approved by the Fire Chief or his/her designee. Compensatory time off will be

1 granted if, in the option of the Fire Chief or his/her designee, the department
2 workload permits.

- 3
4 c. Such compensatory time accrual shall be accrued from November 1 through
5 October 31 of the following year. Any accrued compensatory time not entered,
6 authorized, and approved as of November 30 shall be paid on the last full pay
7 period of the year. Pay shall be calculated at the prevailing rate at the time of
8 payment using the following formula: biweekly pay divided by eighty (80) x one
9 and one-half (1-1/2) x accrued hours.

10
11 **Exception to 9:**

12
13 A specialist working overtime on a holiday named in this contract shall receive double time
14 (biweekly pay divided by eighty (80) x two (2) x hours worked).

- 15
16 **10. No Pyramiding, duplicating or compounding.** Application of the provisions
17 contained in this Article shall not involve pyramiding, duplicating, or compounding of
18 overtime.

19
20 **11. Additional Pay for Additional Work for Critical Care Paramedic**

21
22 The primary Critical Care Paramedic (CCP) will receive premium pay (time and one-half)
23 during the call run-time from start of the call to the time the run ends (back to quarters). This
24 will apply to the primary/lead CCP only, and only one CCP per run will receive time and one-
25 half during the run-time only.

26
27 **ARTICLE IX**
28 **PROMOTIONS AND TRANSFERS**

- 29
30 A. Plan of Evaluation for Promotion: The Fire Chief will select a qualified member of the
31 department for promotion with approval from the Police and Fire Commission.

1 The Fire Chief shall establish promotional procedures pursuant to applicable Wisconsin
2 Statutes which include, but are not limited to, an evaluation of merit and ability in order to
3 determine qualified employees for promotion. The Fire Chief or his/her designee will notify the
4 Union President in writing ten (10) days prior to the announcement of the promotion process
5 with any changes.

6
7 B. The promotional system for Firefighter or Fire Equipment Operator (FEO) to Lieutenant shall
8 include the following: Qualified Firefighters and FEOs for the position of Lieutenant shall be
9 chosen in accordance with Subsection (A) above. The candidate with the most seniority from
10 those qualified shall be selected for promotion to the position of Lieutenant.

11
12 C. The promotional system for Lieutenant to Captain shall include the following: Lieutenants who
13 have completed their probationary period may apply for the position of Captain and shall be
14 chosen pursuant to Subsection (A) above. The Lieutenant with the most seniority in rank from
15 those qualified shall be selected for promotion to the position of Captain.

16
17 **D. Fire Apparatus Driver/Operators and Fire Equipment Operators**

18
19 All employees hired after January 1, 2002 are required to be certified by the Sheboygan Fire
20 Department as Fire Apparatus Driver/Operators. The department shall provide a training
21 program to enable employees to become certified.

22
23 An employee must complete the Fire Apparatus Driver/Operator training program to be
24 certified and in order to receive the step four (4) increase. The Fire Department shall not
25 hinder an employee's participation in the certification process and will provide employees
26 ample opportunities to train so that they are able to be certified in a timely manner. If
27 certification occurs beyond the thirty sixth (36th) month of employment then upon certification
28 the employee's pay would be based on length of service with the department and future step
29 increases shall be based on the date of hire and not the date of certification.

30
31 To be eligible and qualified for promotion to Fire Equipment Operator (FEO), a certified Fire
32 Apparatus Driver/Operator must have previously successfully completed a written and

1 practical examination for FEO as established by the fire department. The most senior
2 qualified employee will be offered the FEO position. Declining the offer does not affect the
3 employee's eligibility for future openings.

4
5 At a minimum, the Department will provide the FEO written and practical testing annually;
6 however, when the need arises, the Department will provide the FEO written and practical
7 testing semiannually.

8
9 Employees will be informed of the expected standards for completion of the Fire Apparatus
10 Driver/Operator program as well as the expectations for successful completion of the written
11 and practical examinations for qualification for promotion. It is the responsibility of the
12 employee to provide the effort necessary to meet those standards and expectations. All new
13 FEOs shall be ranked using in-grade seniority based on the date of the promotion.*

14
15 *Firefighter Greg Wucherer shall be grandfathered. If/when he would be promoted to FEO, he
16 shall be ranked according to department seniority.

17
18 **Note -- These language changes are not intended to effect the status of the current FEO
19 eligibility list, it is only intended to spell out the process for any future additions to said list.**

20
21 E. **Eligibility lists** for the positions Captain and Lieutenant shall be established for a two (2)
22 year period. Lists for the positions, Captain and Lieutenant shall expire on March 1 of the
23 year in which new testing or qualification procedures are conducted. **EXCEPTION:** In
24 the event that the eligibility list in a class grade is exhausted prior to the expiration date, a
25 new promotional procedure will be conducted at the earliest convenient date after a
26 vacancy in a position occurs. If a vacancy occurs within forty-five (45) days prior to the
27 expiration of an eligibility list, and the eligibility list has been exhausted, the Fire
28 Department may postpone filling the vacancy until the regularly scheduled promotional
29 procedure is completed. Time in service requirements under this exception shall be
30 calculated from the date of hire to the first day of the month in which the vacancy occurred.
31 The following circumstances will supersede the promotional eligibility lists:

32
33 1. An employee who has not passed a rank probationary period.

2. An employee has been demoted.

3. An employee has voluntarily chosen to transfer to an opening in a lower rank he previously held.

Each applicant for the above positions will receive the following information in writing within five (5) days of the date on which the PFC approves the eligibility list or the first appointment whichever occurs first.

1. A complete list of all cumulative scores.

2. His/her own scores both cumulative and per category.

3. His/her own ranking after seniority is applied.

The Union shall receive a written list of all qualified applicants within five (5) days of the establishment of the approved eligibility list or the first appointment whichever occurs first.

In the event that an employee on an eligibility list refuses a position when offered, such employee's name will be removed from the eligibility list. Such employee shall submit his/her notice in writing to the Fire Chief. Such employee will be required to re-qualify for a future position.

F. **Transfers:** The Fire Chief will make whatever transfers are needed for the efficient operation of the department. Lateral transfers made by the Fire Chief for the "efficient operation of the department" will ordinarily take place during the months of January and February. Employees involved in lateral transfers will be given a minimum of thirty (30) day notice to allow these employees to adjust both professional and personal affairs. Transfers may occur prior to the end of the thirty (30) day period upon the request of, or with the concurrence of, the affected employee. Transfers may also be made at any time on the basis of compelling department operational requirements, to include, but not limited to, irreconcilable conflicts between employees assigned to the same station, as

1 part of a formal program of work performance improvement, or if recommended to an
2 employee as part of a program developed under the City Employee Assistance Program.
3 Transfers that take place other than during January or February shall be discussed with
4 the Union's Executive Board before being made with the exception of probationary
5 employee(s).

6
7 Any qualified employee wishing to fill a vacancy caused by promotion, retirement or a
8 new position shall make his/her request to the Fire Chief or his/her designee. In the
9 event that two or more equally qualified Captains or Lieutenants request a lateral
10 transfer to fill a posted vacancy, the employee with the most seniority as applicable to
11 the position will be given preference unless it is deemed the efficient operation of the
12 department will be impaired. In the event that two or more equally qualified Fire
13 Equipment Operators or Firefighters request a lateral transfer to fill a posted vacancy,
14 the employee with the most department seniority will be given preference unless it is
15 deemed the efficient operation of the department would be impaired. The remaining
16 positions will be filled by the least senior employee. An employee of higher rank is also
17 eligible to apply for a posted vacancy of a lower rank provided that he/she has previously
18 served in the lower rank. Under this circumstance, seniority in grade will be equal to the
19 amount of time the employee previously served in the lower rank.

20
21 A request of an employee to return to a previously held rank may be honored by the Fire
22 Chief or his/her designee when no vacancy exists. Under this circumstance, seniority in
23 grade will be equal to the amount of time the employee previously served in the lower
24 rank.

25
26 An equally qualified member of the department may also request a lateral transfer to
27 another company during the months of January and February. All such requests are to
28 be honored unless it is deemed the efficient operation of the department would be
29 impaired.

1 **G. Probation**

- 2
- 3 1. All newly hired full-time employees shall serve a minimum probationary period of one
- 4 (1) year uninterrupted by any type of service break during which time they will be
- 5 termed probationary employees.
- 6
- 7 2. Probationary employee's service may be terminated at any time by the Fire Chief in
- 8 his/her sole discretion and the employee so terminated shall have no recourse over
- 9 such termination. Probationary employees receive temporary assignments.
- 10
- 11 3. Probationary employees may be transferred or rotated within various temporary
- 12 assignments at any time during probation. This will provide the greatest exposure to
- 13 fire personnel, apparatus, equipment, districts, and buildings, and to facilitate training.
- 14 Such transfers and rotations shall not adversely affect any FLSA compensatory time
- 15 credit that would have been earned had the transfer or rotation not occurred.
- 16
- 17 4. After an employee has successfully completed his/her probationary period of
- 18 employment, he/she shall become a regular full-time employee and he/she shall be
- 19 placed on the seniority list as of his/her date of hire.
- 20

21 **H. Layoff and Recall**

- 22
- 23 1. When it becomes necessary, because of need for economy, lack of work or funds, or for
- 24 other just causes, to reduce the number of subordinates:
- 25
- 26 a. the emergency, special, temporary, part-time, or provisional subordinates, if any,
- 27 shall be dismissed first, and thereafter subordinates shall be dismissed in the
- 28 order of the shortest length of service in the department, provided that, in cities
- 29 where a record of service rating has been established prior to January 1, 1933,
- 30 for the said subordinates, the emergency, special, temporary, part-time
- 31 provisional subordinates, if any, shall be dismissed first, and thereafter

subordinates shall be dismissed in the order of the least efficient as shown by the said service rating.

