May 8, 2025 PACKAGE PROPOSAL OF THE CITY OF SHEBOYGAN TO IAFF LOCAL 483 FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT

1. Term. Modify Article XXXIX Duration for January 1, 2024 through December 31, 2026

2. <u>Issues previously addressed between the union and management</u>

- a. Page 12, Section 3, Line 4; add "per SFD procedures" after "qualified employee" (6/2/23)
- b. Page 18, lines 9-11; clarify language to reflect five days *after* the PFC approves list.
- c. Page 25, Section E2, Lines 4-8; change language to allow both Assistant Chief's (6/2/23)
- d. Page 35, Section B, Lines 1-6; remove language from contract per MOU.
- e. Page 43, Lines 24-26; remove language from contract per MOU and to match WRS rules

3. Article XXXIII Time Trades, Section B page 62. Amend language as follows:

B. Captains shall be responsible for the approval of all time trades, which shall be submitted in writing. Once approved all time trades shall be considered as final. 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 departments scheduling app. 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.

- 4. <u>Passim and Article VIII</u>. Move the duty start from 8am to 7am and adjust any language accordingly and modify extended shift and standby increments from 2 hours to 15 minutes.
- 5. <u>Article XXII Administration, Section B page 47 and passim</u>. Amend this section and other applicable contract provisions addressing four off at a time to change it to three off, including Article VIII Section B.2, consistent herein, as follows:
- 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.
- B. A maximum of four three (3) union personnel will be approved for leaves of absence in accordance with this article at any given time, unless the City employs ninety (90) or more full-time employees in this bargaining unit to which this maximum will then be four (4) union personnel and which shall be reflected therein. Personnel off on leave for department funded and/or required business would be considered as one of the three (3) four-union personnel. (This is a factor in granting untimely off-duty and same day leave of absence requests only.)
- C. 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.
- D. A maximum of <u>three (3)</u> four union personnel will be approved for leaves of absence in accordance with this article at any given time, with the exception that members with 15 years or more of service may pick one vacation cycle annually during normal vacation picking for vacation picking for use in 2026, 2027, and 2028 wherein that pick brings the number off to a maximum of four off in those specific circumstances (this would require the member to designate the one cycle pick and must be the fourth pick for that cycle and not the first through

third picks). Effective December 31, 2028, a maximum of three (3) union personnel will be approved for leaves of absence in accordance with this article at any given time. This maximum of three off shall apply unless the City employs ninety (90) or more full-time employees in this bargaining unit to which this maximum will then be four (4) union personnel. Personnel off on leave for department funded and/or required business would be considered as one of the four union personnel. (This is a factor in granting untimely off-duty and same day leave of absence requests only.)

- E. Of the allotted four (4) persons, no more than two (2) paramedics will be approved for leaves of absence on the same date(s). This rule will be in effect unless ten (10) or more paramedics are assigned to the shift.
- F. If an employee has not requested the use (all or part) of a selected cycle within fifty (50) days prior to the start of the cycle, the cycle is considered vacated and available to other employees. Requests made forty-nine (49) through forty-five (45) days prior to the start of a vacated cycle will be considered as received at the same time and will be awarded in preference of the employee requesting a full cycle and then by seniority. Days in vacated cycles that were not requested as a full cycle will be approved as timely forty-five (45) days in advance of each individual day. A separate entry must be made for each date requested. Requests for full tours of duty take preference over partial tour requests.
- G. Timely requests shall be submitted at least forty-five (45) days prior to the requested date. Timely requests are considered final; no request for change will be honored.
- H. <u>The Fire Chief or the Chief's designee may authorize additional shift members off in the discretion of the Chief or designee.</u>

6. <u>Article XIX Special Salary Provisions Section H page 42</u>. Modify Section H 1 as follows: H. Premium pay for work outside normal station work routine hours.

