



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

December 11, 2023 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderperson Felde may attend remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - November 27, 2023

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 37-23-24 by City Clerk submitting a itemized claim/statement from Bee Vue.
7. R. O. No. 39-23-24 by City Clerk submitting a claim from Timothy J. Mais for alleged damages to his vehicle.
8. Res. No. 110-23-24 / December 4, 2023: A RESOLUTION authorizing entering into a Pre-Development Agreement with Cornerstone LLC regarding redevelopment of the Poth and Gartman Farms property on the south side of the City.
9. Res. No. 112-23-24 / December 4, 2023: A RESOLUTION authorizing the issuance of a refund for excess property tax payable to Sheboygan Outboard Club related to 2022 real estate tax for Parcel No. 59281895368P.
10. Res. No. 113-23-24 / December 4, 2023: A RESOLUTION obligating American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs.

- [11.](#) Direct Referral Res. No. 116-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Section 125 – Flexible Benefit Plan Agreement for Service and a Business Associate Agreement with Diversified Benefits Services, Inc. regarding Section 125 – Flexible Benefit Plan services for 2024.
- [12.](#) Direct Referral Res. No. 117-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to sign the January 1, 2024 -December 31, 2026 Contract between the City of Sheboygan and Sheboygan Professional Police Officers’ Association.

DATE OF NEXT REGULAR MEETING

13. Next Meeting Date - TBD

ADJOURN

14. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

**CITY OF SHEBOYGAN
R. O. 37-23-24**

BY CITY CLERK.

SEPTEMBER 5, 2023.

Submitting an itemized claim/statement from Bee Vue.

8-10-23

Claim #6-23

Item 6.

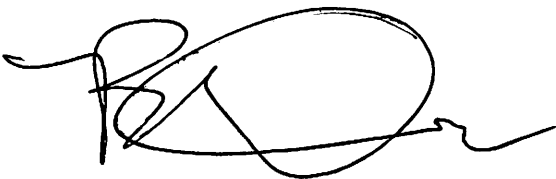
City Clerk
828 Center Ave
Suite 103
Sheboygan, WI 53081

RE: ITEMIZED CLAIM/STATEMENT
§ 893.80(b)(3)

Dear Clerk:

Pursuant § 893.80(b) of W.I. Statutes, this letter is an itemized statement in relief sought against Officer Michael D. Moore of the Sheboygan Police Dept. In the event that this can not be settled without litigation, I will be suing Michael D. Moore and his official capacity of the Sheboygan Police Dept. for Malicious Prosecution and False Arrest. I will be seeking monetary compensation damages of \$50,000.00 U.S dollars.

Very truly yours,



Bec Yue — 2923 South 31st Street/Sheboygan, WI 53081

Item 6.

WISCONSIN



MR. BETTE YUTZ

SHEBOYGAN COUNTY

Detention Center

2923 South 31st Street

Sheboygan, WI 53081-4612

PRESORTED
FIRST CLASS



US POSTAGE MAFTRNE



ZIP 53005 \$ 000.53⁷
02 4W
0000388496 AUG 17 2023

5

CITY CLERK

828 Center Ave.

Suite 103

Sheboygan, WI 53081

53081-4442 CC06



**CITY OF SHEBOYGAN
R. O. 39-23-24**

BY CITY CLERK.

SEPTEMBER 18, 2023.

Submitting a claim from Timothy J. Mais for alleged damages to his vehicle.

DATE RECEIVED

9-11-23

RECEIVED BY

MKC

Item 7.

CLAIM NO.

#9-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Timothy J. Mals
2. Home address of Claimant: 2541 Pickett Street, Plymouth WI 53073
3. Home phone number: 920-297-0960
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) Sept. 7th, 2023, 9:00am
6. Where did damage or injury occur? (give full description) 19th and Davis, Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) Luau dropping off car at StickyTintz and ran over a broken up man-hole cover with cracked cement dropped about 4 inches and damaged my tire. I have pictures of cover and tires.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following: NO
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following: yes
 - (a) Public property alleged to be dangerous: Damaged Manhole cover and area around the cover.
 - (b) Claimant's statement of basis for such liability: See Pictures.

10. Give a description of the injury, property damage or loss, so far as is known at the time. (If there were no injuries, state "NO INJURIES").

No Injuries - One tire damaged, had to replace two because vehicle is four wheel drive.

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ 567.28

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 567.28

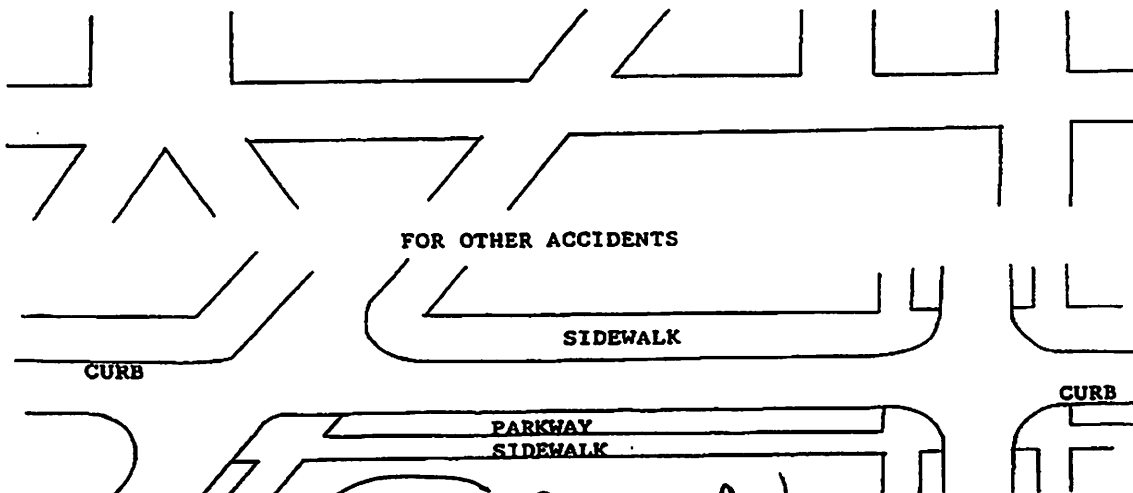
Damaged vehicle (if applicable) 2020

Make: BMW Model: 2020 Year: 2020 Mileage: 36012

Names and addresses of witnesses, doctors and hospitals: Alison Smith,
2541 Pickett Street, Plymouth, WI 53073

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Jim Smith

DATE

9/11/2023

DATE RECEIVED _____

RECEIVED BY _____

Item 7.

CLAIM NO. _____

CLAIM

Claimant's Name:

Timothy J. Mals

Auto

\$ _____

Claimant's Address:

2541 Pickett St.
Plymouth, WI 53073

Property

\$ _____

Claimant's Phone No.

920.297.0960

Personal Injury

\$ _____

Other (Specify below)

\$ 567.28

TOTAL

\$ 567.28

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 567.28.

SIGNED

Timothy Mals

DATE:

9/11/2023

ADDRESS:

2541 Pickett Street, Plymouth, WI 53073

MAIL TO: CLERK'S OFFICE
828 CENTER AVE
SHEBOYGAN WI 53081

Retail Invoice
127207
Emailed on 09/08/2023
Emailed to timothymais@gmail.com



Store# Item 7.

In: 09/08/23 04:26PM
Out: 09/08/23 07:32PM

www.FirestoneCompleteAutoCare.com

Cust Status: Waiting

Appt: Yes

FINAL INVOICE

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375

Service Advisor: 31 MATT

Wheel Lock:

Technician: 12 CHRIS

Customer Details:

Alt. Auth. Name & Phone:

Vehicle Details:

MAIS, TIM
2541 PICKETT ST

N/A

2020 BMW 228I XDRIVE GRAN COUPE
BASE

PLYMOUTH, WI 53073
920.297.0960

2.0L L4 FI GAS
VIN #: WBA73AK07L7F80125
LIC #: IBCNYA WI
MILEAGE: 36,246

Description	Rev Hist		Qty	Unit Price	Extended Price	Job Total
	/Article #	ID				
BRIDGESTONE TIRES WITH RUN FLAT, PACKAGE		31				504.48
6480 DRIVEGUARD PLUS BL 225/40R18 XL92W 65,000 Mile	006480	12TN	2	240.99	481.98	
Limited Warranty						
DOT# EJ7CMM4422						
DOT# EJ7CMM4422						
TIRE-DISC EPIC: \$40 off \$250	7077220	12TN	-2	20.00	-40.00	
LIFETIME NEW TIRE WHEEL BALANCE LABOR	7013627	12TS	2	16.99	33.98	
TPMS VALVE SERVICE KIT LABOR	7008190	12TS	2	3.27	6.54	
6-207A TPMS VALVE VS-950-15	7009357	12TN	2	6.99	13.98	
SCRAP TIRE RECYCLING FEE	7075078	12TN	2	4.00	8.00	
LOW PROFILE TIRE INSTALLATION	7008472	12TS	2	N/C	N/C	
FRONT BRAKE JOB (DISC)	1	31				29.98
610-532 WHEEL BOLT M14-1.25 1 PA ATOGD	7019380	12TN	2	14.99	29.98	

ORDER NOTES

LEFT FRONT TIRE SUGGESTED: Cuts

No manufacturer's recommended services were found.

All parts are new unless otherwise specified.

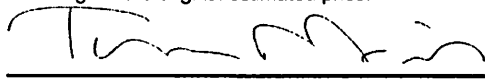
Payment History:

Visa 4256 567.28 04095D Sale
MID: 222220337794
Term: 0003 Card Inserted
AID: A0000000031010 PIN NOT VERIFIED
Total Tendered 567.28

Summary:

Parts	485.94
Labor	48.52
Shop Supplies	3.24
Sub-Total	537.70
Tax (5.50%)	29.58
Total	\$567.28

I acknowledge notice and oral approval of
a change in the original estimated price.


Signature or Initials

Revision History:	Rev Amt
1) 09/08/2023 06:58PM	31.63 MAIS, TIM 920.297.0960

Information on tire warranty, maintenance, and safety can be located at
<https://www.firestonecompleteautocare.com/tires/warranty-options/>
or by calling toll free 800-847-3272 to obtain a free printed copy

Information on service warranty, maintenance, and safety can be located at
<https://www.firestonecompleteautocare.com/maintain/service-warranty-options/>

Retail Invoice
127207
Emailed on 09/08/2023
Emailed to timothymais@gmail.com



www.FirestoneCompleteAutoCare.com

Store# Item 7.