- b. When it becomes necessary to reduce the number of subordinates in the higher positions, or to abolish any higher positions in the department, the subordinate or subordinates affected thereby shall be placed in a previous position in the department less responsible according to his/her efficiency and length of service in the department.

2. The name of a subordinate laid off as set forth in this section shall be left on an eligible reemployment list for a period of five (5) years due to layoff. If an approved vacancy occurs or if the number of subordinates is increased in the department, such vacancy or new positions shall be filled by persons on such list in the inverse order of the layoff of such persons provided they can pass a standard physical examination.

3. Any reduction in salaries of employees governed by the terms of this section shall be in accordance with 62.13(7), Wisconsin Statutes.

4. For any employee who was laid off and then returns to employment, all affected contractual pay/benefits/seniority for that employee shall be for the amount of time served, even though it has not been continuous.

In the event that an employee is laid off for less than six (6) months and then returns to employment, said employee will earn credited time during his/her absence despite having been laid off for the following purposes: vacation, step increases, longevity increases, and time in service for seniority.

I. Loss of Seniority:

1. An employee's seniority and employment shall terminate if:

- a. The employee quits, or

- b. The employee is discharged for just cause, or
 - c. A settlement with the employee has been made for total disability, or
 - d. The employee is retired, or
 - e. The employee is laid off or has not, for any reason, worked for the department for a continuous period exceeding sixty (60) calendar months.
2. An employee may be subject to disciplinary action up to and including possible termination and/or loss of seniority if:
 - a. The employee has not, for any reason other than those listed as (a) through (e) above, worked for the department for a continuous period exceeding twenty-four (24) calendar months, or
 - b. An employee is absent from work without advising the Fire Chief or his/her designee acceptable to the department for such absence, or
 - c. The employee overstays a leave of absence without advising the Fire Chief or his/her designee a reason acceptable to the department, or
 - d. The employee gives a false reason in requesting a leave of absence or engages in other full-time employment during such leave of absence, or
 - e. The employee knowingly falsified information on his/her application for employment material to his/her employment status, or
 - f. The employee holds another job wherein he/she is employed by another employer without specific written authorization therefore from the Fire Chief which written authorization shall be contained on a form as approved by the department. It is the employee's responsibility to inform the Fire Chief of other employment. The

employee shall update the form annually and/or at the time of any employment changes.

J. Roving

1. All Lieutenant candidates on the current eligibility list shall be roved first to act up as the company officer whenever appropriate. The candidate may not “pass” on any potential movement to act up. This does have the potential to create additional roving. If there are no candidates from the Lieutenant eligibility list available for the tour, then the current roving process should be followed as referenced in **Article XIX, Section E.**

**ARTICLE X
GRIEVANCE PROCEDURE**

- A. **General Provisions:** A grievance under this Agreement is a written claim arising under and during the terms of this Agreement, initiated as set out below limited to the interpretation, application, or enforcement of the terms of this Agreement and disciplinary action except disciplinary action subject to Chapter 62.13 (i.e. involving suspension, reduction in rank, suspension and reduction in rank, or removal.) Any dispute with respect to the reasonableness of the application of work rules primarily related to working conditions, wages, or hours, except those that affect safety, firefighting, or activities related thereto, shall be subject to the grievance procedure.
- B. **Items Exempt from Consideration** for Processing Under this Procedure include the following:
 1. **Job classifications, promotional procedures** as are provided by Chapter 62, Wisconsin Statutes, or any other matter provided for in that statute except disciplinary action as defined herein. With regard to the foregoing matters, Chapter 62, Wisconsin Statutes, will apply rather than the grievance procedure.

1 2. **Pension matters** under the exclusive jurisdiction or control of any duly authorized
2 pension board.

3
4 C. **Departure from the steps of the procedure** or change in time limits may be made with
5 written permission of the Fire Chief or his/her designee upon request of either party when
6 mutually agreed to by the Fire Chief and the aggrieved party and his/her representative.

7
8 D. **All grievances and grievance appeals shall set forth the provisions of the**
9 **Agreement** and/or the rule or regulation of the Fire Chief under which the grievance was
10 filed. All appeals of duly filed grievances not submitted by the Union or employee within
11 the time limit specified shall be termed abandoned grievances and as such shall be
12 considered as being resolved in favor of the City and not subject to further consideration
13 under the provisions of this grievance and arbitration procedure. Properly prepared and
14 filed grievances shall be answered on behalf of the City within the time limits specified;
15 and in the event such grievances are not so answered, they shall be termed abandoned
16 grievances and as such shall be considered as being resolved in favor of the Union or the
17 employee. Abandoned grievances shall not be considered precedent for future cases. By
18 mutual agreement and in writing, the parties may waive any of the steps contained in this
19 grievance and arbitration procedure.

20
21 E. **Steps in the Grievance Procedure:**

22
23 1. The aggrieved employee and/or his/her Union steward shall, within ten (10) calendar
24 days of the date the alleged grievance occurred, submit the facts of the grievance in
25 writing, signed by the complainant, to the Fire Chief or an Assistant Chief. The Fire
26 Chief or the Assistant Chief shall, within ten (10) calendar days, reply to the grieving
27 party in writing giving his/her decision with a copy to the Fire Chief.

28
29 2. Should the Union grievance committee decide that the reply of the Fire Chief or the
30 Assistant Chief on the Chief's behalf is unsatisfactory, the Union shall within ten (10)
31 calendar days submit the facts of the grievance in writing to the Fire Chief with a copy
32 to the Director of Human Resources and Labor Relations. The Fire Chief, Assistant
33 Chiefs, and the Director of Human Resources and Labor Relations shall within ten

(10) calendar days hold a meeting with the aggrieved employee, his/her immediate supervisor, and no more than two (2) Union representatives that the aggrieved employee shall wish in attendance. The Fire Chief or an Assistant Chief shall within ten (10) calendar days of the meeting furnish the Union grievance committee his/her written response with a copy to the Director of Human Resources and Labor Relations. In cases of discipline administered by the Fire Chief or his/her duly authorized subordinate, the grievance shall be initiated at Step 2 of the grievance procedure. Disciplinary action imposed by a duly designated subordinate is subject to review of the Fire Chief; however, the Fire Chief reserves the right to take official action without prejudice based upon his/her own findings. Decisions made at any level below that of the Fire Chief shall not be interpreted as setting a precedent. The disciplinary action taken shall be considered final and binding unless a written appeal to arbitration is made within ten (10) days of said disciplinary action in accordance with Step 3 of this subsection as the sole remedy of said disciplinary action.

3. **Final Disposition - Arbitration:** If a timely written grievance has not been disposed of as aforesaid to the satisfaction of either party, the City or the Union Executive Board, no later than ten (10) calendar days upon receipt of written response under Step 2, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A copy of such request shall be forwarded to the Director of Human Resource and Labor Relations and the City Attorney.

a. **The selection of an impartial arbitrator shall be as follows:**

The Director of Human Resources and Labor Relations and the representative for the Union shall meet and confer for the purpose of selecting an impartial arbitrator acceptable to both parties. In the event the representative for the Union and the Director of Human Resources and Labor Relations are unable to agree upon an impartial arbitrator within ten (10) calendar days after the referral of such matter to arbitration, the representative for the Union or the Director of Human Resources and Labor Relations shall request the Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator. After such panel of names is received, the Director of Human Resources and Labor Relations and the

1 representative for the Union shall alternately eliminate names from such list until one
2 name remains with the appealing party making the initial elimination. Such remaining
3 person shall then become the arbitrator. The arbitrator shall first determine whether
4 the dispute is arbitrable under the express terms of this Agreement. Once it is
5 determined that the dispute is arbitrable, the arbitrator shall proceed to determine the
6 merits of the dispute submitted to arbitration. The arbitrator shall be limited to the
7 terms of this Agreement as written and shall have no power to modify, amend, add to,
8 or subtract from the language of this Agreement in arriving at a determination of any
9 issue presented to him/her for arbitration within the limits expressed herein. No award
10 of any arbitrator may be retroactive for any period prior to the execution of this
11 Agreement.

12
13 The expenses for the services of the impartial arbitrator and proceedings shall be
14 borne by the party whom the decision is rendered against; however, each party shall
15 be responsible for compensating its own representatives, witnesses, and such other
16 expenses incurred in the process of selecting an arbitrator and during the arbitration
17 process.

18
19 The arbitrator shall submit his/her award in writing to 1) Attorneys of Record, 2) the
20 Union of Firefighters, and 3) the Director of Human Resources and Labor Relations.

21
22 b. The arbitrator shall expressly confine himself/herself to the precise issues
23 submitted for arbitration and shall have no authority to determine any other issue
24 not so submitted to him/her or to submit observations or declarations of opinion
25 which are not directly essential in reaching the determination. The arbitrator shall
26 have no authority to grant wage increases or decreases.

27
28 c. In reviewing any differences with respect to the reasonableness of the application
29 of new departmental rules or regulations primarily related to wages, hours, and
30 conditions of employment under this grievance and arbitration procedure, the
31 arbitrator shall take into account the special statutory responsibilities granted to
32 the Fire Chief under the statutes of the State of Wisconsin and amendments
33 thereto.

1
2 The arbitrator shall not impair the ability of the Fire Chief to operate the department
3 in accordance with the statutory responsibilities under the statutes of the State of
4 Wisconsin and amendments thereto; nor shall he/she impair the authority of the
5 Fire Chief to maintain, establish, and modify rules and regulations for the operation
6 of the Fire Department, provided such rules and regulations are not in violation of
7 the specific provisions of this Agreement. In addition, the arbitrator shall not
8 prohibit the Fire Chief from executing departmental rules and regulations in a fair
9 and equitable manner.

10
11 d. As stated in Chapter 788, the latest State statute(s) shall apply.

12
13 e. The award shall be reduced to writing.