- Public relations/education. <u>An Oon</u> duty employees required to represent the fire department for the purpose of <u>scheduled</u> public relations or public education outside the normal station work routine hours (8am-5pm weekdays, 8-11 Sat./Sun./holidays) will receive 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 (.5) tenths) 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.
- 7. <u>Article XXV, and passim, Sick Leave</u>. Change sick time calculation to be based on the 24hour conversion rather than the 16-hour conversion and calculate sick time usage by 15-minute increments (rounded up) and adjust contract language accordingly. *Statement of intent: the language changes are not intended to reduce or increase employee sick leave pay as this change is more addressing how the benefit is administratively handled by the City.*
- 8. <u>Article XXII. Rules and Regulations</u>. Delete this Article and rewrite as follows: 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 (3) days prior to implementation. Nothing herein shall preclude the City from promulgating work rules and regulations for emergency purposes so that the thirty day notice is not required.

- 9. <u>Bereavement Leave</u>. Union initial proposal #6 dated December 12, 2023 to modify Article XIV Bereavement Leave to allow one twenty-four hour tour off for death of a spouse's grandparent.
- 10. <u>Military Leave</u>. Delete Article XXIV Military Service and replace as follows: "Any military leave benefits available to an employee shall be as stated in applicable City policy involving military leave, subject to change by the City from to time."
- 11. <u>Wages</u>. The City proposes the following adjustments effective the first full payroll period after:
 - a. January 1, 2024 3.5%
 - b. January 1, 2025 3.5%
 - c. January 1, 2026 2.0% July 1, 2026 2.0%
 - d. January 1, 2027 3.0%
 - e. January 1, 2028 3.0%
 - f. <u>Across-the Board Percentage Adjustment Me-Too For 2027 and 2028</u>. 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.
- 12. <u>Uniform Allowance</u>. Amend Article XVIII "Uniform Allowance" effective January 1, 2026 to provide a uniform allowance of \$550.00 instead of \$450.00.
- 13. <u>Sick Leave Pool. Article XXV Sick Leave and Article XXVII Health Insurance</u> 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.

ARTICLE XXV SICK LEAVE

- A. Personnel on extended sick leave must report, on a weekly basis, to the Fire Chief or his/her designee either in person or by telephone stating his/her condition, work limitations, and anticipated date of return to duty.
 - 1. Each member <u>assigned to a 24 hour-shift</u> covered by the Agreement shall be entitled to sick leave credit of <u>twelve (12) hours</u> one (1) workday with pay for each completed month of service with pay. Unused sick leave may be accumulated up to a maximum of <u>one thousand one seven hundred fifty two twenty-eight (11521728) hours</u>. one hundred forty-four (144) workdays.

- 2. Unused sick leave accumulated in excess of one hundred forty-four (144) days prior to 1985 shall be pooled in the Fire Department and may be restored for use by individual members of the Department in the event of an extended illness. All such requests to participate in the sick leave pool must be made in writing by the employee to the Fire Chief setting forth and including the following information:
 - a. Submission of satisfactory medical evidence from a physician on a form prescribed by the City listing the qualified serious health condition of the employee certifying that the employee has been incapacitated for said period of absence, the estimated period of time the employee will continue to be incapacitated, and the nature and prognosis of the illness or injury.
 - b. An employee who is using sick days from the sick leave pool shall furnish an updated Physician's Report from his/her physician on the form prescribed by the City more or less than thirty (30) days for recertification unless this requirement is waived by the Fire Chief or his/her designee.
- 3. The administration of the sick leave pool shall be under the jurisdiction of the Fire Chief after he/she has consulted with the Director of Human Resources and Labor Relations, as well as, Local 483's Executive Board, in compliance with the applicable state and federal laws including ADA and FMLA, etc. Each employee must accumulate the basic one hundred forty-four (144) days' sick leave and all additional days shall then be credited to his/her retirement insurance credit account. An employee is not eligible to participate in the sick leave pool or bank if he/she is eligible for other City paid benefit programs, including but not limited to the following list:
 - City-paid retirement disability programs
- 4. Employees absent from work on legal holidays, during sick leave, vacation, or disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they were on duty, subject to the maximum limitation herein provided.
- 5. An employee eligible for sick leave with pay may use such sick leave upon approval of the Fire Chief for absence due to non-occupational illness, injury, exposure to contagious disease, or up to two (2) tours of duty in an emergency due to serious illness in the employee's immediate family. The terms "emergency due to serious illness" as referred to above is such illness, which in the reasonable opinion of a physician, requires immediate and indispensable care or hospitalization. The term **''immediate family''** as referred to in this section is hereby defined as follows:
 - a. Spouse of the employee.
 - b. Unemancipated children of the employee under the age of 18.