In: 09/08/23 04:26PM
Out: 09/08/23 07:32PM

Cust Status: Waiting

Appt: Yes

FINAL INVOICE

SHEBOYGAN FALLS - 2606 WASHINGTON AVE, SHEBOYGAN, WI. 53081 - 920.458.0375



I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

Customer Signature



**MOTORIST
ASSURANCE
PROGRAM**

BUILDING TRUST THROUGH STANDARDS

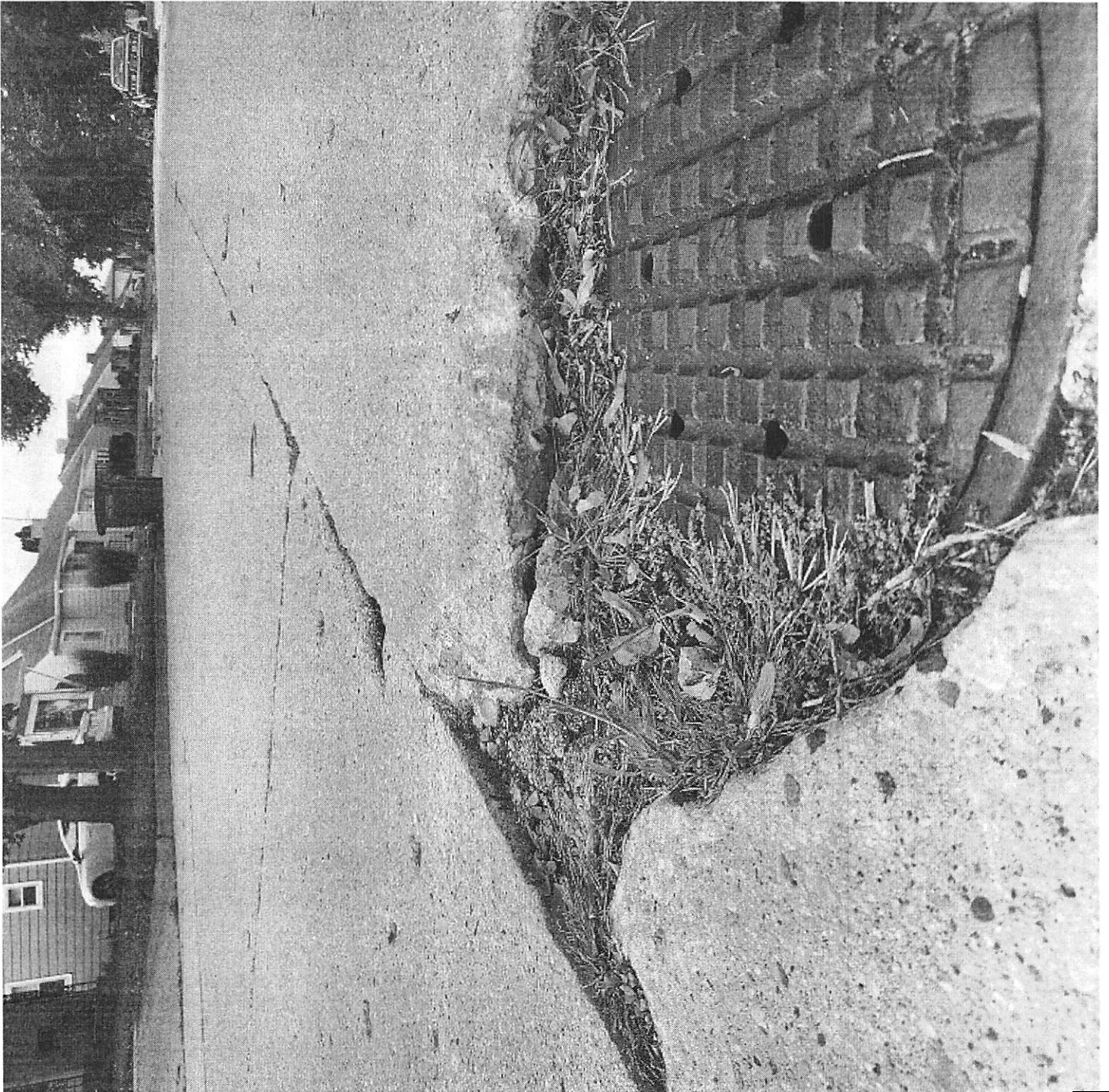
Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. Agriculture, Trade and Consumer Protection, PO Box 8911, Madison, Wisconsin 53708-8911

HOW ARE WE DOING?

Tell us about your experience today!

Complete a 4-minute survey for a chance to win one of ten \$50 gift cards each month!

Visit www.FirestoneSurvey.com within 4 days and enter Code 783026-127207

















**CITY OF SHEBOYGAN
RESOLUTION 110-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

DECEMBER 4, 2023.

A RESOLUTION authorizing entering into a Pre-Development Agreement with Cornerstone LLC regarding redevelopment of the Poth and Gartman Farms property on the south side of the City.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Pre-Development Agreement Between Cornerstone LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**PRE-DEVELOPMENT AGREEMENT
BETWEEN
PELTON BUILDERS LLC
AND
THE CITY OF SHEBOYGAN**

THIS PRE-DEVELOPMENT AGREEMENT (“Agreement”) is entered into by the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), and Pelton Builders LLC, a Wisconsin Limited Liability Company with a mailing address of S1930 Glen Valley, Dr., Reedsburg, WI 53959 (“Developer”). The City and the Developer may be jointly referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

Staff from the City have been in discussions with the Developer regarding City-owned property on the south side of the City of Sheboygan commonly referred to as the Poth and Gartman Farms, (“Property”), and including Parcel Nos. 59281471041, 59281471042, 59281471043, 59281471044, 59281471045, 59281471046, 59281471047, 59281471048, 59281471049, 59281472509, 59281472510, 59281470988, 59281470989, and 59281470990, for the purpose of constructing a subdivision on the property with an estimated value that has yet to be determined (“Project”).

The Parties are continuing to negotiate the terms of the development agreement and would like to secure certain rights related to the Project before investing additional time and money exploring the development of the Project.

The City finds that allowing the Developer the rights to the Property pursuant to the terms and conditions in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Sheboygan.

THEREFORE, for the mutual considerations contained herein, the City and the Developer agree as follows:

TERMS

1. Recitals. The recitals above are hereby incorporated into and made a part of this Agreement.
2. Term. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until December 31, 2024, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. City Responsibilities. During the term of this Agreement, the City agrees as follows:
 - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.

- b. The City shall take the necessary steps to rezone the Property with the concurrence of the Developer to make the proposed project feasible.
 - c. The City shall develop plans for the creation of a TID to incentivize the proposed development.
 - d. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provides at least notice 24 hours in advance to the City Engineer. The City reserves the absolute right to deny entry onto the Property if there are conflicts (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concerns, as solely determined by the City. In such case, the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.
 - e. Nothing in this Agreement guarantees the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, in addition to any other responsibilities contained in this Agreement, the Developer agrees as follows:
- a. The Developer shall immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
 - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on Attachment B.
 - c. The Developer shall materially participate in the creation of a conceptual master plan ("Plan") for the entire property. The plan shall include provisions for all levels of housing, including but not limited to workforce, entry level, low income, market rate, and high-income housing, as well as low density commercial use to facilitate the siting of retail business within the development. The Plan shall also include the layout of park/green spaces, streets, and public right of ways to include pedestrian pathways. The city shall have the right to adjust the proposed master plan based on needs of the city; except that once the Parties have agreed upon the Plan, the City has officially approved the Plan, and the Developer has made material investments based upon the Plan, any change or cancellation to the Plan must either be approved by both Parties, or the Developer shall be made whole within 30 days for all costs related to such material investments.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Division into Parcels. The Parties acknowledge and agree that during the term of this Agreement, the City may choose to divide the Property into multiple parcels via Certified Survey Maps as a way of allowing portions of the Property to be developed while the master planning process is continuing for

the Property as a whole. No such land division shall be deemed or construed to change or reduce the either Party's rights or responsibilities under this Agreement.

7. Termination.

- a. This Agreement shall automatically terminate upon execution by the Parties of a Development Agreement for the Property and Project.
- b. This Agreement may be terminated by either Party with seven calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
- c. The City may terminate this Agreement at any time and without notice if:
 - i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
 - ii. The Developer: (1) becomes insolvent or generally does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding or has such a proceeding commenced against the Developer, and such petition, application or proceeding either remains undismissed for a period of ninety (90) days or more or Developer files an answer to such a petition or application admitting the material allegations therein, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.

8. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer. No member, official or employee of the City shall be personally liable to any

Party in the event of any default or breach by the Developer on any obligations under the terms of this Agreement.

9. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party. Notwithstanding this provision, nothing in this Agreement shall prevent Pelton Builders, LLC from assigning their rights to a new LLC to be created for the purpose of this Project.
- c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City:	City Administrator City of Sheboygan 828 Center Ave. Sheboygan, WI 53081
-------------	---

If to Developer:	Cornerstone, LLC S1930 Glen Valley, Dr. Reedsburg, WI 53959
------------------	---

- d. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- e. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- f. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- g. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken related to the Property or the Project;

nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

- h. Should the Developer default on this Agreement, or should termination of the Agreement be made by the City pursuant to sub paragraph 7(c) of this Agreement. the Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.
- i. Nothing in this Agreement shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any such approval, licensees, and permits or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.
- j. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- k. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sheboygan County, Wisconsin.
- l. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the date fully executed by the parties, as indicated below.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson, Mayor Date

ATTEST: _____
Meredith DeBruin, City Clerk Date

CORNERSTONE, LLC

BY: _____

(Name and Title)

Date

This document is authorized by and in accordance with Res. No. ____-23-24.

INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT**CORPORATION INSTRUCTIONS**

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Sheboygan:

I, _____ (*print name*), certify that I am the _____ (*title*) of _____ (*business name*), a corporation in good standing in the State of _____, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

Signature_____
Date(*Corporate Seal*)

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

LIMITED LIABILITY COMPANY INSTRUCTIONS

If the party signing the legal document is a **LIMITED LIABILITY COMPANY**, unless the LLC filed a Statement of Nonapplicability with the Wisconsin Department of Financial Institutions ("DFI") before 12/31/22, the signatories on the document must be persons authorized to legally bind an LLC via a Statement of Authority filed with the DFI (Form 501), as required by Wis. Stat. § 183.0302.

As such, person(s) signing on behalf of the LLC must attach a copy of the filed and approved Statement of Authority or Statement of Nonapplicability.

PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such document for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

ATTACHMENT B

City of Sheboygan Insurance Requirements

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary coverage and that any insurance or self-insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.

- a. Commercial General Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. Personal Injury: \$1,000,000
 - iii. General Aggregate: \$2,000,000
 - iv. Medical Expense: \$5,000/any one person
 - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
 - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. MISCELLANEOUS

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.

**PRE-DEVELOPMENT AGREEMENT
BETWEEN
CORNERSTONE LLC
AND
THE CITY OF SHEBOYGAN**

THIS PRE-DEVELOPMENT AGREEMENT (“Agreement”) is entered into by the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), and Cornerstone LLC, a Wisconsin Limited Liability Company with a mailing address of S1930 Glen Valley, Dr., Reedsburg, WI 53959 (“Developer”). The City and the Developer may be jointly referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

Staff from the City have been in discussions with the Developer regarding City-owned property on the south side of the City of Sheboygan commonly referred to as the Poth and Gartman Farms (“Property”), and including Parcel Nos. 59281471041, 59281471042, 59281471043, 59281471044, 59281471045, 59281471046, 59281471047, 59281471048, 59281471049, 59281472509, 59281472510, 59281470988, 59281470989, and 59281470990, for the purpose of constructing a subdivision on the property with an estimated value that has yet to be determined (“Project”).

The Parties are continuing to negotiate the terms of the development agreement and would like to secure certain rights related to the Project before investing additional time and money exploring the development of the Project.

The City finds that allowing the Developer the rights to the Property pursuant to the terms and conditions in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Sheboygan.