14
15 **ARTICLE XI**
16 **PROHIBITION OF STRIKES**
17

18 A. The parties of this Agreement mutually recognize and agree that the services performed
19 by members of the fire force are services essential to the public health, safety, and welfare.
20 Under no circumstances will the Association cause or permit its members to strike, slow
21 down, disrupt, impede, or otherwise impair the normal function of the department; nor shall
22 any member of the bargaining unit take part in any of such prohibited activities.

23
24 B. The Association pledges itself to make every effort to maintain unimpaired the fire service
25 and protection of the community. Should one or more members of the bargaining unit
26 during the term of this Agreement or any extension thereof breach the obligations of
27 Subsection (a), the City shall immediately notify the officers of the Association in writing
28 that a prohibited action is in progress.

29
30 C. The Association shall forthwith, and in any event within twelve (12) hours by the senior
31 responsible officer of the Association, disavow said prohibited action in writing to the
32 Collective Bargaining Committee, order its member or members in writing to return to work

1 or cease the prohibited activity, and provide the City with a copy of its order. Such
2 notification by the Association shall not constitute an admission by it that the prohibitive
3 action is in progress or has taken place. The notification shall be made solely on the
4 presentations of the City. In the event that a wildcat strike occurs, the Association agrees
5 to take all reasonable effective and affirmative action to secure the members' return to
6 work immediately. Failure of the Association to issue such written orders and take such
7 action shall be considered in determining whether or not the Association caused or
8 authorized directly or indirectly the strike.
9

10 D. If the Association disavows the prohibited activity and orders its members in writing to
11 work, the City shall not hold the Association financially responsible and the Association
12 shall interpose no defense to the imposition of such penalties or sanctions as may be
13 assessed against the participants.
14

15 E. An employee who commits any of the acts prohibited in this section after an injunction or
16 restraining order has been issued may be subject to the following penalty. Whoever
17 violates this section after an injunction or restraining order has been issued against such
18 a prohibited activity has been issued shall be fined seventy-five dollars. After the injunction
19 has been issued, any employee who is absent from work because of purported illness
20 shall be presumed to be on strike unless the illness is verified by a written report from a
21 physician to the employer. Each day of continued violation constitutes a separate offense.
22 The court shall order that any fine imposed under this subsection be paid by means of a
23 salary deduction at a rate to be determined by the court.
24

25 F. There shall be no lockout by the City during the term of this Agreement.
26

27 G. These prohibited acts are dependent upon binding arbitration pursuant to 111.70 of the
28 Wisconsin Statutes being in effect as an alternative to the Association or its members and
29 further are dependent upon the existence of the "Wisconsin No-Strike Statute" being in
30 effect.

ARTICLE XII
RULES AND REGULATIONS

The Association recognizes the rights of the City to promulgate reasonable rules and regulations; however the City agrees that all new Fire Department rules and regulations primarily related to wages, hours, and working conditions shall be submitted to the Association thirty (30) days prior to implementation. Nothing herein shall preclude the City from promulgating work rules and regulations for emergency purposes so that the thirty (30) day notice is not required.

ARTICLE XIII
LEAVES OF ABSENCE

- A. The Fire Chief may authorize special leaves of absence for a period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: With or without pay for attendance at a college, university, business school, or training institute for the purpose of training in subjects relating to the work of the employee and which will benefit the City service; without pay for urgent personal business requiring an employee's attention for an extended period, such as settling estates, pursuant to Section 29-143 through 29-148 of Article IV, Chapter 29, of the Municipal Code as revised January, 1981.
- B. The City agrees to allow up to three (3) delegates from the Fire Department time off without pay, or time off as administered by a work trade policy governing Article XIII(B) of this Contract, to attend the annual Wisconsin State Firefighters' School for Workers. Expenses are to be borne by the Firefighters. Employees will not be ineligible for benefits as contained in this Agreement as a result of said time off without pay to attend the "School for Workers." The City agrees to allow up to three (3) delegates plus any state representatives, if any, from the Fire Department time off, with no loss of pay, to attend the annual Wisconsin State Firefighters' Convention. Expenses are to be borne by the Firefighters. The Fire Chief may reduce the number of delegates to less than three (3) if that number would be detrimental to the operation of the Fire Department.

ARTICLE XIV

BEREAVEMENT LEAVE WITH PAY

- A. When death of the spouse, parent, natural child, or legally adopted child of an employee occurs, the employee upon request will be excused for three (3) normally scheduled tours of duty following the date of death providing he/she attends the funeral. The term "parent" shall mean natural parent and/or a step-parent who has legally adopted the employee.

When death of the employee's mother-in-law, father-in-law, brother, sister, or stepchild occurs, the employee upon request, will be excused for two (2) twenty-four (24) hour tour of duty.

When death of the employee's spouse's grandparent, or the employee's grandparent, grandchild, or stepparent occurs, the employee, upon request, will be excused for one (1) twenty-four (24) hour tour of duty.

Upon request by the employee and approval of the Fire Chief of the department, the days in this section may be altered due to extenuating circumstances regarding the services, scheduling, or travel distance.

- B. An employee excused from work under this section shall, after making application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.
- C. In the event of a simultaneous tragedy affecting more than one (1) of the covered relatives enumerated above, not more than three (3) normally scheduled tours of duty shall be excused with pay; and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

- 1 D. As noted in Article VI (Definitions), forty- (40) hour per week employees will receive two
2 (2) workdays per twenty-four (24) hour tour of duty.

3
4 **ARTICLE XV**

5 **BASE PAY AND LONGEVITY PLAN**

- 6
7 A. The classification by titles used in this section shall be those in common use in Fire
8 Departments and the words title and position shall be synonymous.

- 9
10 **B. There shall be pay scales F and H for employees in the Fire Department.**

11
12 **Base Schedule F** includes all employees hired prior to 1/1/2001. Exceptions: Trevor
13 Saeger, despite being hired after 1/1/2001, shall be a Base Schedule F employee.
14 Brent Adamson, despite being hired prior to 1/1/2001, shall be a schedule H
15 employee. In the event a schedule F employee obtains a paramedic license, he/she
16 will be placed on schedule H.

17
18 **Base Schedule H** is for all employees hired after 1/1/2012. All employees hired
19 after 1/1/2001 with at least 7 years of employment. Exceptions: Trevor Saeger,
20 despite being hired after 1/1/2001, shall be a Base Schedule F employee. Brent
21 Adamson, despite being hired prior to 1/1/2001, shall be a Schedule H employee.

- 22
23 **C. Schedule F**

24 **Entrance Rate**

25 **Step 2** - After twelve (12) months

26 **Step 3** - After twenty-four (24) months

27 **Step 4** - After thirty-six (36) months requires FEO certification, see

28 **Maximum Rate Step 5** - After forty-eight (48) months – Base Rate

29 In addition to the base rates for each position, five (5) longevity steps (Steps 6, 7, 8, 9 and 10)
30 are provided in the compensation plan.

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

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

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

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

Step 10 - After twenty five (25) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of seven and one-half (7.5) percent biweekly added to Step 5.

D. Schedule H Entrance Rate

Step 2 - After twelve (12) months

Step 3 - After twenty-four (24) months

Step 4 - After thirty-six (36) months requires FEO certification, see Article XIX D.

Step 5 - After forty-eight (48) months

Step 6 - After sixty (60) months

Maximum Rate Step 7 - After seventy-two (72) months - Base Rate

In addition to the base rates for each position, four (5) longevity steps (Steps 8, 9, 10, 11 and 12) are provided in the compensation plan.

Step 8 - After seven (7) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly to Step 7.

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

Step 10 - After fifteen (15) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of four and one-half (4-1/2) percent biweekly added to Step 7.

Step 11 - After twenty (20) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of six (6.0) percent biweekly added to Step 7.

Step 12 - After twenty five (25) years' continuous service and one (1) year at maximum rate - an additional one and one-half (1-1/2) percent biweekly for a total of seven and one-half (7.5) percent biweekly added to Step 7.

The above salaries shall be rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. Step 10 to be effective January 1, 2012.

E. All advances are on the employee's anniversary date and the new rate shall be paid on the first full pay period thereafter. Advancement to each step (intermediate and longevity) shall be made in accordance with the steps listed prior unless the employee's performance is rated unsatisfactory on the annual final personnel evaluation report. Employees will have an annual performance evaluation, but pay increases occur on the employee's anniversary date.

The evaluation on the Personnel Change Notice form is intended to be a synopsis of the more detailed Fire Department personnel evaluation completed by each employee's

officer. If rated unsatisfactory, such employee shall be reevaluated after six (6) months from the initial unsatisfactory evaluation. If an employee who was rated unsatisfactory is not rated unsatisfactory at the end of the six (6) month reevaluation, the employee shall then receive the step or longevity increase that was withheld based upon his/her seniority. A Personnel Change Notice form shall be submitted in conjunction with the next full pay period after the employee receives the rating. The step increase will not be retroactive, but additional steps will continue to be based on the employee's date of hire. The Fire Chief or his/her designee must recommend in writing the advancement in salary of each employee in his/her department who has met the requirements for compensation advancement.

- F. All subsequent contracts will use the base pay and longevity rates therein contained. Changes in the compensation schedules shall be made in such manner as to maintain proper percentage relationships between the positions.

ARTICLE XVI SALARY AND WAGE SCHEDULE

A. Firefighting Force

<u>Grade</u>	<u>Title</u>
01	Firefighter
02	Fire Equipment Operator
03	Fire Lieutenant
04	Fire Captain

- B. All class grades shall receive a 2024 wage increase of three and one half (3.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective the first full payroll period after January 1, 2024, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2025 wage increase of three and one half (3.50) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective the first full payroll period after January 1, 2025, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2026 wage increase of two (2.00) percent on Steps 1 through 5 (or step

January 1, 2024 to December 31, 2028

1-7 on Schedule H) effective the first full payroll period after January 1, 2026, and two (2.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective the first full payroll period after July 1, 2026, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2027 wage increase of three (3.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective the first full payroll period after January 1, 2027, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour. All class grades shall receive a 2028 wage increase of three (3.00) percent on Steps 1 through 5 (or step 1-7 on Schedule H) effective the first full payroll period after January 1, 2028, rounded off so that the biweekly pay is divisible by eighty (80) hours in even cents per hour.

