

**TO:** Mayor Sorenson and Common Council Members

**FROM:** Casey Bradley, City Administrator

**DATE:** May 21, 2025

**SUBJECT:** Fire Union Contract

This memorandum intends to provide background regarding the proposed Collective Bargaining Agreement with Local 483 or Fire Department Union.

### **Background**

We have been working since fall of 2023 to reach an agreement on this contract. In that same time, we have settled the union contracts with our other three unions. With this contract, we had to make some significant changes to legacy programs as well as some legacy language. This has drawn out the process and I would like to thank President Grandlic and the Local 483 negotiating team for working with us to find an amicable resolution to these items.

## **Proposed Changes**

Here is a brief summary of the proposed changes and the discussion as to why the changes are being proposed.

#### **Routine updates:**

- 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
- f) 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 department's 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.
- g) Passim and Article VIII Move the duty start from 8am to 7am, adjust any language accordingly and modify extended shift/holdover overtime from 2 hours to 15-minute increments. The intent for these changes is to establish a duty day as 0700-1600 M-F and 0700-1100 Saturday/Sunday/ and holidays. (This change was mutually requested from both sides and includes an adjustment related to language for physical training and lunch periods.)

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h) Article XXV, and passim, Sick Leave

- a. Change the sick time calculation to be based on the 24-hour conversion rather than the 16-hour conversion, calculate sick time usage by 15-minute increments (rounded up), and adjust contract language accordingly. Statement of intent: these 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.
- i) Article XIV Bereavement Leave
  - a. To allow one twenty-four-hour tour off for death of a spouse's grandparent.
- j) Delete Article XXIV Military Service and replace as follows:
  - a. "Any military leave benefits available to an employee shall be as stated in applicable City policy involving military leave, subject to change by City from time to time."

### More significant changes:

- a) Article XXII Administration, Section B page 47 passim. Amend this section and other applicable contract provisions addressing four off at a time and change it to three off, including Article VII Section B.2.
  - a. This is language that was left over from when the fire department had 90 firefighters and now, we have significantly less staff. This provision results in mandatory call-ins for staff to ensure we are meeting minimum staffing requirements. Reducing the allowable number of staff off will reduce the call-ins. If staffing levels change in the future, we will address this provision to see if it can be added back into the contract.
- b) Article XIX Special Salary Provisions Section H page 42. Modify Section H 1 as follows: Premium Pay for work outside normal station work routine hours:
  - a. Public relations/education. On duty employees required to represent the fire department for the purpose of scheduled public relations or public education outside the normal station work routine hours (8am-4pm Monday-Friday, 8am-11am 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.
- c) Article XXII. Rules and Regulations
  - a. The Association recognizes the rights of the Fire Chief to promulgate reasonable rules and regulations for the Sheboygan Fire Department; however, the City of Sheboygan agrees that all new 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 Chief from promulgating work rules and S.O.P.'s for emergency purposes so that the thirty (30) day notice is not required.

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i. This was a change that brings this contract language into conformance with the other union contracts.

d) Wages:

a. January 1,2024
b. January 1,2025
c. January 1,2026
d. July 1, 2026
e. January 1,2027
f. January 1,2028
3.0%

i. This proposed wage increase is in line with our other union contracts with the exception of the additional .5% in 2026. Likewise, we have not started negotiations with other unions at this time for future years.

- e) Article XVII Uniform Allowance:
  - a. Effective January 1, 2024, payable during the month of January each calendar year, a five hundred- and fifty-dollar (\$550) uniform allowance shall be paid to all other members of the Fire Department who are required to wear uniforms.
- f) Article XXV Sick Leave and Article XXVII Health Insurance retiree insurance sick leave pool. Lump sum payout of this program in an amount estimated to be worth about \$811,000.
  - a. The Sick Leave Pool was comprised of pre-1985 sick hours that accumulated by employees that exceeded their personal sick bank allowed. The number of days earned was frozen at that time and the City has been paying out at current rate of pay for hours utilized by eligible employees. By paying in a lump sum, City staff anticipates future savings of approximately \$1.44M.
  - b. Associated language changes to implement this change.
  - c. Sick leave credit is changed from one day to a credit of 12 hours and the bank limit is changed from 144 workdays to one thousand one hundred fifty-two hours.
- g) Article VII Overtime and Compensatory Time, Section A: Overtime Scheduling: Added language stating "no employee shall work more than seventy (72) consecutive hours, unless authorized by the Fire Chief for an emergency.

If you have any questions, please don't hesitate to contact me.

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