THEREFORE, for the mutual considerations contained herein, the City and the Developer agree as follows:

TERMS

1. Recitals. The recitals above are hereby incorporated into and made a part of this Agreement.
2. Term. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until December 31, 2024, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. City Responsibilities. During the term of this Agreement, the City agrees as follows:
 - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.

- b. The City shall take the necessary steps to rezone the Property with the concurrence of the Developer to make the proposed project feasible.
 - c. The City shall develop plans for the creation of a TID to incentivize the proposed development.
 - d. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provides at least notice 24 hours in advance to the City Engineer. The City reserves the absolute right to deny entry onto the Property if there are conflicts (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concerns, as solely determined by the City. In such case, the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.
 - e. Nothing in this Agreement guarantees the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, in addition to any other responsibilities contained in this Agreement, the Developer agrees as follows:
- a. The Developer shall immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
 - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on Attachment B.
 - c. The Developer shall materially participate in the creation of a conceptual master plan ("Plan") for the entire property. The plan shall include provisions for all levels of housing, including but not limited to workforce, entry level, low income, market rate, and high-income housing, as well as low density commercial use to facilitate the siting of retail business within the development. The Plan shall also include the layout of park/green spaces, streets, and public right of ways to include pedestrian pathways. The city shall have the right to adjust the proposed master plan based on needs of the city.
 - d. The Developer shall provide evidence of initial financing of Phase I to the satisfaction of the City.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Division into Parcels. The Parties acknowledge and agree that during the term of this Agreement, the City may choose to divide the Property into multiple parcels via Certified Survey Maps as a way of allowing portions of the Property to be developed while the master planning process is continuing for the Property as a whole. No such land division shall be deemed or construed to change or reduce the either Party's rights or responsibilities under this Agreement.

7. Termination.

- a. This Agreement shall automatically terminate upon execution by the Parties of a Development Agreement for the Property and Project.
- b. This Agreement may be terminated by either Party with seven calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
- c. The City may terminate this Agreement at any time and without notice if:
 - i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
 - ii. The Developer: (1) becomes insolvent or generally does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding or has such a proceeding commenced against the Developer, and such petition, application or proceeding either remains undismissed for a period of ninety (90) days or more or Developer files an answer to such a petition or application admitting the material allegations therein, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.

- 8. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer. No member, official or employee of the City shall be personally liable to any Party in the event of any default or breach by the Developer on any obligations under the terms of this Agreement.

9. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.
- c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City:	City Administrator City of Sheboygan 828 Center Ave. Sheboygan, WI 53081
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If to Developer:	Cornerstone, LLC S1930 Glen Valley, Dr. Reedsburg, WI 53959
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- c. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- d. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- e. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- f. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken related to the Property or the Project; nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- g. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without

limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.

- h. Nothing in this Agreement shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any such approval, licensees, and permits or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.
- i. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- j. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sheboygan County, Wisconsin.
- k. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have entered into and executed this Agreement as of the date fully executed by the parties, as indicated below.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson, Mayor Date

ATTEST: _____
Meredith DeBruin, City Clerk Date

CORNERSTONE, LLC

BY: _____
(Name and Title) Date

This document is authorized by and in accordance with Res. No. ____-23-24.

INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Sheboygan:

I, _____ (*print name*), certify that I am the _____ (*title*) of _____ (*business name*), a corporation in good standing in the State of _____, and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body, within the scope of its corporate powers.

Signature

(*Corporate Seal*)

Date

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

LIMITED LIABILITY COMPANY INSTRUCTIONS

If the party signing the legal document is a **LIMITED LIABILITY COMPANY**, unless the LLC filed a Statement of Nonapplicability with the Wisconsin Department of Financial Institutions ("DFI") before 12/31/22, the signatories on the document must be persons authorized to legally bind an LLC via a Statement of Authority filed with the DFI (Form 501), as required by Wis. Stat. § 183.0302.

As such, person(s) signing on behalf of the LLC must attach a copy of the filed and approved Statement of Authority or Statement of Nonapplicability.

PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such document for and on behalf of the partnership.

INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers' authority on behalf of the individual(s).

ATTACHMENT B

City of Sheboygan Insurance Requirements

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary coverage and that any insurance or self-insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

1. INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.

- a. Commercial General Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. Personal Injury: \$1,000,000
 - iii. General Aggregate: \$2,000,000
 - iv. Medical Expense: \$5,000/any one person
 - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
 - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

3. MISCELLANEOUS

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.

**CITY OF SHEBOYGAN
RESOLUTION 112-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

DECEMBER 4, 2023.

A RESOLUTION authorizing the issuance of a refund for excess property tax payable to Sheboygan Outboard Club related to 2022 real estate tax for Parcel No. 59281895368P.

WHEREAS, an error by the assessor in the assessed value of Parcel No. 59281895368P resulted in a tax overpayment by Sheboygan Outboard Club in 2022 of \$479.59; and

WHEREAS, the error was a double assessment of certain improvements on the leased land property in the City, and is therefore considered a palpable error pursuant to state statutes; and

WHEREAS, Wis. Stat. § 74.33 directs the excess property tax payment be refunded in the event of palpable errors; and

WHEREAS, a chargeback request will be filed with the State of Wisconsin which will be denied due to the fact that the parcel described is within a Tax Increment District and the City withholds all increment for parcels within this boundary.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2022 real estate taxes in the amount of \$479.59 for Parcel No. 59281895368P and refund the parcel owner, Sheboygan Outboard Club, the rescinded amount from General Fund - Finance – Tax Roll Adjustments (Account No. 101150-580250).

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 113-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

DECEMBER 4, 2023.

A RESOLUTION obligating American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs.

WHEREAS, the City of Sheboygan received \$22,006,206 of funding through ARPA; and

WHEREAS, Common Council approved intent Resolution No. 71-21-22 on October 18, 2021 allocating these funds to various projects; and

WHEREAS, staff has brought forward several changes to the initial spending plan for these funds that have received Common Council support; and

WHEREAS, the ARPA funds have specific deadlines for obligation and spenddown that has required staff to review the plan for compliance; and

WHEREAS, two previously discussed projects, Wastewater's Southshore Interceptor and an affordable housing project, that were anticipated to be completed utilizing ARPA no longer need the funds that were previously allocated; and

WHEREAS, staff reviewed the City's capital plan to identify projects that would qualify under ARPA's compliance requirements; and

WHEREAS, staff recommends the utilization of ARPA funds in place of tax levy which then can be reallocated to future capital needs; and

WHEREAS, several projects that are being recommended by City staff were in future years of the 2024-2028 Capital Improvements Program and will be able to be completed sooner than previously budgeted for.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby expresses its intent to obligate \$1,776,469.41 of ARPA funds to the following projects to be completed in 2024:

Uptown Social Gymnasium Construction	\$450,000.00
Mead Public Library – Wall Re-Caulking	\$150,000.00
Mead Public Library – Roof Replacement	\$250,000.00
Wildwood Softball Parking Lot Reconstruction	\$225,000.00
Park Road Reconstruction	\$250,000.00
Police Department Portable Radios	\$107,000.00
St. Clair Parklet	\$344,469.41

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following 2024 budget amendment to fund the above projects:

INCREASE:

Federal Grants Fund – Federal Grants – Federal Grants Other (Acct. No. 202000-433000)	\$1,776,469.41
Federal Grants Fund – Federal Grants – Building Improvements (Acct. No. 202000-631200)	\$ 850,000.00
Federal Grants Fund – Federal Grants – Improvements other than Buildings (Acct. No. 202000-631200)	\$ 819,469.41
Federal Grants Fund – Federal Grants – Communications Equipment (Acct. No. 202000-652300)	\$ 107,000.00

DECREASE:

Capital Projects Fund – Public Safety – Other Operating Equipment (Acct. No. 400200-651700)	\$ 52,000.00
Capital Projects Fund – Culture & Recreation – Buildings Improvements (Acct. No. 400500-631200)	\$ 600,000.00
Capital Projects Fund – Public Works – Improvements other than Buildings (Acct. No. 400300-641100)	\$ 100,000.00
Capital Projects Fund – Capital Projects – Contributions/Grants (Acct. No. 400-485000)	\$ 450,000.00
Capital Projects Fund – Capital Projects – Fund Equity Applied (Acct. No. 400-493000)	\$ 292,000.00

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



TO: Finance and Personnel Committee
FROM: Casey Bradley
DATE: December 8, 2023
SUBJECT: Resolution 113-23-24

Item 10.

This memorandum intends to provide background regarding Resolution 113-23-24, Reallocation of American Rescue Plan Act (ARPA) funds.

Background

On October 18, 2021, Council approved the allocation of ARPA funds to a variety of different projects. Of those allocations, \$1,000,000 was for the Wastewater Southshore Interceptor Project as well as roughly \$776,000 for an affordable housing project. These projects have not gone away but we cannot assure that these projects can be underway by the end of 2024 so the funds are expended before the deadline.

The Wastewater project has a portion of federal funding tied to it and, despite having approval is still waiting on the necessary federal approvals. This has been holding the project up for sometime and will likely take much longer. This project qualifies for the Clean Water Fund and may have a portion that is eligible for loan forgiveness, so DPW is seeking out that funding rather than using the ARPA funds that were allocated for the project.

The funding that was set aside for the affordable housing project hasn't been used and we currently don't have a developer committed to this project. We are planning to propose a new TID in this area which would be able to replace this funding as well once we do get a developer committed to the project.

Review Process

In making this recommendation, Finance Director Krueger, Mayor Sorenson, and I focused our review of eligible projects to those that would reduce budgeted expenditures of levy funds or would reduce anticipated bonding. Our recommendations all follow that process with the exception of two projects.

If these allocations are approved we will be asking council to reallocate \$100,000 of the saved levy funds to fund the purchase of Badger Books for the Clerk's Office. While this is new spending, we anticipate that this expenditure will have a direct impact on our ability to enhance the voter experience in the November elections while reducing the workload on our election workers and staff. The second project is for the parklet allocation, we already have grant funds committed to this project and propose increasing this amount and using these funds to make improvements to Fountain Park and City Green areas. The focus of the amenities will be year-round improvements to help draw people into the downtown.

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



TO: Finance and Personnel Committee
FROM: Casey Bradley
DATE: December 8, 2023
SUBJECT: Resolution 113-23-24

Item 10.

Recommended Allocation

We recommend the allocation of \$450,000 to the construction of the Gymnasium Construction for Uptown Social, this funding would be contingent upon the match of \$400,000 from the Friends group. This is all a part of the larger change we are proposing in moving the revenues from the Friends group back into the City and, if approved by Council, into a special revenue fund. This project as presented would generate new revenue for Uptown Social and any leftover proceeds would remain in the Special Revenue moving forward. These new revenues and any remaining proceeds would be used to offset the costs of programing at Uptown Social and also accumulate to meet the future capital needs of that facility. If approved, we anticipate this project being bid out in January or February of 2024 and construction commencing in the spring to early summer.

The following projects were in the capital plan over the course of the next few years and by shifting the funding source to ARPA funds in this manner will reduce the need for bonding and levy funds as was planned in the budget. We propose to fund: Library Wall Caulking \$150,000, Library Roof Replacement \$250,000, Wildwood Softball Parking Lot Reconstruction \$225,000, Park Road Reconstruction \$250,000, Police Department Portable Radios \$107,000.