Across-the Board Percentage Adjustment Me-Too For 2027 and 2028. The parties agree that this Union shall receive the same percentage across the board wage adjustment as received by another union for wage percentage adjustments in 2027 or 2028 if such across the board wage percentage adjustment is above the listed percentage settlements above.

C. Effective at City discretion, no earlier than thirty (30) days after mutual signatures of the 1998-2000 Agreement, **direct deposit** shall be mandatory for all employees.

D. The City and the Union agreed to standardize the payroll system to make pay periods the same. All employees will have a two (2) week holdback of pay.

ARTICLE XVII

HOLIDAY PAY

A. **The following days shall be earned holidays:**

Fifty-six hour per week employees: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, September 11 (effective 1/1/2003), Thanksgiving Day, and Christmas Day. One-half (½) day preceding Christmas and one-half (½) day on Friday before Easter, and two and one-half (2-1/2) floating holidays (one floating holiday was

added January 1, 2007) are also earned holidays for a total of eleven and one-half (11-1/2) earned paid holidays.

Forty hour per week employees: Effective January 1, 1998, Fire Prevention Bureau employees are eligible for two and one-half (2-1/2) floating holidays (one floating holiday was added January 1, 2007) as well as New Year's Day, Memorial Day, Independence Day, Labor Day, September 11 (effective 1/1/2003), Thanksgiving Day, the day after Thanksgiving, and Christmas Day and one-half (½) day preceding Christmas and one-half (½) day on the Friday before Easter. Generally, when a named holiday falls on Saturday, the preceding Friday shall be observed as the holiday; and when any such holiday falls on Sunday, the following Monday shall be observed as the holiday. However, when Christmas falls on a Saturday, the following Monday shall be observed as the holiday; and when Christmas Eve falls on a Sunday, the preceding Friday shall be observed as the holiday. Any other changes in the designated days for celebrating holidays will be posted by the City after consultation with the Union President.

B. Due to the continuous operation of the Fire Department, members of the Fire Department, working a twenty-four (24) hour shift schedule, shall receive compensatory pay for holidays worked at the double time rate. Such compensatory pay shall be apportioned as follows: Regular biweekly pay, divided by ten (10), multiplied by fifteen and thirty-three hundredths (15.33), divided by the number of pay periods in the year.

C. **Longevity pay** shall be included in computing holiday pay.

ARTICLE XVIII

UNIFORM ALLOWANCE

A. Effective January 1, 2003, Each new appointee to the Fire Department who is required to wear a uniform shall be paid one hundred dollars (\$100.00) for an initial uniform allowance. Said one hundred dollars (\$100.00) shall be paid on the pay day following the completion of the required probationary period.

- 1 B. In addition, such employees shall be compensated at the rate of one-twelfth (1/12) of the
2 prevailing annual uniform allowance per month for the period between the beginning of
3 the probationary period and the end of the calendar year in which said probationary period
4 started, which additional amount shall be paid on the first pay day in January or on
5 completion of probation when two (2) calendar years are involved.
- 6
7 C. Effective January 1, 2026, payable during the month of January each calendar year, a
8 five hundred fifty dollar (\$550.00) uniform allowance shall be paid to all other members of
9 the Fire Department who are required to wear uniforms.
- 10
11 D. Upon termination, any employee that has successfully completed probation receiving
12 benefits under this provision shall receive the prorated allowance for each full month
13 worked in the current year.
- 14
15 E. All personnel are required to have a Class A uniform by July 1, 2016. Probationary
16 employees shall be required to purchase a current uniform within 6 months of completing
17 probation. Employees assume responsibility for purchasing NFPA compliant boots and
18 helmet when current department issued equipment becomes obsolete. Members of the
19 Sheboygan Fire Department who purchase their helmet and boots shall do so in
20 accordance with current department regulations regarding employee purchased personal
21 protective equipment. The Sheboygan Fire Department is not responsible for the
22 replacement and or costs associated with damage to any member's personal traditional
23 helmet, eye protection, or boots. Probationary employees will be provided boots and
24 helmet during probation and up to 12 months after successful completion of probation.
- 25 F. **The City shall supply protective clothing** to members of the Fire Department, including,
26 raincoats, gloves, and bunker pants. The standards of equipment furnished shall be
27 established by the Fire Chief or his/her designee, and worn-out equipment must be turned
28 in before replacement or when employment with the Fire Department is discontinued.
29 Bedding shall be the responsibility of the employee.
- 30

ARTICLE XIX

SPECIAL SALARY PROVISIONS

A. **All supervisors shall be paid at a higher rate than their subordinates.** In the event that because of difference in length of service a supervisor is paid a rate of pay equal to or lower than one (1) of his/her subordinates, the supervisor shall be advanced to a step in his/her salary range which will provide him/her a rate of pay one (1) increment higher than any subordinate, regardless of the supervisor's length of service.

B. **Promotion to a class with higher pay range.** In the event a member of the Association is **promoted to a class with a higher pay range**, the entrance rate shall be at the employee's same step at the higher classification. Applicable longevity increases within the twelve (12) months after promotion will be effective on the first full pay period following the years of service requirements. The first twelve (12) months shall be considered the period of probation.

In the event a promoted employee does not pass probation, the employee will be re-assigned, without retesting, to his/her previous rank prior to promotion when the next vacancy occurs, according to the following process:

1. The employee's current position will be filled from the promotional list and the employee not passing probation will be re-assigned to a vacant position within the employee's previous rank.
2. If there is no immediate opening within the employee's previous rank, the employee will be temporarily assigned to an available lower rank until the next vacancy occurs within the employee's previous rank.
 - a. The lower rank assignment will be within the highest rank available for which the employee is qualified.
 - b. The employee will receive pay at the rank he/she previously held while waiting for a vacancy to occur.

1 c. There will be no expiration date for the employee to return to his/her
2 previous rank. When that vacancy occurs, the employee's circumstance will
3 supersede filling the vacancy from the promotional list.
4

5 d. The employee's seniority in rank shall be continued as if the employee
6 never left his/her previous position.
7

8 The same process will be used in the event an employee is demoted.
9

10 C. **Employees at the minimum base pay range.** An employee whose **entrance rate is at**
11 **the minimum** of the base range shall be advanced to the next higher rate at the beginning
12 of the pay period following the completion of the first twelve (12) months of service,
13 providing his/her service has been satisfactory. The probationary period may be extended
14 by the Fire Chief. The employee's adjusted anniversary date shall be the date of
15 acceptance. Subsequently, the employee shall be advanced annually to the higher rates
16 within the pay range on the employee's adjusted anniversary date; and the new rate shall
17 be paid on the first full pay period thereafter.
18

19 D. For employees hired after January 1, 2002: An employee must become certified by the
20 Sheboygan Fire Department as a Fire Equipment Operator (FEO) prior to receiving his
21 Step 4 (36 month) pay increase. In the event that an employee certifies as an FEO some
22 time after the 36 month step, his/her pay will be adjusted to the appropriate step (based
23 on date of hire) in the first full pay period following the FEO certification. Future step
24 increases shall be based on date of hire, not date of FEO certification.
25

26 E. Effective January 1, 2012, compensation for working out of grade becomes part of an
27 employee base salary. The most senior qualified employee shall be expected to act in
28 the higher grade, however if there is another qualified employee in the same station the
29 most senior may waive the opportunity to work in the higher grade. When applicable the
30 least senior qualified employee will be assigned roving duties, however the most senior
31 qualified employee may elect to accept roving duties.
32

1 1. A Captain or a Lieutenant acting as a Battalion Chief shall receive an additional (6
2 ½%) above Captains rate in the same step while so assigned. Acting out of grade for
3 less than eight (8) hours during a twenty-four hour period shall not be compensated.
4 The intent is that a Captain and a Lieutenant shall each earn the same amount for
5 acting as a Battalion Chief. A Captain or Lieutenant acting as a Battalion Chief shall
6 receive an additional six and one-half (6 ½%) percent above the same step in Class
7 Grade 05 while so assigned. Acting out of grade for less than eight (8) hours during
8 a twenty-four (24) hour shift will not be recorded and will not be compensated.
9

10 2. In the event of an absence (longer than 30 days) in a paid position (FEO, LT, or
11 Captain), the assigned replacement employee(s) will receive out of grade pay
12 beginning the 31st day of the absence. In the event that absence was created due to
13 a promotional delay, the assigned replacement employee(s) will receive out of grade
14 pay retroactive to the first day of absence. In the event that absence was created due
15 to normal usage of vacation/compensatory time, no out of grade will be received. The
16 employee(s) shall receive the pay rate of the higher classification in their current pay
17 step. Due to vacations, roving, etc the replacement employee may be more than one
18 employee.
19

20 Payment for working in a higher classification will be paid annually on the first payday in February,
21 unless it is practicable to pay it out on the payday after it is earned.
22

23 Effective January 1, 2012, Acting Pay and Paramedic 2% "rig" pay will be rolled up into a one-
24 time \$910.00 addition to each firefighters pay.
25

26 **F. Instructor Premium Pay.**
27

28 1. An **off-duty employee requested to instruct** department-required training, as
29 designated by the Fire Chief as extra duty, will be paid at the time and one-half (1-1/2)
30 rate computed by dividing the regular biweekly pay divided by one hundred twelve
31 (112) x hours worked x one and one-half (1-1/2).
32

2. An **on-duty employee requested to instruct** department-required training as designated by the Fire Chief as extra duty, will receive instructor premium pay of an additional fifty (50) percent of the employee's regular hourly rate (biweekly rate without holiday pay divided by one hundred twelve (112) times five tenths (.5) times the hours of instruction.).