c. Disabled dependents of the employee who are wholly dependent upon the employee for their support and maintenance and who reside in the employee's household.

If while on duty, an employee's wife has a normal pregnancy delivery devoid of serious complications, said employee may utilize sick leave or the remaining portion of that tour of duty, regardless of departmental staffing needs. In addition, said employee may use up to either two (2) days of vacation, accrued compensatory time, or unpaid leave of absence to attend to personal business during the period of his/her wife's convalescence regardless of departmental staffing needs. Employees will not be ineligible for benefits as contained in this Agreement as result of said time off to attend to personal business.

- 6. The Fire Chief or his/her designee may require a medical certificate to justify the granting of sick leave.
- 7. An employee on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore prior to the day of absence or as soon as possible but no later than seven (7:00) eight (8:00) a.m. of the first day of absence; and failure to do so within a reasonable time may be cause for denial of pay for the period of absence.
- 8. Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions, shall be charged <u>in fifteen (15) minute increments,</u> rounded up, and deducted from the employee's sick leave account. proportionately in an amount not smaller than one eighth (1/8) day for employees who work a twenty four (24) hour tour of duty. Absences for a fraction or part of a day that are chargeable to sick leave shall be charged in one (1) hour increments for employees working a regular eight hour shift.
- 9. Employees who work a twenty-four (24) hour tour of duty shall be charged at the rate of <u>one day (24 hours)</u> two (2) days 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 <u>fifteen minutes</u>, rounded up, <u>one-eighth (1/8) day</u> of sick leave. (Schedule of Sick Leave Attached, Exhibit B)
- 10. It is recognized that sick leave is a valuable benefit paid for by the City to be used solely for bona fide sickness, accidents, or emergencies.
- 11. Use of the sick leave pool is available to all active employees and is limited to a maximum of 12 months of utilization (once employee enters the sick leave pool). Employees unable to return to work upon the expired 12 months will transition to inactive employment and will either be laid off, need to apply for retirement benefits (if qualified) or long term disability benefits.
- 12. 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.

The City also proposes to delete Article XXVII, Section C. 2 – 3 as they are archaic and no longer apply.

- 2. Upon retirement, all said employees' sick days accumulated after January 1, 1985, which are accredited to the sick leave pool shall be removed from the employees' sick leave accounts and the department's sick leave pool.
- 3. The intent of the Firefighters Retiree Health Insurance Good Attendance/Retirement Program as it relates to one (1) retirement insurance credit for each unused sick leave day is: For each unused sick leave day (8 hours) in Fire Department that is credited to the sick leave pool that is above one hundred forty four (144) base days pursuant to the Agreement initialed on February 23, 1988, you will receive one (1) retirement insurance credit. The intent being if you work a full month with no sick leave, you will receive one (1) credit pursuant to the above requirements.

14. Archaic language clean-up and clarification of errors.

- a. Mutually agreed upon changes.
- b. Incorporate MOUs involving 72 hours (September 14, 2023), Article XVI Paragraph B (November 8, 2021), Article XX Severance Pay (November 8, 2021),

The City reserves its right to modify, amend, delete or add to its proposals at any time and for any reason during negotiations. All tentative agreements, if any are reached, remain subject to acceptance of the collective bargaining agreement as a whole by the City Council and correction of any errors or omissions. The City reserves all rights to identify and object to any permissive or illegal subjects of bargaining and to process any declaratory ruling proceedings if this offer is not accepted.