The final recommendation is to put the remaining proceeds towards the Parklet grant that we have to expend in 2024. We have used the funding in the past to activate a parklet on St. Clair Ave at the intersection with North 8th Street. The intent of the grant is to activate areas to attract more pedestrians into the downtown area. After discussing the grant with staff, we have decided to go in another direction to provide more of an active amenity in the downtown area that can be active year-round rather than just in the summer months. We are currently working on a proposal to look at putting a number of outdoor amenities into Fountain Park and City Green that would include curling and outdoor ice skating. As we formalize plans, we will present them to Council for final approval.

Discussion

These are our recommendations and the basis for our recommendations, if you would like to have other items evaluated or changed please let me know so we can have them prepared for your meeting. If you have any questions, please don't hesitate to contact me.

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 116-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

DECEMBER 11, 2023.

A RESOLUTION authorizing entering into a Section 125 – Flexible Benefit Plan Agreement for Service and a Business Associate Agreement with Diversified Benefits Services, Inc. regarding Section 125 – Flexible Benefit Plan services for 2024.

RESOLVED: That the Common Council hereby authorizes the appropriate City officials to sign both the Section 125 – Flexible Benefit Plan Agreement for Service and the Business Associate Agreement between the City of Sheboygan and Diversified Benefits Services, Inc., copies of which are attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**City of Sheboygan
Section 125 - Flexible Benefit Plan
Agreement for Service**

01/01/2024 – 12/31/2024

This Agreement for Third Party Administration Services ("Agreement") is made and entered into between Diversified Benefit Services, Inc. hereinafter referred to as "DBS" and the Employer designated on page (4) hereinafter referred to as "Employer".

WHEREAS, Employer has engaged DBS as a Third Party Administrator ("TPA") to provide Section 125 – Flexible Benefit Plan – FSA ("Plan") services ("Services") for the Plan sponsored by the Employer;

WHEREAS, DBS is making available FSA administrative and other related services to be established by the Employer and designed to comply with Section 125 of the Internal Revenue Code (the "Code");

WHEREAS, the FSA administrative services incorporates professional material, and internally developed DBS corporate information;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein the parties hereto agree as follows:

1. DBS agrees to make available the Flexible Benefit Plan to be used as the Employer Flexible Benefit Plan. Employer agrees not to disclose details of the Plan to other parties or copy any materials provided, except for auditors, attorneys, and others to whom disclosure is legally required, unless DBS gives permission to do so.
2. Employer retains DBS as Plan Agent for the Employer Flexible Benefit Plan and authorizes DBS to perform all functions necessary to prepare, implement, and operate the Employer Flexible Benefit Plan.
3. Employer agrees to provide data that DBS needs in communication and enrollment of the Flexible Benefit Plan. Employer also agrees to make the necessary payroll deductions and assist DBS in implementing and operating the Plan.
4. Employer recognizes that certain owners and their family members may not be eligible to participate in the Flexible Benefit Plan (including the pre-tax premium portion of the Plan). The Employer agrees to contact their legal counsel as needed to determine whether their owners and family members can participate. The Employer further agrees not to provide DBS with enrollment information on the owners and family members if it is determined said persons are ineligible to participate.
5. DBS services may include some or all of the following items (as needed): restatement of a Flexible Benefit Plan Document, Summary Plan Description, ancillary forms, employee enrollment, and claims recordkeeping. In addition, annual non-discrimination testing required under Code Section 125 may be completed only if the Employer agrees to provide all Plan contribution information to DBS, including any group insurance premium contributions and key / highly compensated employee information (including salaries). Only dependent care testing can be completed if the Employer elects not to provide group insurance premium contribution amounts to DBS. The testing will be completed only if the Employer provides timely and complete information. Other package services specified in the attached Schedule A may be provided as noted by the Employer.
6. If the Employer elects to have the employee pay the monthly ongoing administration fee and an employee terminates with a balance in an account, the Employer shall be responsible for the monthly fee from that point forward. In addition, Employer recognizes that the Plan allows employees to submit claims after Plan year end for a specified period in accordance with the Plan Document.
7. Employer agrees to pay fees for services on a timely basis to DBS as listed in the attached Schedule A which is made part of this Agreement. Terms are included on each invoice as due upon receipt. In the event that the Employer does not remit payment for an undisputed invoice within a reasonable period of time (30 days), DBS reserves the right to cease providing Services to the Employer until such time that any outstanding invoices are paid. In the event that a payment is over 30 days past due, the Employer authorizes DBS to satisfy the amounts owed via ACH/EFT transfer from the bank account normally designated for payment of claims under the Plan.

8. Any overpayments to employees as a result of the Employer not notifying DBS as to status changes via the DBS Status Change Notification Form or other agreed upon format by both parties as of the claim cut-off date, will be the responsibility of the Employer. DBS shall have two complete business days to respond to the Employers request on a termination change, status change or other election change. Any subsequent bank charges as a result of the aforementioned will be the responsibility of the Employer. Requests by the Employer for processing special checks (meaning checks not processed at the regular claims processing date) due to an employee filing late claim(s), (meaning claim(s) received by DBS after the claims deadline date), or for lost or stolen checks will be done for a fee of \$35 per check. If an employee or former employee fails to retain original documentation regarding claims submitted to DBS and the employee or former employee requests copies of claims and/or documentation from DBS because of an audit by the IRS or another agency, there will be a fee of \$0.25 per copy made. This will only be authorized by the Employer and will be billed to the Employer if authorization is obtained.
9. With respect to inadvertent overpayments to participants, DBS shall make reasonable efforts to recoup such payments, including offsets to future payments, ACH withdrawals (in the case of direct deposit participants) and a written request to return such overpayments, provided that DBS is notified within sixty days of such overpayments. However, DBS will not be responsible for funding any legal action to recover such overpayments, nor will it be responsible for reimbursing such overpayments to the Employer.
10. Employer agrees to pay to DBS the agreed upon fee indicated for other services listed on attached Schedule. This agreement does not cover any possible future Government imposed costs regarding auditing of Flexible Benefit Plans. Also, it is not within the scope of this Agreement to cover possible future Government imposed costs with regard to filing fees for any Government forms, documents, or year end (5500) reports. The term "Government" shall include but not be limited to the United States Government, Internal Revenue Service, Department of Labor, or a State within the United States.
11. This Agreement shall be exclusive and remain in effect for a period of one full Plan year wherein both parties have signed and dated said Agreement ("Initial Term"), after which time it shall be renewed automatically for one Plan year period ("Renewal Terms"), unless one party notifies the other in writing at least sixty (60) days prior to the renewal date that it does not intend to renew. The renewal date shall be the end of the Plan year. Notification under Section 11 of this Agreement shall be deemed duly given if delivered by certified or registered mail with postage prepaid to DBS or the Employer.
12. Notwithstanding the preceding paragraphs, either party may terminate this Agreement for cause at any time. "Cause" shall be limited to any of the following reasons: (a) if either party fails to perform its duties hereunder and such failure is not cured within thirty days of receipt of written notice thereof; (b) if all or any portion of the Plan fails to comply with applicable provisions of the Code and regulations thereunder or state regulations; or (c) if some or all of the Plan is not legally or validly implemented.
13. If the Employer terminates the Agreement without cause during the Agreement period ("Initial Term or Renewal Term"), the Employer shall owe liquidated damages to DBS in the amount of \$1,500. These damages shall be due as of the date that the Employer terminates the Agreement. If the liquidated damages are not paid within 30 days of the termination, DBS will not process claims and/or reports until full payment is made by the Employer.
14. If the Employer is purchased by another organization and/or merges and/or affiliates with another organization, the terms of this Agreement shall remain in full force and shall be binding until the end of the term of the Agreement unless a buyout of the Agreement is agreed to. Any buyout of the Agreement shall be the fees that would have been charged for the remainder of the Agreement period. Such fees shall be based upon the attached Schedule A of the Agreement including enrollment, monthly administration, miscellaneous, and any package fees that may apply.
15. DBS shall have the right to retain, at its own cost, outside services in preparing, implementing and operating of the Plan.
16. Nothing contained herein shall obligate Employer to utilize DBS as its agent or broker in providing group benefits to employees.

17. Employer recognizes that the Plan Document is an important legal document and that it has been prepared based on the understanding of DBS of the desired provisions. To ensure that the Plan Document conforms to the Employer's situation the Employer should consult with its attorney on the legal and tax implications of the Plan. Employer recognizes that DBS is not a law firm and that DBS employees are not attorneys. Additionally, Employer recognizes that DBS is not an accounting (CPA) firm.
18. Employer recognizes that DBS may maintain paper and/or electronic records related to member/participant claims for a period of seven years, after which time the records will be destroyed.
19. Employer agrees to indemnify and hold harmless DBS, its affiliates, and any of its directors, officers or employees with respect to any and all liabilities, losses, damages, or expenses, including reasonable attorneys' fees, related to third party claims incurred by reason of the failure of the Employer to carry out its obligation under this agreement on a timely and non-negligent basis, unless such failure is based upon the negligence of DBS or any of its employees.
20. DBS agrees to indemnify and hold harmless Employer, its affiliates, and any of its directors, officers or employees with respect to any and all liabilities, losses, damages, or expenses, including reasonable attorneys' fees, related to third party claims incurred by reason of the failure of DBS to carry out its obligation under this agreement on a timely and non-negligent basis, unless such failure is based upon the negligence of Employer or any of its employees.
21. This exclusive Agreement, including Schedule A, constitutes the entire understanding of the parties and may be modified only in writing executed by both parties. It shall be binding upon both parties and their successors or assigns and shall be interpreted under the laws of the State of Wisconsin.
22. Plan years covered by the "Initial Term" of this Agreement shall be 01/01/2024 - 12/31/2024.
23. The respective rights and obligations of the parties under Sections 7, 18, 19, 20, 21, and 24 shall survive the termination of this Agreement.
24. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.
25. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature thereto.
26. All notices, demands, and requests that a party is required or elects to give to any other party shall be in writing and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by a recognized overnight mail or courier service, or (b) three (3) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, in each case addressed to the party to be notified as set forth in the agreement or to such other address as each party may designate for itself by like notice.
27. Notices to DBS will be sent to:

Diversified Benefit Services, Inc.
P.O. Box 260
Hartland, WI 53029

Dated this _____ day of _____, 20____.

City of Sheboygan - "Employer"

By: _____ Title: _____

Employer Address, City, State, Zip / (Notices will be sent to the above address)

Diversified Benefit Services, Inc. - "DBS"

By: _____ Title: President

Witness: Anne M. Lindberg Title: Client Services Specialist

City of Sheboygan Schedule A

1. Plan Implementation

Plan Design, Plan Document, Summary Plan Description, Business Associate Agreement, Privacy Practices provided as is. Client generated benefit or Plan changes that require the updating, changing, amending or restating of the Plan Document or Summary Plan Description will be billed separately.

Fee: **Included**

2. Group Meetings

Flexible Benefit Plan group meeting materials provided to the employer for distribution to employees. Group presentation(s) or webinars include communication of the Flexible Benefit Plan and explanation of enrollment materials and how to file a claim for reimbursement.