G. Sheboygan Fire Department Instructors.

1. The Fire Department shall pay all costs (registration, lodging, books, mileage, etc.) to attend any course required for a Fire Department instructor to maintain his/her status to teach that course. The Fire Department may, under the discretion of the Fire Chief, pay costs for a Fire Department instructor, to attend a course that can enhance that employee's knowledge of their field of expertise.
2. When practical, on-duty time will be provided to a Fire Department instructor to adequately prepare for his/her presentations.
3. When approved, those employees volunteering or assigned as instructors shall be eligible for compensation while preparing for training programs and will be paid at the time and one-half (1-1/2) rate computed by dividing the regular biweekly pay divided by one hundred twelve (112) x hours worked x one and one-half (1-1/2). Approval from the Fire Chief or his/her designee is on a case-by-case basis.

H. Premium pay for work outside normal station work routine hours.

1. Public relations/education. An on duty employee required to represent the fire department for the purpose of scheduled public relations or public education outside the normal station work routine hours will receive time back during normal station work routine hours for time the employee worked the public education or public relations event. Such time should be requested for use by the employee during the same shift if available as determined by the Battalion Chief, or during a subsequent shift during the current or next work cycle.

2. **Training.** The Fire Chief may require each employee to participate in two (2) training sessions per calendar year, to a maximum of four (4) hours outside the normal station work routine hours, at no additional expense to the City. Additionally, training sessions participated in with outside agencies other than solely the Sheboygan Fire Department must not exceed an additional six (6) sessions per calendar year, to a maximum of eighteen (18) additional hours outside the normal station work routine hours. (Sundays, and holidays are excluded.) Additional training may take place as agreed upon by the Fire Chief or his/her designee and the Union president or their designee.

I. Paramedic Preceptor Compensation

Each semester the Fire Chief, or his/her designee, will determine whether the Sheboygan Fire Department will participate in a paramedic preceptor program. The participation level shall not exceed one (1) paramedic student per ambulance.

The division of assignment and scheduling of assignment will be determined by the Fire Chief or his/her designee. Upon selection of station of the preceptor assignment, the most senior paramedic assigned to the ambulance will be given the option of precepting. If he/she declines, the other paramedic (if eligible) shall be assigned the duty. The preceptor shall be the "lead" paramedic on the assigned day. Probationary employees will not be assigned preceptor function.

For each 12 hour segment, the preceptor will accrue one (1) hour of compensatory time. Use of compensatory time earned is subject to the Department's Vacation/Comptime Leave Policy.

In the event a preceptor would be subject to loss of Emergency Medical Technician (EMT) license resulting from his/her role/duties as a preceptor, he/she would maintain employment and would not be bound by the condition of employment requirement of maintaining an EMT license. Said employee would be expected to make full efforts to regain his/her EMT license.

ARTICLE XX
SEVERANCE PAY

- A. Effective January 1, 1988, **an employee upon retirement**, layoff without cause on the part of the employee, or death, will receive the following severance pay, less any amount paid out as a result of any previous terminations.

Effective January 1, 1998, the applicable pay rate for severance pay, for an employee retiring after December 18th in any given year, shall be set at the rate in effect on the first day of the next month. (E.g., if an employee retires on Dec. 26, 1998, he/she shall receive his/her severance payout at the Jan. 1, 1999 rate.) If there is no successor agreement in place at the time of retirement, an additional retroactive adjustment payment will be paid when the successor agreement terms become known.

1. **Vacation.** All unused vacation and earned vacation pay for all months of service from January 1 to the date of retirement.

- a. For employees assigned to the 24-hour shift duty, the formula for a tour of duty shall be regular biweekly pay including holiday divided by 112 multiplied by 24.

For example, a 26-year employee retires on August 29, without using any vacation during his retirement year. He will have earned 14 tours of duty of unused vacation and 7/12 (number of full months worked) times 14 tours of duty of earned vacation (=8.17 of earned vacation). His total vacation severance pay would be 22.17 (14 plus 8.17) times his tour of duty rate as defined above.

- b. For employees assigned to the 8-hour workday schedule, the formula for a day shall be regular biweekly pay divided by 80 multiplied by 8.

For example, a 26-year employee retires on August 29 without using any vacation during his retirement year. He will have earned 25 days of unused vacation and 7/12 (number of full months worked) times 25 of earned vacation

(=14.58). His total vacation severance pay would be 39.58 (25 plus 14.58) times his daily rate as defined above.

2. **Compensatory Time.** All accrued compensatory time, except Fair Labor Standards Act overtime, shall be paid at one and one-half (1-1/2) times the employee's regular biweekly pay at the time of termination. All Fair Labor Standards Act compensatory time shall be paid out at the biweekly regular rate as defined by law divided by one hundred twelve (112) x five-tenths (.5) x accrued hours.

3. A full-time employee in the bargaining unit with five (5) years or more continuous service is entitled to payment of one-half (1/2) of all **accumulated sick leave** up to a maximum of seventy-two (72) days' pay upon retirement, lay off without cause on the part of the employee, or death, less any amount paid out as a result of any previous termination. The employee, upon request, shall be allowed to deposit the after-tax value of one-half (1/2) of all accumulated sick leave, up to a maximum of seventy-two (72) days, for the purpose of payment of health insurance premiums, not to exceed the cost of insurance premiums for one year and including any increase in insurance premiums, as applicable. A day's pay does not include holiday pay if previously paid, and the rate of pay shall be the rate in effect at the time of retirement.

4. In addition, any employee who has successfully completed probation shall receive his/her **uniform allowance** prorated one-twelfth (1/12) for each full month of employment in the current year.

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

1. **Vacation:**

a. All unused vacation pay shall be paid at the employee's biweekly rate with holiday pay for 56 hour-per-week employees.

b. All unused vacation pay shall be paid at the employee's biweekly rate for 40 hour per-week-employees.

2. **Compensatory time.** All accrued compensatory time except Fair Labor Standards Act overtime shall be paid at one and one-half (1-1/2) times the employee's regular biweekly rate of pay at the time of termination. All Fair Labor Standards Act compensatory time shall be paid out at the biweekly regular rate as defined by law divided by one hundred twelve (112) x five-tenths (.5) x accrued hours.

3. In addition, any employee who has successfully completed probation shall receive his/her **uniform allowance** prorated one-twelfth (1/12) for each full month of employment in the current year.

ARTICLE XXI

VACATIONS

A. Employees assigned to the twenty-four (24) hour tour of duty schedule shall receive paid vacation leave as follows:

After one (1) year of service, seven (7) tours of duty.

After five (5) years of service, ten (10) tours of duty.

After fifteen (15) years of service, thirteen (13) tours of duty.

After twenty (20) years of service, fourteen (14) tours of duty.

After twenty-two (22) years of service fifteen (15) tours of duty.

B. Employees assigned to an eight (8) hour work day schedule shall receive paid vacation leave as follows:

After one (1) year of service, twelve (12) days.

After five (5) years of service, seventeen (17) days.

After fifteen (15) years of service, twenty-two (22) days.

After twenty-two (22) years of service twenty-three (23) days.

After twenty-five (25) years of service, twenty-seven (27) days.

C. All employees must complete the "years of service" requirement prior to December 1 to be eligible for the first or next step in the vacation schedule. Employees hired on December 1 through December 31 will be entitled to the first or next step in the vacation schedule in the following year.

An employee who has submitted vacation or compensatory time off requests will be required to use these tours of duty as vacation days and/or compensatory time off, once the request has been processed and approved subject to the department policy governing vacation/compensatory time off unless a doctor certifies in writing that the employee would be unable to perform any of his/her normal job duties other than firefighting.

ARTICLE XXII

VACATION - FLSA AND REGULAR COMPENSATORY TIME - EMS DAY

This vacation – FLSA/regular compensatory time - EMS day article describes the granting of leaves of absence for the use of vacation, FLSA or regular compensatory time, an EMS day, or the benefits of Convention Leave or School for Workers. Contractual leaves of absence for the use of vacation, FLSA or regular compensatory time off, an EMS day, Convention Leave, or School for Workers are to effectively maintain staffing levels and work schedules of department personnel.

Leave Period - One of seven time frames throughout a calendar year that contains five leave cycles.

Leave Cycle – A sequential combination of three scheduled tours of duty assigned as vacation days.

EMS Day - Regarded the same as a vacation day for granting as a leave of absence.

ADMINISTRATION

A. Employees may use cycles for vacation, an EMS day, Convention Leave, School for Workers, FLSA and regular compensatory time requests, or as required by law. The computer entry of a leave of absence request is the responsibility of the employee.

- 1 B. A maximum of three union personnel will be approved for leaves of absence in accordance
2 with this article at any given time, with the exception that members with 15 years or more
3 of service may pick one vacation cycle annually during normal vacation picking for use in
4 2026, 2027, and 2028 wherein that pick brings the number off to a maximum of four off in
5 those specific circumstances (this would require the member to designate the one cycle
6 pick and must be the fourth pick for that cycle and not the first through third picks).
7 Effective January 1, 2029, a maximum of three (3) union personnel will be approved for
8 leaves of absence in accordance with this Article at any given time. Personnel off on leave
9 for department funded and/or required business would be considered as one of the three
10 union personnel. (This is a factor in granting untimely off-duty and same day leave of
11 absence requests only.)
12
13
- 14 C. If an employee has not requested the use (all or part) of a selected cycle within fifty (50)
15 days prior to the start of the cycle, the cycle is considered vacated and available to other
16 employees. Requests made forty-nine (49) through forty-five (45) days prior to the start of
17 a vacated cycle will be considered as received at the same time and will be awarded in
18 preference of the employee requesting a full cycle and then by seniority. Days in vacated
19 cycles that were not requested as a full cycle will be approved as timely forty-five (45)
20 days in advance of each individual day. A separate entry must be made for each date
21 requested. Requests for full tours of duty take preference over partial tour requests.
22
- 23 D. Timely requests shall be submitted at least forty-five (45) days prior to the requested date.
24 Timely requests are considered final; no request for change will be honored.
25
- 26 E. The Fire Chief or the Chief's designee may authorize additional shift members off at the
27 discretion of the Chief or designee.
28
- 29 F. Leave of absence requests for days outside of scheduled cycles or untimely unused days
30 within scheduled cycles will be approved on a first-come, first-served basis, and the
31 earliest dated request will be given preference. In the event that two or more requests for
32 the same date are entered on the computer on the same date, preference will be given to
33 the employee requesting a full tour, and then by seniority.