Fee: Included (*Travel/lodging/meals billed separately if applicable*)

3. Employee Enrollment Options & Related Services (Employer May Choose the Type of Enrollment)

- A. **Individual Employee Meetings.** Option A (1) – Comprehensive Individual Employee Meetings: Services will include individual employee enrollment sessions with DBS Benefit Enrollers with a review of the employee flexible benefit Plan worksheet/employee guide and the utilization of the prior plan year. The DBS notebook computer system may be utilized if appropriate. Also includes the completion of enrollment forms and providing employees with an expense reimbursement kit. DBS will provide the Employer with copies of completed enrollment forms if requested. Also includes establishing Plan records on the DBS flexible benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan year setup services. Option A (2) – DBS Enrollers onsite to answer employee questions: DBS Benefit Enrollers will be available for a limited period of time to answer employee questions regarding the plan. Enroller related costs such as travel, lodging, meals may be billed separately if applicable.
- B. **Employer Self-Enrollment.** DBS will provide the Employer with enrollment forms, employee guides, and additional Plan materials for distribution to all eligible employees. An enrollment letter and Plan fact sheet will be provided as well. DBS will supply the Employer with claim forms and/or expense reporting kits as needed. This section also includes establishing Plan records on the Flexible Benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan services. Another option allows for DBS to provide an electronic file of the enrollment materials for Employer to distribute to eligible employees. A third option allows for the employer to send an eligibility/enrollment file electronically to DBS to allow enrollment information to be downloaded into the DBS administration system.
- C. **Online Internet Enrollment.** DBS will provide the Employer with an enrollment instruction letter and Plan information letter that includes a system password for User name and PIN. This will allow employees access to the DBS Website and Online enrollment system. Employees will receive screen confirmation when submitting their election information with print capability. The Employer agrees to distribute the enrollment letter with instructions to all eligible employees. DBS will provide the Employer with copies of completed online enrollment forms if requested. This section also includes establishing Plan records on the Flexible Benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan year setup services.

Option A Fee: (1) Comprehensive individual employee meetings with DBS enroller(s): \$10.00/eligible employee/plan year
(Minimum fee: \$150)

(2) DBS Enrollers onsite to answer employee questions: \$300/enroller/day
(Minimum fee: \$150)

Option B Fee: Self-Enrollment using paper packets or electronic file of materials or eligibility file sent by Employer to DBS: \$3.50/FSA participant/year
(Minimum fee: \$115 /
Maximum fee: \$500)

Option C Fee: Online Internet Enrollment: \$3.50/FSA participant/year
(Minimum fee: \$115 /
Maximum fee: \$500)



DBSbenefits.com

City of Sheboygan Schedule A (continued)

4. Record-keeping, Claims processing, and Plan Reporting

- Process claims from Plan participants and issue reimbursements
- A.S.A.P.® Online Account Viewing (Advanced Strategic Administrative Program) package for administrative users.
- Provide employer aggregate Plan reporting for online viewing and printing
- Prepare employee statements as needed
- Process all family status changes including new hires and terminations
- Reissue lost or stolen reimbursement checks
- Provide 800 toll free telephone number for out of area participants
- Provide periodic informational notices as needed

Plan Year

Monthly Fee Schedule – (FSA Service Only)

01/01/2024 – 12/31/2024

\$4.55/participant/month for service agreement year one

The above monthly fee includes the following categories: Dependent Care Reimbursement Account, Medical Expense Reimbursement Account and/or the Independent Premium Feature. Employer reports including transaction ledger summary, payments in excess of deposits, account deposit summary, and check register are included in the online service package for the Employer.

Minimum Monthly Group Administration Fee: \$100.00

Miscellaneous Fees

- I. Postage/UPS Reimbursement: Statements/checks/direct deposit notices mailed directly to Plan participants and packages sent via UPS directly to the client.
Fee: ***First class postage and/or UPS shipping fees***
- II. Customized materials requested by the client: ***To be quoted***

Optional Services

- I. ACH/EFT service includes account setup with client bank, direct deposit of FSA reimbursements, and transfer of claim payments via ACH from the Employer designated account to the DBS Master 125-FSA account and the mailing of checks and/or direct deposit notices directly to Plan participants.
Fee: ***First Class postage reimbursement***
- II. Annual 5500 & SAR Preparation: Includes data gathering, 5500 & SAR form preparation, answers to questions regarding the form, related W2 questions.
Fee: ***\$375/year (if required for employer)***
- III. Pre-paid stored value card service (debit cards) includes bank account and system set-up, preparation, and administration for the medical reimbursement FSA account. Employer pre-funding of the debit card bank account and additional bank fees due to insufficient funds in the Employer bank account are the responsibility of the Employer. Fees for lost or stolen cards are the responsibility of the Employer or Employee.
Fee: ***Included***
Replacement Card Fee: \$5.00

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 20____, between City of Sheboygan Section 125 Flexible Benefit Plan (the “Plan”) and Diversified Benefit Services, Inc., (“Business Associate”).

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Privacy Rule, requiring certain individuals and entities subject to the Privacy Standards (each a Covered Entity) to protect the privacy of certain Protected Health Information.

WHEREAS, pursuant to HIPAA, HHS has issued the Security Rule for the protection of Electronic Protected Health Information.

WHEREAS, on March 26, 2013, the federal Health Information Technology for Economic and Clinical Health Act of 2009 was signed into law (the “HITECH Act”).

WHEREAS, the HITECH Act revised many of the requirements of the Privacy Rule and the Security Rule concerning the confidentiality of Protected Health Information and Electronic Protected Health Information, including extending certain HIPAA and HITECH Act requirements directly to business associates, and imposed certain privacy and security obligations on covered entities and business associates in addition to the obligations created by the Privacy Rule and the Security Rule.

WHEREAS, Business Associate provides Section 125 Flexible Benefit Plan Claims Processing & Administration Services to the Plan pursuant to City of Sheboygan, Section 125 – Flexible Benefit Plan Agreement for Service (the “Service Agreement”).

WHEREAS, in connection with the services provided pursuant to the Service Agreement, the Plan will make available and/or transfer to Business Associate certain Protected Health Information that is confidential and must be afforded special treatment and protection under HIPAA, as amended by the HITECH Act.

WHEREAS, in connection with the services provided pursuant to the Service Agreement, Business Associate will have access to and/or receive from the Plan certain Protected Health Information that can be used or disclosed only in accordance with HIPAA, as amended by the HITECH Act.

WHEREAS, HIPAA, as amended by the HITECH Act, requires the Plan to enter into a contract or other arrangement with Business Associate in order to mandate certain protections for the privacy and security of any Protected Health Information that may be transmitted by the Plan to Business Associate in connection the services provided by the Service Agreement, and to receive adequate assurances that Business Associate will comply with certain obligations with respect to the Protected Health Information received in connection with the services provided pursuant to the Service Agreement.

NOW, THEREFORE, the Plan and Business Associate agree as follows:

1. **Definitions:** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in the HIPAA Rules.
 - a. **Breach.** “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
 - b. **Breach Notification Rule.** “Breach of Notification Rule” shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.
 - c. **Business Associate.** “Business Associate” shall mean Diversified Benefit Services, Inc.
 - d. **Covered Entity.** “Covered Entity” shall mean the same as “The Plan.”
 - e. **Designated Record Set.** “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.
 - f. **Electronic Protected Health Information.** “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103.
 - g. **Electronic Transactions Rule.** “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.
 - h. **Enforcement Rule.** “Enforcement Rule” shall mean the Enforcement Provisions set forth in 45 CFR Part 160.
 - i. **Genetic Information.** “Genetic Information” shall have the same meaning as the term “genetic information” in 45 CFR § 160.103.
 - j. **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.
 - k. **HITECH Act.** “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
 - l. **The Plan.** “The Plan” shall mean the same as the Covered Entity, namely City of Sheboygan Section 125 Flexible Benefit Plan.
 - m. **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

- n. **Protected Health Information.** “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Plan pursuant to this Agreement.
 - o. **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
 - p. **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
 - q. **Security Incident.** “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304.
 - r. **Security Rule.** “Security Rule” shall mean the Security Standards for Protection of Electronic Protected Health Information set forth at 45 C.F.R. Part 160 and Part 164, subparts A and C.
 - s. **Subcontractor.** “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.
 - t. **Transaction.** “Transaction” shall have the meaning given the term “transaction” in 45 C.F.R. § 160.103.
 - u. **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR § 164.402.
2. **Permitted Uses and Disclosures by Business Associate.** Business Associate is permitted to use and disclose Protected Health Information only as set forth below:
- a. **Functions and Activities on Plan’s Behalf.** To provide services to the Plan as described in the Service Agreement.
 - b. **Business Associate’s Operations.** Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate’s legal responsibilities, provided that—
 - i. The disclosure is Required by Law; or
 - ii. Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will—

- (1) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and
 - (2) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.
 - c. **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.
3. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by the Plan or as Required by Law. This Agreement does not authorize Business Associate to use or disclose the Plan’s Protected Health Information in a manner that would violate the HIPAA Rules if done by the Plan, except as permitted for Business Associate’s proper management and administration, as described above.
4. **Information Safeguards.**
 - a. **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that Business Associate will carry out directly one or more of the Plan’s obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Plan in the performance of such obligations.

- b. **Security of Plan's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on the Plan's behalf.
 - c. **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Plan. In this context, a "transfer" outside the United States occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.
- 5. **Subcontractors.** Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of Business Associate; and to apply the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.
- 6. **Prohibition on Sale of Protected Health Information.** Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information.
- 7. **Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA Rules.
- 8. **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.
- 9. **Compliance with Electronic Transactions Rule.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.
- 10. **Individual Rights.**
 - a. **Access.** Business Associate will, within 21 [must be less than 30] calendar days following the Plan's request, make available to the Plan (or at the Plan's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business [DBSbenefits.com](https://www.dbsbenefits.com)

Associate's custody or control, so that the Plan may meet its access obligations under 45 C.F.R. § 164.524. If the Plan requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Plan if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with the Plan to determine an alternative form and format that enable the Plan to meet its electronic access obligations under 45 C.F.R. § 164.524.

- b. **Amendment.** Business Associate will, upon receipt of written notice from the Plan, promptly amend or permit the Plan access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of Business Associate, so that the Plan may meet its amendment obligations under 45 C.F.R. § 164.526.
- c. **Disclosure Accounting.** To allow the Plan to meet its obligations to account for disclosures of Protected Health Information under 45 C.F.R. § 164.528:
 - i. **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to the Plan or to a third party.
 - ii. **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if the Plan need not account for such disclosures under the HIPAA Rules.
 - iii. **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - (1) **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is: (1) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii)

a brief description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

(2) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including the Plan), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

iv. **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to the Plan within 45 [**must be less than 60**] calendar days following the Plan's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

d. **Restriction Agreements and Confidential Communications.** The Plan shall notify Business Associate of any limitations in the notice of privacy practices of the Plan under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from the Plan to: (1) restrict use or disclosure of Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that the Plan notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. The Plan will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

11. Breaches and Security Incidents.

a. Reporting.

- i. **Impermissible Use or Disclosure.** Business Associate will report to the Plan any use or disclosure of Protected Health Information not permitted by this Agreement not more than 10 calendar days after Business Associate discovers such non-permitted use or disclosure.
- ii. **Breach of Unsecured Protected Health Information.** Business Associate will report to the Plan any potential Breach of Unsecured Protected Health Information not later than 60 calendar days after discovery of such potential Breach. If the Business Associate is treated as the legal agent of the Plan, the number of days the Business Associate takes to report counts against the Covered Entity's 60-day deadline to provide required notifications to individuals and, in appropriate cases, to the media and HHS. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to the Plan's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying the Plan for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:
 - (A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - (B) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);
 - (C) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - (D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
 - (E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

(F) Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as the Plan may reasonably request.

(iii) **Security Incidents.** Business Associate will report to the Plan any Security Incident of which Business Associate becomes aware. Business Associate will make this report available annually, except, if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

b. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

12. Obligations of the Plan

a. **Provisions for the Plan to Inform Business Associate of Privacy Practices and Restrictions.**

i. The Plan shall provide Business Associate with the notice of privacy practices that the Plan produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

ii. The Plan shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

iii. The Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR § 164.522.

b. **Permissible Requests by the Plan**

The Plan shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan.

13. Term and Termination

a. **Term.** This Agreement shall be effective as of **1/1/2024** and shall terminate upon termination of the Service Agreement.

b. **Termination for Cause.** Upon the Plan's knowledge of a material breach by Business Associate, the Plan shall provide an opportunity for Business Associate to cure the breach or end the violation and

terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Plan, or immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

c. Treatment of Protected Health Information on Termination.

- i. Except as provided in Paragraph 13.c.ii. below, upon termination of this Agreement, for any reason, Business Associate may retain paper and/or electronic records of the Protected Health Information for a certain period of time based on the Records & Information Management (RIM) policy and the service agreement of the Business Associate following the termination of this Agreement and/or the service agreement between the parties. Business Associate shall, for as long as the Protected Health Information is retained by Business Associate, continue to protect such Protected Health Information under the same terms and conditions as if the termination of this Agreement had not occurred. At the end of such period, Business Associate shall destroy the Protected Health Information as set forth in the Records & Information Management (RIM) policy of the Business Associate. Business Associate shall destroy all Protected Health Information received from the Plan, or created or received by Business Associate on behalf of the Plan. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- ii. In the event that Business Associate determines that destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make destruction infeasible. Upon mutual agreement of the Parties that destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- iii. Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

14. General Provisions

- a. **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.
- b. **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to the Plan and to HHS to determine compliance with the HIPAA Rules.
- c. **Amendment to Agreement.** This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.
- d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- e. **Interpretation.** Any ambiguity in the Agreement shall be resolved to permit the Plan and Business Associate to comply with the applicable requirements under the HIPAA Rules.
- f. **Indemnity.** The Business Associate will indemnify and hold harmless the Plan and any affiliate, trustee, officer, director, employee, volunteer or agent of the Plan from and against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any unauthorized use or disclosure of Protected Health Information or any failure in security measures affecting Protected Health Information or any other breach of the terms of this Agreement by the Business Associate or any person or entity under the Business Associate's control.
- g. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by the law of the State of Wisconsin, except to the extent preempted by federal law.
- h. **Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- i. **Construction and Interpretation.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having

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been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

- j. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (1) by delivery in person, (2) by a nationally recognized, next-day courier service, (3) by first-class, registered or certified mail, postage prepaid, or (4) by electronic mail to the address that each party specifies in writing.
- k. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the parties, written or oral, with regard to this same subject matter.

IN WITNESS WHEREOF, Business Associate and the Plan have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

City of Sheboygan
Section 125 Flexible Benefit Plan
 THE PLAN

Diversified Benefit Services, Inc.
 BUSINESS ASSOCIATE

By: _____

By: 

Print Name: _____

Print Name: Timothy G. Pederson

Title: _____

Title: President

Date: _____

Date: 11/8/2023

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 117-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

DECEMBER 11, 2023.

A RESOLUTION authorizing the appropriate City officials to sign the January 1, 2024 - December 31, 2026 Contract between the City of Sheboygan and Sheboygan Professional Police Officers' Association.

WHEREAS, representatives from City of Sheboygan management and the Sheboygan Professional Police Officers' Association met to negotiate a renewal to the collective bargaining agreement between them and entered into a Tentative Agreement that set forth the agreed upon terms and changes in the agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to sign the January 1, 2024 - December 31, 2026 Contract between the City of Sheboygan and Sheboygan Professional Police Officers' Association, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Res. No.

CITY OF SHEBOYGAN

2024-2062

AGREEMENT

SHEBOYGAN PROFESSIONAL POLICE OFFICERS' ASSOCIATION

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

6
7 **(c) Agreement on behalf of the City:** The City hereby and herewith covenants, agrees, and represents
8 to the Association that the City, under the express limitations of this Agreement, is duly authorized and empowered
9 to covenant for and on behalf of the City and for itself represents that it will faithfully and diligently abide by and
10 be strictly bound to all of the provisions of this Agreement as herein set forth.

11
12 **(d) Non-discrimination:** The parties agree that their respective policies will not violate the rights or
13 discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin,
14 association, affiliation, or non-association, or in the application or interpretation of the provisions of this
15 Agreement.

16
17 **(e) Conditions and Duration of Agreement:** This Agreement reached as a result of collective bargaining
18 represents the full and complete agreement between the parties and supersedes all previous agreements between
19 the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the
20 unlimited right and opportunity to make demands and proposals with respect to any subject as provided by Wisconsin
21 Statutes 111.70 and that the agreements arrived at by the parties after the exercise of that right and opportunity are
22 set forth in this Agreement.

23
24 This Agreement shall remain in full force and effect until its expiration date December 31, 2026.

25
26 **(f) Negotiations:** Either party to this Agreement may select for itself such negotiator or negotiators for
27 purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as
28 such party may determine subject to the limitations under Article I (g) 4. No consent from either party shall be
29 required in order to name such negotiator or negotiators.

30
31 **(g) Timetable and Notices:**

32
33 **1.** Conferences and negotiations shall be carried on by the parties hereto, in 2026 beginning one hundred
34 and twenty (120) calendar days prior to the expiration of this Agreement.

1 2. All written notices sent by the Association to the City requesting negotiations shall be directed to
2 the Mayor and the Common Council.

4 **3.** All written notices sent by the City to the Association requesting negotiations shall be directed to the
5 President of the Association.

7 **4.** The Association shall advise the City and the Chief of Police of the names of Association members
8 named to its negotiating committee sufficiently in advance of the regularly scheduled bargaining meetings so
9 as to permit scheduling for continuity of operations within the department. The negotiating committee of the parties
0 hereto shall consist of no more than five (5) members each.

12 ARTICLE II

4 **(a) Recognition:** The City recognizes the Association as the exclusive bargaining agent of the bargaining
5 unit for the purposes of engaging in conferences and negotiations with the City on the subject of wages, hours,
6 and conditions of employment. The bargaining unit shall consist of all full-time employees in the following
7 classifications: Detective and Police Officer.

9 (b) Probationary Period:

1. Effective June 1, 2003, all new full-time employees of the Police Department shall serve a minimum probationary period of eighteen (18) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees."

25 2. Probationary employee's service may be terminated at any time by the Chief of Police, in his/her sole
26 discretion, and neither the employee so terminated nor the Association shall have recourse over such termination.

3. After an employee of the Police Department has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee of the department, and he/she shall be placed on the seniority list as of his/her date of hire as a new employee of the department.

32 (c) **Unit of Representation:** In the event new positions not now covered by the recognition provision of
33 this Agreement are created by the City through action of the City Council, and said positions would be embraced
34 within the bargaining unit, provided the parties agree that the new position should be embraced within the bargaining
35 unit, then the employees appointed to such positions shall be deemed part of the bargaining unit and shall be

1 represented by the Association, and they shall also be covered by the Agreement between the Association and the
2 City.

3
4 **(d) Cooperation:** The Association recognizes its responsibility to cooperate with the City to assure
5 maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

6
7 **(e) Consolidation:** In the event a consolidation occurs in the City, between City and/or County law
8 enforcement departments, or units thereof, the employees of which are in part or in whole within a recognized
9 bargaining unit, and such consolidation results in combining of employees in a department who were members of
10 more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations
11 Commission. The certified representative as determined by the Wisconsin Employment Relations Commission
12 pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no
13 consolidation had occurred until the expiration of the existing contract or agreement.

14 15 **ARTICLE III - MANAGEMENT RIGHTS**

16
17 **(a)** The Association recognizes the rights of the City, the Police and Fire Commission, and the Chief of
18 Police to operate and manage their affairs in all respects in accordance with the laws of the State of Wisconsin,
19 ordinances of the City of Sheboygan, and the Constitution of the United States.

20
21 **(b)** The Association recognizes the exclusive right of the Chief of Police to establish reasonable department
22 rules and regulations in accordance with the laws of the State of Wisconsin, ordinances of the City, and the
23 Constitution of the United States.

24
25 The Association recognizes the rights of the Chief of Police to promulgate reasonable rules and regulations
26 for the Sheboygan Police Department; however, the City of Sheboygan agrees that all new rules and regulations,
27 regarding mandatory subjects of bargaining, shall be submitted to the Association thirty (30) days prior to
28 implementation, with a copy sent to the Association's bargaining representative. Nothing herein shall preclude the
29 Chief from promulgating work rules and S.O.P.'s for emergency purposes so that the thirty (30) day notice is not
30 required.

31
32 **(c)** The Association recognizes the exclusive right of the Chief of Police to direct and supervise the work
33 of the employees in the department, and to hire, promote, transfer, or discipline for just cause these employees, to
34 determine work schedules, to determine the methods, means, and personnel by which work is to be conducted, and
35 the level and type of services offered, and the quality of work required.

1 (d) The Association pledges cooperation to the increasing of departmental efficiency and effectiveness.
2 Any and all rights concerning the management and direction of the Police Department and the police force shall be
3 exclusively the right of the City, the Police and Fire Commission, and the Chief of Police unless otherwise provided
4 by the terms of this Agreement as permitted by law.
5

6 ARTICLE IV

7

8 (a) Association Activity:

9

10 1. No Association member or officer shall conduct any Association business on City time except
11 as specified in this Agreement. Up to three (3) representatives of the Association shall be permitted a total of two
12 (2) hours per month for the regular Association Officers' meeting provided that permission is first obtained from
13 the Chief or his/her designated representative and collectively permitted up to a maximum of forty-eight (48) hours
14 per calendar year representing employees in the grievance procedure at a time and place designated by the Chief
15 or his/her designated representative. All such time so spent and authorized shall be without loss of pay in the event
16 that such time occurs during normal duty hours. Permission shall not be unreasonably denied.
17

18 2. A reasonable attempt shall be made to conduct negotiations outside of the regularly scheduled work
19 hours of designated Association representatives insofar as is practical. If such meetings are not conducted outside
20 the regularly scheduled work hours, the period of time such Association representatives shall be present at such
21 meetings shall not be deducted from their pay. Said pay shall apply to no more than three (3) of such representatives.
22 Under no circumstances will payment be made for time spent outside the regularly scheduled workday or workweek.
23

24 (b) **Dues Deduction:** The City agrees to deduct from the wages of any Association member all Association
25 membership dues and fees uniformly required by the Association from employees who have signed a voluntary dues
26 deduction form and provided such form to the City. With respect to newly hired members, such deduction will
27 commence on the month following the City's receipt of the newly hired member's voluntary dues deduction form.
28 The City also agrees to continue the practice of deducting voluntary employee deductions from the wages of
29 employees of the department, including but not limited to credit union deductions, United Fund deductions,
30 bond and insurance deductions, and such other deductions of a similar nature as are now being deducted. The
31 Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments
32 brought or issued against the City as a result of any action taken or not taken by the City under the provisions of
33 this Article.
34

35 ARTICLE V

36

(a) Grievance Provisions:

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

2. Both the Association and the City recognize that grievances and complaints shall be settled promptly and at the earliest possible time and step.