- 1
- 2 G. Untimely requests for more than one date must have separate entries for each requested
- 3 date.
- 4
- 5 H. Untimely requests may be approved once the fourteen (14) days prior limit elapses
- 6 providing the minimum staffing level for the date requested will be maintained. Employees
- 7 making untimely requests must verify approval within six (6) days of the date requested
- 8 with the Fire Chief or his/her designee to be granted final approval.
- 9
- 10 I. The Battalion Chief may approve an employee's request for a leave of absence on the
- 11 same day requested, subject to the limitations set forth in **item O** (Exceptions). Same day
- 12 requests will be approved in preference of the greatest number of hours requested and
- 13 then by seniority. The Battalion Chief will receive requests between 6:45 a.m. and 7:00
- 14 a.m. The employee requesting leave must call the Battalion Chief back after 7:00 a.m. to
- 15 confirm the leave.
- 16
- 17 J. All requests for vacation or an EMS day, timely or untimely, shall be for full tours of duty.
- 18
- 19 K. All FLSA or regular compensatory time requests between the hours of 7:00 a.m. and 7:00
- 20 p.m. shall be for a minimum of four (4) hours. Requests for time extending past 7:00 p.m.
- 21 shall be for the remainder of the shift.
- 22
- 23 L. Leave periods will be selected by seniority. Trading or relinquishing selected dates is the
- 24 responsibility of the employee. To ensure that the responsibility is properly placed, a cycle
- 25 trade must be signed by both employees involved.
- 26 M. In the event that an employee(s) is transferred, he/she will retain his/her chosen leave
- 27 cycle provided he/she remains on the same shift. In the event that an employee(s) is
- 28 transferred to a different shift, he/she will be assigned the vacant leave period. Although
- 29 these instances may result in a potential violation of the rule outlined in paragraph C,
- 30 timely requests will still be granted for assigned cycles. In the event that more than one
- 31 (1) vacation period is available due to multiple transfers, the vacation periods will be
- 32 selected by seniority. For assigned (not chosen) transfers, reasonable efforts to
- 33 accommodate immediate vacation needs will be made.

1
2 N. In the event that an employee trades a cycle, or any portion of a cycle, and the employee
3 is subsequently transferred to a different shift, the cycle and periods become the property
4 of the employee newly appointed to the shift. Any trade or trades of the transferred
5 employee's former assigned cycles must be renegotiated with the newly appointed
6 employee. If there are fewer than fifty (50) days between the newly appointed employee's
7 date of assignment and the first day of the cycle or date within the cycle previously
8 requested or traded, the requested cycle or trade is to be honored by the new appointee.
9

10 O. At no time will this article abrogate or supersede the powers of the Fire Chief as contained
11 in Article VII (B) of the existing contract.
12

13 P. Exceptions: Untimely vacation-FLSA compensatory time may not be granted under the
14 following conditions:

- 15 a. The absence causes the department to call in a replacement because of the inability
16 of the department to obtain a replacement from the remaining on duty personnel.
17 b. A department-sponsored school or training causes staffing to drop to the minimum
18 level.
19

20 **Summary of Leave of Absence Timetable:**
21

22 **Fifty (50) days or more in advance of the first date of the cycle:** requests in selected or traded
23 cycles ***are timely***.

24 **Under fifty (50) days in advance of the first date of the cycle:** dates not requested ***are***
25 ***considered to be vacated***.

26 **Forty-five (45) through forty-nine (49) days in advance of the first day of any vacated cycle:**
27 requests for entire vacated cycles are timely. Requests for entire cycles submitted during this
28 time period are granted by seniority.

29 **Forty-five (45) through forty-nine (49) days in advance of any vacated tour of duty:** requests
30 for any individual vacated tour of duty are timely. When an entire vacated cycle has not been
31 requested, then each vacated tour of duty will be granted by seniority.

32 **Forty-four (44) through fourteen (14) days in advance of each date:** requests ***are untimely***.

1 **Under fourteen (14) days in advance of each date:** only same day requests can be granted.

2
3 **ARTICLE XXIII**
4 **UNION ACTIVITIES**
5

6 A. The City agrees to allow a Union Steward and/or the members of the Grievance
7 Committee sufficient time for the proper processing of a grievance as outlined in this
8 Agreement. The aggrieved party shall also be given sufficient time during their tour of
9 duty for the proper processing of his/her grievance.

10
11 B. Business agents or representatives of the Union having business with the officers or
12 individual members of the Union may confer with such officers or members during the
13 course of the working day for a reasonable length of time, providing that permission is first
14 obtained from the commanding officer or superior officer of that Union officer or member.

15
16 C. The City agrees not to deduct such reasonable time from the pay of such officers or
17 members and agrees also that time spent in the conduct of grievance and in bargaining
18 shall not be deducted from pay of delegated employee representatives of the Union.

19
20 D. Members of the bargaining committee who are on duty on the days the City meets with
21 this committee shall also be given time off to attend such meetings up to a combined
22 maximum of 200 hours for on duty time spent annually unless extended by mutual
23 agreement. A rig may not be taken out of service without the Fire Chief's approval.

24
25 E. The Union's grievance committee shall be determined by the Association. The Union's
26 bargaining Committee will be determined by the Association. Either party may select an
27 attorney for purposes of conducting negotiations under the provisions of 111.70 of the
28 Wisconsin Statutes.

29
30 F. No payment will be made for time spent outside the normal workday or workweek for
31 Union business unless required by law.
32

- 1 G. No union member or officer shall conduct any union business on City time except as
2 specified in this Agreement. No union meeting shall be held on City time or city property
3 without authorization of the Fire Chief.
4

5 **ARTICLE XXIV**
6 **MILITARY SERVICE**
7

8 Any military leave benefits available to an employee shall be as stated in applicable City policy
9 involving military leave, subject to change by the City from time to time.

10 **ARTICLE XXV**
11 **SICK LEAVE**
12

- 13 A. Personnel on extended sick leave must report, on a weekly basis, to the Fire Chief or
14 his/her designee either in person or by telephone stating his/her condition, work
15 limitations, and anticipated date of return to duty.
16

- 17 1. Each member assigned to a 24-hour shift covered by the Agreement shall be entitled
18 to sick leave credit of one twelve (12) hours with pay for each completed month of
19 service with pay. Unused sick leave may be accumulated up to a maximum of one
20 thousand seven hundred twenty eight (1,728) hours.
21

- 22 2. Employees absent from work on legal holidays, during sick leave, vacation, or disability
23 arising from injuries sustained in the course of their employment, or for authorized
24 leaves of absence with pay shall continue to accumulate sick leave at the regularly
25 prescribed rate during such absence as though they were on duty, subject to the
26 maximum limitation herein provided.
27

- 28 3. An employee eligible for sick leave with pay may use such sick leave upon approval
29 of the Fire Chief for absence due to non-occupational illness, injury, exposure to
30 contagious disease, or up to two (2) tours of duty in an emergency due to serious
31 illness in the employee's immediate family. The terms "emergency due to serious
32 illness" as referred to above is such illness, which in the reasonable opinion of a

1 physician, requires immediate and indispensable care or hospitalization. The term
2 **"immediate family"** as referred to in this section is hereby defined as follows:

- 3
- 4 a. Spouse of the employee.
- 5
- 6 b. Unemancipated children of the employee under the age of 18.
- 7
- 8 c. Disabled dependents of the employee who are wholly dependent upon the
- 9 employee for their support and maintenance and who reside in the employee's
- 10 household.

11

12 If while on duty, an employee's wife has a normal pregnancy delivery devoid of

13 serious complications, said employee may utilize sick leave or the remaining

14 portion of that tour of duty, regardless of departmental staffing needs. In addition,

15 said employee may use up to either two (2) days of vacation, accrued

16 compensatory time, or unpaid leave of absence to attend to personal business

17 during the period of his/her wife's convalescence regardless of departmental

18 staffing needs. Employees will not be ineligible for benefits as contained in this

19 Agreement as result of said time off to attend to personal business.

- 20
- 21 4. The Fire Chief or his/her designee may require a medical certificate to justify the
- 22 granting of sick leave.
- 23
- 24 5. An employee on sick leave shall inform his/her immediate supervisor of the fact and
- 25 the reason therefore prior to the day of absence or as soon as possible but no later
- 26 than seven (7:00) a.m. of the first day of absence; and failure to do so within a
- 27 reasonable time may be cause for denial of pay for the period of absence.
- 28
- 29 6. Absences for a fraction or part of a day that are chargeable to sick leave in accordance
- 30 with these provisions, shall be charged in fifteen (15) minute increments, rounded up,
- 31 and deducted from the employee's sick leave account.
- 32

7. Employees who work a twenty-four (24) hour tour of duty shall be charged at the rate of one day (24 hours) for each twenty-four (24) hour tour of duty that is missed. The employee shall be charged in proportion to the time missed in amounts not smaller than 15 minutes.

9. In the event any employee has misused the sick leave provisions contained herein or has requested the use of sick leave when such sick leave is not warranted, he/she shall subject himself/herself to disciplinary action.