3. Class grievances involving the general interpretation, application, or enforcement of the terms of this Agreement shall be initiated by the Association at Step 2 of this procedure.

4. The person or persons having the grievance may have a representative of the Association to represent them without loss of pay at any step in the procedure. However no individual hearing a grievance need recognize more than one (1) representative in addition to the employee or employees having the grievance, except that in Step 3, set out below in Section (c), Subsection 3, two (2) representatives in addition to the person or persons having the grievance may be present.

5. The individual hearing the grievance shall determine the time and place for such hearing within the time limits described in this article.

6. Departure from the steps of the procedure or change in time limits may be made with permission of the Chief or his/her designated representative upon request of either party when mutually agreed to by the Chief and the aggrieved party and his/her representative.

(b) Items Exempt From Consideration for Processing Under This Procedure Include the Following:

1. Disciplinary actions, job classifications, promotional procedures as are provided by Section 62.13, Wisconsin Statutes, or any other matter provided for in that statute. With regard to the foregoing matters, Section 62.13, Wisconsin Statutes, will apply rather than the grievance procedure.

2. Department operations, including orders given, response to such orders, and the carrying out of required duties, except as otherwise provided by this Agreement.

(c) Steps in the Grievance Procedure:

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

6
 7 **2. Step 2:** If the aggrieved employee decides the reply of the shift supervisor is unsatisfactory, the
 8 aggrieved employee, or Association representative, may within ten (10) days of the supervisor's response
 9 submit the grievance in writing to his/her Captain, or his/her duly designated representative, with a copy to the Chief.
 10 The grievance shall set forth the date of the alleged violation, the article and section of the contract that is claimed
 11 violated, the facts of the grievance, and the relief sought. Up to two (2) Captains shall within ten (10) days of
 12 receipt of the written grievance hold an informal meeting with up to two (2) Association representatives. Either
 13 party may invite up to two (2) aggrieved employees to the meeting for the purpose of presenting and explaining the
 14 facts of the grievance. The aggrieved employee(s) shall be excused after presenting the facts and answering questions
 15 of the Association representative and management representative. The Captain, or his/her designated representative,
 16 shall, within seven (7) days of the meeting, furnish the Association representative with a written response either
 17 granting or denying the grievance, and the reason for such decision, with a copy to the Chief.

18
 19 **3. Step 3.** The grievance shall be considered settled at Step 2 unless the Association representative appeals
 20 the grievance in writing to the Chief, or his/her designated representative, within ten (10) days after the written
 21 answer to Step 2. The Chief, or his/her designated representative, shall hold a meeting within twelve (12) calendar
 22 days if deemed necessary, and shall reply in writing within ten (10) days after the presentation of the grievance at Step
 23 3, or after the meeting, if held. A copy of the written response shall be distributed as provided in Step 2 above. The
 24 decision of the Chief of Police shall be final on all matters pertaining to the Police Department operation, except as to
 25 rights granted by this Agreement.

26
 27 **4. Step 4:** If a timely written grievance, limited to the interpretation, application, or enforcement of the
 28 express terms of this Agreement has not been disposed of as aforesaid to the satisfaction of either party, the
 29 City or the Association representative, no later than ten (10) days after receipt of the answer to the grievance
 30 under Step 3, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A
 31 copy of such request shall be forwarded to the other party (the Director of Human Resources and Labor Relations or
 32 the Association representative).

33
 34 The selection of an impartial arbitrator shall be as follows: The City or the Association representative will request the
 35 Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator.
 36 After such panel of names is received, the Director of Human Resources and Labor Relations, or his/her designee, and

1 the Association representative shall alternately eliminate names from such list until one name remains, with the
2 appealing party making the initial elimination. Such remaining person shall then become the arbitrator.

3
4 The Arbitrator shall first determine whether the dispute is arbitral under the express terms of this Agreement.
5 Once it is determined that the dispute is arbitral, the arbitrator shall proceed to determine the merits of the dispute
6 submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no
7 power to modify, amend, add to, or subtract from the language of the Agreement in arriving at a determination of any
8 issue presented to him/her for arbitration within the limitations expressed herein. The decision of the arbitrator
9 shall be final and binding on both parties.

10
11 The expenses for the services of the impartial arbitrator and proceedings shall be borne by the party
12 whom the decision is rendered against; however, each party shall be responsible for compensating its own
13 representatives, witnesses, and such other expenses incurred in the process of selecting an arbitrator and during
14 the arbitration process.

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

19
20 **(d) Disciplinary interviews:**

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

- 24
25 1. To be notified of a name and official capacity, if any, of all persons present during said interview(s).
26
27 2. To be notified of the nature of the questioning before any questions are directed to the officer.
28
29 3. To have present another member or attorney of his/her choosing during said interview(s), if requested.
30
31 4. To refuse to answer any questions if any of the above rights are denied to him/her.
32
33 5. To be notified if any conversation is being recorded at said interview(s).
34
35 6. To have access to personnel record inspections in accordance with State Statute 103.13.
36

1 7. To be governed by State Statute 942.06 regarding polygraph tests.

2
3 **(e) Grievances of cases involving discipline:**

4
5 1. The employer shall not discharge or otherwise discipline any officer without just cause. Discharge or other
6 disciplinary actions shall be by written notice to the officer and to the union. Such notice shall state the reason for the
7 disciplinary action and shall be provided to the officer and union no later than the effective date of the action.

8 2. A dispute concerning discharge or discipline, including removal, suspension, reduction in rank and
9 suspension and reduction in rank, and any other discipline of any kind, shall be processed through the statutory
10 procedures in Wis. Stats. Sec. 62.13.

11 3. No officer shall be subject to discipline except for violation of an order, applied in an evenhanded manner
12 without discrimination, and of which the officer had notice, following a fair and impartial investigation that uncovers
13 proof sufficient to substantiate both the charge made and the reasonableness of the penalty.

14
15 **ARTICLE VI - SENIORITY**

16
17 **For purposes of layoff and continuity of service:**

18
19 **(a)** Length of service for the purpose of this article is to be measured from the original date of hire as a
20 police officer with the Police Department, unless otherwise specified herein.

21
22 **(b)** Seniority shall be broken and employment terminated for any of the following reasons:

23
24 1. The employee retires, or

25
26 2. The employee resigns from the police department, or

27
28 3. The employee is discharged and the discharge is not reversed, or

29
30 4. The employee is not recalled from layoff for a period of two (2) years, or

31
32 5. The employee is recalled from a layoff and does not report for work within three (3) calendar weeks, or

33
34 6. The employee does not return at the expiration of a leave of absence, or
35

1 7. The employee gives a false reason in requesting a leave of absence or engages in other full-time
2 employment without authorization during such leave of absence, or

4 **8.** The employee knowingly falsified information on his/her application for employment material to his/her
5 employment status, or

7 9. A settlement with the employee has been made for total disability under the Worker's Compensation Act.

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

3 (d) As to all other matters relating to seniority, Chapter 62.13, Wisconsin Statutes, shall apply.

5 (e) Dismissals and reemployment:

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

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

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

3 ARTICLE VII

1 **(a) Pay Plan:** Wages of bargaining unit members shall be paid biweekly. The administration of the pay plan
 2 shall be in accordance with the salary and wage ordinances, and the City reserves the right to make correction of clerical
 3 errors to the salary and wage ordinances if any are found.

4
 5 **1. Direct Deposit.** Effective January 1, 2000, all wage payments made by the City of Sheboygan to members
 6 of the collective bargaining unit will be by means of direct deposit.

7
 8 **2. Two-Week Holdback Pay System.** In 2010, the City and the Union agreed to standardize the payroll
 9 system to make pay periods based on a two-week holdback.

10
 11 **(b) Rates of pay:**

12
 13 **1.** The parties agree that the wages paid to bargaining unit members covered by this Agreement
 14 shall be increased as follows, in accordance with the applicable salary and wage ordinances
 15 of the City of Sheboygan, and any appropriate amendments, and the pay schedules for members
 16 of the Police Department hereto attached as Appendix A to this Agreement.

17
 18 **2.** All bargaining unit members working a 5-3 work schedule for Steps 1 through 5 will be rounded
 19 off so that the biweekly pay is divisible by 77.48 hours in even cents per hour. For all bargaining
 20 unit members working a 5-3/5-2 or 5-2/ 5-2/ 4-3 or variant of that work schedule for Steps 1
 21 through 5 rounded off so that the biweekly pay is divisible by 77.96 hours in even cents per
 22 hour. A 2022 wage increase of two and one-half (2.5) percent effective January 1, 2022. A 2023
 23 wage increase of one (1.0) percent effective January 1, 2023, and two (2.0) percent on the 15th
 24 payroll in 2023.

25
 26 **3.** Education credit: Effective January 1, 2019 the lump sum educational payments were
 27 discontinued and transitioned to an additional hourly amount being added to the pay
 28 schedule. This was done by creating separate pay schedules for Police Officers, Police
 29 Officers with Associate Degrees (additional \$0.20 per hour) and Police Officers with
 30 Bachelor's Degree (additional \$0.35 per hour); as well as for Detectives, Detectives with
 31 Associate Degrees (additional \$0.20 per hour), and Detectives with Bachelor's Degree
 32 (additional \$0.35 per hour). The additional amount was added to the hourly pay of the
 33 schedule at all steps in the schedule. Effective January 1, 2024, Police Officers and Detectives
 34 with Master's Degrees will receive an additional \$0.50 per hour.

Employees hired prior to 1/1/2012 with 60 college credits on 1/1/2021 will receive pay on the Associate Degree schedule. Employees earning a degree are placed in the appropriate schedule upon hire or during the first pay period of the new year following their being awarded the degree. The department will provide a list of employees newly eligible to payroll in December of each year. The employee must notify the department and provide documentation upon being awarded a degree.

(c) Work Schedule:

1. The normal workday schedule for members working a 5-3 work schedule and such members of the department that the Chief of Police shall deem advisable to be included herein, shall be as follows:

1 increment of 5 days on and 3 days off, of which:

Days 1 and 2 shall be eight and thirty-three hundredths (8.33) hours of work each

Day 3 shall be ten and eighty-three hundredths (10.83) hours of work

Days 4 and 5 shall be eight and thirty-three hundredths (8.33) hours of work each

Three (3) days off.

Then repeat cycle.

2. All other members of the bargaining unit not assigned to the work schedule set forth in subsection 1 above shall work such duty hours as the Chief of Police may prescribe pursuant to the thirty-eight and ninety-eight hundredths (38.98) hour average week limitation and overtime benefits, with a work schedule as follows:

1 increment of five (5) days on and two (2) days off,

1 increment of five (5) days on and three (3) days off,

Then repeat the cycle.