A. Each employee covered by this Agreement who becomes subject to the Workers' Compensation Act due to an injury or industrial disease with the City shall receive his/her regular straight-time wages for the period of time he/she is temporarily totally or temporarily partially disabled because of said injury, effective January 1, 2001, not to exceed six (6) months *per* injury, and providing such employee endorses his/her compensation check from the insurance carrier over to the City Finance Director/Treasurer for deposit in the proper fund. The amounts thus received in excess of payments to which the employee would be entitled under the provisions of the Workers' Compensation regulations shall be attributable to and applied as an offset by the City to any claim which the employee may be entitled to because of a permanent injury sustained.

C. After the expiration of the six (6) months, such employee may, with the permission of the governing body, use his/her base sick leave under Article XXIV of this contract.

1 D. Members of the Fire Department who have not completed their initial one (1) year
2 probationary period as new members of the department shall not receive duty-incurred
3 disability pay from the City for any physical condition, or aggravation of a physical
4 condition, preexisting the date of hire of such persons.

5
6 E. In the event an employee is injured, either on or off the job, and has physical restrictions
7 that would allow the employee to perform a task in a light-duty capacity, management has
8 the ability to assign work within the restrictions noted by a physician. Employees may be
9 required to move to a flexible, 40-hour work-week, with no loss in pay and/or benefits with
10 the following stipulations:

- 11
12 1. Absence is anticipated to be greater than 3 cycles.
- 13
14 2. Employee may agree to move to a 40-hour work week immediately; however, the light
15 duty assignment may be issued while an employee continues to work on their normal
16 schedule for up to three (3) cycles.
- 17
18 3. Employee may rescind previously approved vacation during the absence.
- 19
20 4. Depending on the case, if a hardship exists, the employee may request to remain on
21 their 24-hour shift, appealed to the Chief and Human Resources Director. Examples
22 include issues relating to childcare, eldercare, etc.)
- 23
24 5. In the event of a non-work related injury/illness and pregnancy, an employee may be
25 eligible for limited term restricted duty subject to available work, skill level, and
26 documented medical restrictions.
- 27

28 **ARTICLE XXVII**
29 **HEALTH INSURANCE**
30

31 A. Actively employed Firefighters will be offered medical insurance at the same premium
32 contributions as Non-Represented employees of the City of Sheboygan. This benefit

1 ceases when the employee is laid off, discharged, or quits, subject to applicable federal
2 laws (COBRA).

3
4 B. Eligible employees who retire after January 1, 1979, may participate in the City's medical
5 insurance plan for retirees, subject to the limitations and conditions contained in Gen. Ord.
6 No. 126-76-77.

7
8 1. Said employees shall pay the entire premium for retirees established with the City's
9 insurance carrier to the Finance Director/Treasurer on or before the fifth day of the
10 month preceding coverage.

11
12 2. Retirees are part of the City health insurance group. Retirees shall have the same
13 benefit level as active employees. Retirees' premium rates shall be the same as active
14 employees.

15
16 3. An employee may select either a family or single plan at retirement. Said retiree shall
17 be allowed to switch from single to family or from family to single as his/her personal
18 circumstances change. The retiree must notify the City of a change at least thirty (30)
19 days prior to implementation. This provision is subject to availability of this option by
20 the City's carrier and that change from single to family is limited to one (1) per retiree
21 and only in the event his/her spouse loses outside coverage. (See attached Letter of
22 Intent)

23
24 4. A surviving spouse is eligible to remain in the City plan.

25
26 5. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium
27 rate will be reduced to reflect this integrated program.

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

30
31 C. Employees who attain one hundred forty-four days (1,728 hours) of unused sick leave
32 shall be eligible to participate in the **Good Attendance/Retirement Bonus Program**

1 effective January 1, 1988. Under the program and upon retirement the employee will be
2 given a maximum of one (1) retirement insurance credit for each unused sick leave day
3 accumulated after January 1, 1985 in excess of one hundred forty-four (144) days. In each
4 case of an extended non-occupational injury or illness in excess of fifteen (15) consecutive
5 tours of duty during the ten (10) calendar years immediately preceding an employee's
6 retirement date an additional one-half ($\frac{1}{2}$) credit will be given for each consecutive sick
7 day used in excess of fifteen (15) consecutive tours of duty during said injury/illness.
8 Effective January 1, 2007, upon retirement all accumulated retirement insurance credits
9 will be converted into cash value at the rate of twelve (12) percent of the single plan rate
10 in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be
11 reviewed during future contract negotiations.

12
13 Employees who retire shall be credited with fifty-five dollars and seventy-three cents
14 (\$55.73) effective January 1, 2007, per month times the number of months from the
15 month after retirement until age sixty-five (65) or until eligible for Medicare or any
16 government-sponsored insurance whichever occurs first. Employees who retire shall
17 be credited with fifty-seven dollars and fifty-four cents (\$57.54) effective January 1,
18 2008, per month times the number of months from the month after retirement until age
19 sixty-five (65) or until eligible for Medicare or any government-sponsored insurance
20 whichever occurs first. Employees who retire shall be credited with fifty-nine dollars
21 and twenty-seven cents (\$59.27) effective January 1, 2009, per month times the
22 number of months from the month after retirement until age sixty-five (65) or until
23 eligible for Medicare or any government-sponsored insurance whichever occurs first.
24 Employees who retire shall be credited with sixty dollars and sixteen cents (\$60.16)
25 effective July 1, 2009, per month times the number of months from the month after
26 retirement until age sixty-five (65) or until eligible for Medicare or any
27 government-sponsored insurance whichever occurs first.

- 28
29 1. Upon retirement all credits and monies referred to in Subsection (F) shall be placed
30 into a City escrow account from which the retiree's premium for the City's health
31 insurance plan for retirees will be paid in an amount equal to the cost of the lowest
32 priced single health insurance plan until age sixty five (65) or until said retiree becomes
33 eligible for Medicare or any government sponsored insurance, dies, or until the

1 account is exhausted, whichever occurs first. A surviving spouse shall receive all
2 retiree health insurance benefits and credits earned by his/her spouse (surviving
3 spouse shall be treated as if he/she were the former employee).
4

5 D. A surviving spouse of a deceased employee with fifteen (15) or more years of continuous
6 service in the Fire Department may participate at his or her own expense in any City
7 hospitalization plan covered by this Agreement provided he or she meets the following
8 conditions:
9

- 10 1. Marriage to the employee must have been for at least a five (5) year period.
- 11 2. The surviving spouse remains unmarried.
- 12
- 13 3. The surviving spouse is not eligible for other group insurance.
- 14
- 15 4. The surviving spouse is not eligible for government-sponsored medical insurance.
- 16

17 **ARTICLE XXVIII**
18 **DENTAL INSURANCE**
19

20 A. Actively employed Fire Fighters will be offered the same dental insurance as Non-
21 Represented employees of the City of Sheboygan, including the same plan design, and
22 the same employee premium contributions relative to full or part-time employment. This
23 benefit ceases when the employee is laid off, discharged or quits, subject to applicable
24 federal laws (COBRA).
25

26 **ARTICLE XXIX**
27 **LIFE INSURANCE**
28

29 A. The City agrees to continue in force the present life insurance or comparable coverage.
30 The City agrees to contribute 50% of the member's monthly basic life insurance
31 premium costs of the Wisconsin Employee Group Life Insurance Plan or comparable
32 coverage for eligible members of the bargaining unit.

ARTICLE XXX

PENSIONS

- A. Effective 1/1/2016, each employee will contribute the yearly State-identified protected employee contribution amount to the Wisconsin Retirement System of applicable wages as determined by the Wisconsin Retirement System.
- B. All such payments or contributions made by the City shall be reported to the Wisconsin Retirement System in the same manner as though deducted from the earnings of the participating employees; and all such payments or contributions made by the City shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating employees, it being understood that such payment made by the City shall not be considered municipality contributions.
- C. **A deferred compensation plan** with the International City Management Association for City employees shall be made available by a City of Sheboygan Resolution in accordance with the Tax Report Act of 1978 (H.R. 13511). Wisconsin Deferred Compensation Program and Nationwide will also be offered.

ARTICLE XXXI

PHYSICALS

Physical examinations may be required by the Fire Chief or his/her designee at any time at the expense of the City; however, every member of the bargaining unit will be required to undergo a physical examination from one (1) of three (3) doctors designated by the Fire Chief or his/her designee at the City's expense during the following years of employment (These doctors may be from one medical facility.): 16th year of employment, 26th year of employment, 32nd year of employment, 38th year of employment, and 44th year of employment. None of the designated doctors may be the member's own family physician. Such doctor shall furnish to the Fire Chief or his/her designee the completed medical examination form provided by the City, copy of which is attached hereto, certifying as to the physical and mental condition of the member so examined.

ARTICLE XXXII
LOSS OR DAMAGE

- A. The City agrees that employees shall not be charged for any loss or damage of City-owned property or materials unless clear proof of maliciousness is shown.
- B. The City agrees to cover the drivers of all Fire Department vehicles with sufficient bodily injury liability and property damage liability insurance to cover any claim against said driver involved in an accident while driving a City-owned vehicle.
- C. Should the City fail to carry sufficient liability insurance or allow such insurance to lapse, the City hereby recognizes its obligation and assumes full monetary responsibility.

ARTICLE XXXIII
TIME TRADES

- A. Employees, solely at their option and with approval of the department, may agree to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.
- B. The on-duty Battalion Chief or the acting Battalion Chief for the day shall be responsible for approving all time trades, which shall be submitted via the department's scheduling program. Once approved, all time trades shall be considered as final. Time Trades that will cause an employee to work more than 72 hours will not be approved without prior authorization from the Fire Chief.

1 C. Time trades shall not create roving and shall provide qualified personnel at the time of
2 approval, which shall not occur more than 45 days prior to the time trade.

3
4 D. The City assumes no liability or responsibility for repayment of time trades. Employees
5 maintain all records regarding time trades exclusive of the written request.

6
7 E. The City shall not be responsible for any additional costs related to time trades.
8

9 **ARTICLE XXXIV**

10 **TRAINING**

11
12 A. **In-service training** shall be conducted during duty hours on City time.

13
14 B. The City will pay for tuition and textbooks within the budgetary limits to attend job-related
15 fire training courses as determined necessary by the Chief and upon approval of the Fire
16 Chief or his/her designee providing the employee satisfactorily completes said course.

17
18 In no event shall there be any payments of these benefits where an employee is eligible
19 for Veteran Administration benefits, grants, or other reimbursement for said tuition and
20 textbooks.

21
22 C. Each employee assumes full responsibility for learning and knowing the material
23 presented at training sessions and further agrees to maintain a level of professional
24 competence and physical and mental fitness necessary to perform the work assigned to
25 him/her.

26
27 D. Both parties to this Agreement recognize that physical fitness is of paramount importance
28 in the fire service. Persons employed in the fire service are expected and frequently
29 required to perform at emergencies under extremely high levels of physical effort and
30 stressful conditions. Physical fitness is a condition of employment.
31

1 E. In the event an employee has been approved to attend outside training while on duty is
2 unable to do so due to insufficient staffing, the employee, at the discretion of the Fire Chief
3 enjoys the right to attend the class by making a trade under **Article XXXIII**. In the event
4 an employee makes a trade as described, the City will grant the employee who has
5 covered the trade time off at a later date under **Article XXII**. The employee shall have
6 nine months to use the time after which the Fire Chief or his/her designee will assign the
7 time off.

8
9 **ARTICLE XXXV**

10 **NO OTHER AGREEMENT**

11
12 The City agrees not to enter into any other agreement, written or verbal, with bargaining unit
13 personnel, individually or collectively, which in any way conflicts with the provisions of this
14 Agreement or which usurps the Union's representative function.

15
16 **ARTICLE XXXVI**

17 **SAVINGS CLAUSE**

18
19 Each and every clause of this Agreement shall be deemed separable from each and every
20 other clause of this Agreement to the end that in the event that any clause or clauses shall be
21 finally determined to be in violation of any state or federal law, then and in such event such
22 clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no
23 force and effect and unenforceable without impairing the validity and enforceability of the
24 rest of the Agreement, including any and all provisions in the remainder of any clause, sentence,
25 or paragraph in which offending language may appear. In the event of such contract clause
26 invalidation, both the City and the Union agree to meet within ten (10) days of such
27 determination and negotiate a valid clause reflecting the intent of the parties and to reach such
28 agreement concerning such valid clause within thirty (30) days. Said thirty (30) days may be
29 extended by mutual consent of both parties.

ARTICLE XXXVII

WAIVERS

The terms and conditions of this Agreement, or any breach thereof, can only be waived by mutual agreement of the parties. Any such waiver shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXXVIII

EMS

Any member assigned to fire suppression/rescue duties who obtains and maintains a State of Wisconsin First Responder or higher certificate as required by the Department will be granted one (1) EMS Kelly Day per year beginning after implementation of said program, to be used under the current staffing provisions of the Vacation/Compensatory Time Policy;

The EMS Kelly Day must be used within the calendar year and may not be accrued, traded, or accumulated as part of a severance pay out or a voluntary termination or termination by the department with cause;

The EMS Kelly Day may only be used by non-probationary members of the Fire Department;

All costs of education, training, certification, registration, or equipment related to Emergency Medical Service shall be paid by the Employer;

Should the Fire Department no longer provide Emergency Medical service, the provisions of this Article shall not have any force or effect.

Effective December 31, 2009, employees receiving paramedic premium pay shall relinquish their assigned EMS day.

ARTICLE XXXIX

DURATION

- A. This Agreement shall be effective when signed by both parties and shall remain in full force and effect until its expiration date, December 31, 2028. This Agreement, reached as a result of collective bargaining, represents the full and complete agreements between the parties and supersedes all previous agreements between the parties. It is agreed that all matters which are referred to in this Agreement, and all matters which are not referred to in this Agreement but were either discussed during the negotiations which resulted in this Agreement or could have been discussed in such negotiations shall not be open for negotiations during the term of this Agreement, unless specifically provided for in this Agreement.
- B. On or before June 1, 2028, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor Agreement. Promptly following such notification, and specifically within the next one hundred and twenty (120) days, the parties hereto shall meet and engage in such negotiations.
- C. If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

ARTICLE XL

RETROACTIVITY

- A. Retroactivity will be paid on increases in salary from January 1, 2024, until this contract is executed. All benefits will be retroactive to January 1, 2024, unless otherwise noted.
- B. All other changes in this Agreement shall be effective upon execution to be not later than ten (10) days after ratification by both parties, except where stated otherwise.

Letter of Intent

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

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

This Letter of Intent is to clarify that wording.

- A. This provision will take effect on January 1, 2001. As of that date, this wording shall cover all current retirees and future retirees.
- B. The option to change from a single to family plan can only be implemented once.
- C. If a retiree’s spouse has a loss of outside medical coverage from his/her place of employment, the retiree can change his/her City plan from single to family.
 1. The spouse can enter unconditionally upon completion of his/her COBRA rights with the previous employer, or
 2. The spouse may enter prior to the completion of COBRA with proof of insurability.
 3. Should a retiree marry, he/she can change from a single plan to family if:
 - a. He/she has not already used the one-time single to family provisions previously.
 - b. The spouse is not eligible for employer-sponsored health insurance.

- 1 c. The spouse is not eligible for COBRA health insurance through a previous
2 employer. (Unless he/she provides proof of insurability (see #C.2.).
3

4 D. Definitions.
5

- 6 1. **Loss of outside medical coverage of an employee's spouse:** Circumstance
7 which leaves spouse without health insurance. Retirement, voluntary termination,
8 involuntary termination, layoff are examples of loss of outside medical coverage.
9
10 2. **COBRA.** The current law in effect which requires an employer to offer availability of
11 continued medical insurance in their plan following discontinuation of employment.
12
13 3. **Proof of insurability.** A medical examination to assure that there are not existing
14 medical conditions that would be exorbitantly expensive to the City Plan.
15

16 Signed by the duly authorized representatives of the parties hereto, at Sheboygan, Wisconsin,
17 this ____ day of _____, 20 ____.

FOR THE CITY

FOR LOCAL 483

Ryan Sorenson
Mayor – City of Sheboygan

Adam Grandlic, Union President

Meredith DeBruin
City Clerk – City of Sheboygan

Stephen Mechenich, Union Representative

Kurt Miller, Union Representative

William Cherek, Union Representative

EXHIBIT A

Part-time Work Report

Name _____ Date _____

Place working and address _____

Type of work _____

Average hours worked (per week) _____

Time of day worked (day-night) _____

Can you be contacted for firefighting duty (yes-no) _____

Report made to (Chief, Dep. Chief) _____

Signed _____

FD-71

SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND THE
IAFF, LOCAL 483
(Sick Leave Pool Buyout)

THIS SIDE LETTER OF AGREEMENT (hereinafter “the Agreement”) is entered into by and between City of Sheboygan (hereinafter “the City”) and the IAFF, Local 483 (hereinafter “the Union”).

WHEREAS, the City and the Union entered into a tentative agreement on May 8, 2025 and subsequent collective bargaining agreement with a duration of January 1, 2024 through December 31, 2028.

WHEREAS, as part of the tentative agreement on May 8, 2025 and subsequent ratification, the parties agreed that they shall end the sick leave pool and dispose of the value of it in a lump sum payout not to exceed \$811,000 in total payout, less any amount used from May 1, 2025 through the final date of ratification.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and in that tentative agreement, the parties hereto agree as follows:

1. The parties agreed as part of the May 8, 2025 tentative agreement, ratified now by both parties, as follows:

Sick Leave Pool. Article XXV Sick Leave and Article XXVII Health Insurance – retiree insurance sick leave pool. The City proposes to end the sick leave pool and dispose of the value in a lump amount not to exceed \$811,000 in total payout, less any amounts used from May 1, 2025 through the final date of ratification. No employees other than FF Haltaufderheid are authorized to draw from the sick leave pool and any further requests by FF Haltaufderheid shall be subject to consideration for authorization.

2. As part of this tentative agreement, the parties agree the City shall suffer no adverse tax implications as a result of this payout.
3. That since May 1, 2025, the value of sick leave pool has decreased from \$811,000 to the following amount \$805,562.92.
4. That on or around September 5, 2025, the City shall submit to the Union a check in the amount of \$805,562.92 as full, final and only payment of the sick leave pool.

City of Sheboygan/Local 483 Contract

January 1, 2024 to December 31, 2028

5. The Union acknowledges that the City will not withhold any federal or state income taxes, Social Security taxes, Medicare taxes, or any other type of taxes from this amount paid by the City. The Union, for itself and on behalf of its members, understands and acknowledges that the Union will be solely liable to the City for any taxes, fees, penalties, assessments or similar costs imposed by any federal, state, or local governmental entity or authority, including any in accordance with all applicable laws. The amount payable to Union under this Agreement shall be reflected on a form selected by the City. The Union, for itself and on behalf of its members, shall promptly indemnify and hold the City harmless against any and all such taxes or liability or expense directly or indirectly related to payment or defense of audits, investigations, or actions involving such taxes or liability associated with the payments identified in this Agreement.
6. No Grievances or other Disputes. The parties agree there shall be no grievances, claims, or other disputes filed against the City involving access to, use of, depletion of, or the final payout of the sick leave pool.
7. General Terms.
 - a. This Agreement contains the complete agreement and understanding between the parties hereto in reference to all of the matters herein agreed upon and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of force or effect.
 - b. This Side Letter shall be considered the *status quo*.
 - c. If there are conflicts between the Collective Bargaining Agreement and this Side Letter, the terms of this Side Letter shall govern.

IN WITNESS WHEREOF, the parties hereto execute and enact this Agreement on the dates indicated below.

IAFF, LOCAL 483

**CITY OF
SHEBOYGAN**

DATE: _____

DATE: _____

Addendum 3

Pay Schedules