Or

1 increment of five (5) days on and two (2) days off,

1 increment of five (5) days on and two (2) days off,

1 increment of four (4) days on and three (3) days off,

Then repeat the cycle.

Or a variation of the above 21 day cycle as shown in the table below with the rotation for groups 1-3 beginning on Monday and group 4 beginning on Tuesday.

WORK CYCLE	GROUP 1	GROUP 2	GROUP 3	GROUP 4
1	5-2	5-2	4-3	4-2
2	5-2	4-3	5-2	5-2
3	4-3	5-2	5-2	5-3

1 Should any state or federal law or regulation result in the work schedule being in excess of permissible
2 straight-time hours which results in an increase in the financial benefit to any employee, the parties hereto agree to
3 immediately negotiate a revised schedule to adjust said excess.

4
5 3. Temporary changes can be made in the schedule by the Chief of Police when in his/her judgment it
6 would be in the best interest of the public protection.

7
8 4. Changes in duty days off may be made between employees within the duty schedule of an employee
9 when said changes, in the judgment of the Chief or his/her designated representative, will not hinder the efficient
10 operation of the department and said changes are approved by the Chief or his/her designated representative at least
11 one (1) day prior to the change in duty schedule. The City shall have no liability for overtime payment because of
12 changes in duty hours set forth in this provision. All trades of duty days must be repaid by December 31 of the year
13 in which they occur.

14
15 5. Police personnel covered under this agreement may be permitted to accumulate reserve days
16 not to exceed three (3) in number when in the judgment of the Chief or his/her designated representative said
17 changes do not interfere with the efficient operation of the department. The City shall not be liable for any overtime
18 or other additional payments as a result of changes in duty hours.

19
20 Said request shall be made at least one (1) day but in no event more than three (3) months prior to
21 the change in duty schedule. A maximum three (3) month repayment period is allowed, provided such repayment has
22 been completed by December 31 of the year in which they occur.

23
24 6. Police personnel covered under this agreement and assigned to the 5-2/ 5-2/ 4-3 schedule or
25 variant of may be permitted to accumulate reserve days not to exceed six (6) in number when in the judgment of
26 the Chief or his/her designated representative said changes do not interfere with the efficient operation of the
27 department. The City shall not be liable for any overtime or other additional payments as a result of changes in duty
28 hours.

29 Said request shall be made at least one (1) day but in no event more than six (6) months prior to the
30 change in duty schedule. A maximum six (6) month repayment period is allowed, provided such repayment has been
31 completed by December 31 of the year in which they occur.

32
33 7. Effective May 3, 2018, new members hired who are not certifiable because they have not graduated
34 from an academy in the State of Wisconsin within the last three years, and are not eligible for any of the State's
35 reciprocity programs, shall follow an "Academy Wage Schedule" until successfully completing the academy and being

assigned to field training to cover orientation and academy training. During this time, the wage rate shall be that which is identified in the Academy Wage Schedule, with a maximum of 40 (forty) hours per week, 5 (five) days per week, including a reimbursement for meals to match reimbursement from 3rd party. Pay from Grade 13, Step 1, consistent with the new member's education incentive, will start at the beginning of the pay period during which they are assigned to field training.

(d) Shift Premium: Shift premium pay shall be applicable to employees who are regularly assigned to an afternoon or night shift as hereinafter defined. Temporary rescheduling of shifts for less than three (3) calendar months shall not be considered in computing premium pay.

1. Effective January 1, 2010, employees regularly assigned to a shift falling between the hours of 3:00 p.m. and 3:00 a.m. shall be deemed working the afternoon shift and will receive \$30.00 biweekly.

2. Effective January 1, 2010, employees regularly assigned to a shift falling between the hours of 8:00 p.m. and 8:00 a.m. shall be deemed working the night shift and will receive \$35.00 biweekly.

3. The union maintains the right to negotiate the dollar amounts indicated in the above sections.

(e) Lunch Period: If requested, the City shall permit a lunch period of thirty (30) minutes. Lunch periods and breaks may be delayed or re-scheduled at the discretion of the shift supervisor, and shall not be unreasonably denied.

(f) Overtime:

1. Circumstances under which paid: Overtime shall be paid under the following conditions:

a. When the employee performs work in excess of either the regular workday (8.33 hours) including report time or the extended workday (10.83 hours) as set forth in Section (g) below or in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day work period established pursuant to the Section 7K exemption of the Fair Labor Standards Act.

b. When the employee's daily schedule is temporarily changed at the request of management and results in the employee performing work in excess of eight and thirty-three hundredths (8.33) hours in any twenty-four (24) hour period, excluding report time as set forth in Section (g) below. (Said twenty-four (24) hour period commences when the employee begins work.)

1 The extended work day shall not be used to implement this subsection [(f) 1.b.]. Commentary: The extended
2 work day shall not be overtime nor cause additional overtime to be accrued.

3
4 The extended work day shall never influence the 24-hour overtime standard.

5
6 **2. Overtime Compensation:** Compensation for overtime work shall be paid at the rate of one and one-half
7 (1-1/2) times the regular rate of pay as provided below except that members of the bargaining unit working overtime
8 on a holiday as defined in Article VIII(b)(3) shall receive two (2) times their regular rate of pay for said holiday
9 time work beyond the 8.33 hour workday or beyond the extended workday of 10.83 hours.

10
11 **3. Overtime Accrual - Compensatory Time:** All overtime pay shall be accumulated as compensatory time
12 off subject to the limits imposed by the Fair Labor Standards Act. Any employee who has accrued the maximum
13 amount of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation at
14 the applicable rate. Compensatory time available to an employee shall be reflected by records kept by the
15 department and shall be paid to the bargaining unit member as overtime pay at the rate of one and one-half (1-1/2)
16 times the applicable rate as required by law bi-weekly. Effective January 1, 2024, members of the bargaining unit will
17 be permitted to retain 120 hours of compensation time. After that, all overtime hours will be paid out as earned. All
18 accumulated compensatory time will be paid out on the last payroll of the year at current rate of pay. Members who
19 wish to have earned compensatory time paid prior to the last payroll of the year shall complete a "sellback request"
20 available through the department's automated scheduling and payroll system. Sellback requests must be completed in
21 full-hour increments. The sellback request shall include the number of compensatory time hours the employee wishes
22 to have paid. The sellback request will be forwarded to payroll and will be paid on the following pay period. Members
23 who wish to participate in a bi-weekly payout and not accumulate their overtime must sign-up each year for this option
24 (sign-up forms will be distributed by payroll in December of each year).

25
26 **4. Use of Compensatory Time Off:** Members of the bargaining unit may take compensatory time off for
27 which overtime is required by this section in lieu of overtime cash payments. Requests for compensatory time off
28 must be approved by the Chief of Police or his/her designee. Compensatory time off will not be granted during a
29 period of unusual manpower need or if the granting of such time would unduly disrupt the operation of the department
30 as determined by the Chief or his/her designee. "Compensatory time" or "compensatory time off" is defined to mean
31 hours during which an employee is not working, which are not counted as hours worked during the applicable
32 workweek or other work period for purposes of overtime compensation, and for which the employee is compensated
33 at the employee's regular rate.

34
35 **5. No Pyramiding, Duplication or Compounding:** Application of provisions contained in this section shall
36 not involve pyramiding, duplicating, or compounding of overtime.

1
2 **6. Overtime Assignment.** On-duty Assignments. At the discretion of the Chief of Police, or his designee,
3 overtime opportunities for on-duty police assignments may be posted in advance for the purpose of filling staffing
4 needs. Assignments will be decided under the following guidelines.

- 5
6 (1) First, by shift-specific seniority. The most senior Officer assigned to the respective shift who signs up
7 for the posted overtime will receive the assignment.
8 (2) Second, by seniority within the Patrol Division. If no shift Officers sign up for the posted overtime, the
9 assignment will be awarded to the most senior Officer, regardless of shift.
10 (3) Third, by seniority within the Bargaining Unit, to include Detectives.
11 (4) Fourth, if no Officers volunteer for the posted overtime, members of the Supervisory Association may
12 volunteer.
13 (5) Finally, by Supervisory assignment. Officers will be assigned according to the established past practice
14 of utilizing the previous shift Officer for the first half of the shift, and the following shift Officer for the
15 second half of the shift. (Example: volunteers do not fill 1500-1900 and 1900-2300 postings. The least
16 senior Shift #1 Officer would be assigned 1500-1900, while the least senior Shift #3 Officer would be
17 assigned 1900-2300.) Supervisors will not assign Officers who are working their extended (10.5) day, on
18 their regular day off, or have been called in early.

19
20 It will be the Officer's responsibility to check the shift board for available overtime postings. At the close of the sign-
21 up period, overtime assignments will be posted on the respective shift boards. Officers who volunteer have the
22 responsibility to verify if they have received the assignments they may have selected. Shift Supervision will notify
23 Officers who have been assigned when no one volunteers for a specific posting.

24
25 Overtime postings shall be in increments of four (4) hours or less. Supervision retains the right to cancel assignments
26 if circumstances dictate that the Officer is not needed. All posted overtime assignments, whether voluntary or assigned,
27 will be finalized at least forty-eight (48) hours in advance. Officers will not be compensated for canceled overtime or
28 calling in sick for a scheduled overtime assignment.

29
30 **7. Special Event Assignments.** In addition, overtime opportunities may exist for special events (e.g. Brat
31 Days, Lakefest, July 4th Celebration, etc.). Assignments will be made under the following guidelines:

- 32 (1) First by exclusive seniority of all members of the Bargaining Unit, to include Detectives.
33 (2) Second, if no Officers volunteer for the posted overtime, members of the Supervisory Association may
34 volunteer.
35 (3) Finally, by Supervisory assignment, following the established past practices relating to such assignments.

1 **(g) Report Time:** Each member of the bargaining unit will be required to report to work twenty (20)
 2 minutes prior to the beginning of each shift for roll call training, briefing, and other duty assignments. In addition
 3 to above, effective June 5, 2002, Detectives will be required to report to work an additional ten (10) minutes prior to
 4 the beginning of each shift for roll call training, briefing, and other duty assignments, which shall be reported on the
 5 timecard and compensated at the regular rate of pay.

6
 7 **(h) Longevity Pay:** All members of the bargaining unit whose performance is satisfactory shall receive
 8 longevity pay according to the schedule in Subsection 1. Such longevity pay shall be paid commencing on the first full
 9 regular pay period following entitlement thereto:

10
 11 **Step 6.** After five (5) years' continuous service and one (1) year at maximum rate, an addition of one and one-
 12 half (1.5) percent added to Step 5.

13
 14 **Step 7.** After ten (10) years' continuous service and one (1) year at maximum rate, an additional (one and
 15 one-half (1.5) percent for a total of three (3) percent added to Step 5.

16
 17 **Step 8.** After fifteen (15) years' continuous service and one (1) year at maximum rate, an additional one and
 18 one-half (1.5) percent for a total of four and one-half (4.5) percent added to Step 5.

19
 20 **Step 9.** Effective January 1, 2002, after twenty (20) years of continuous service and one (1) year at maximum
 21 rate, an additional one and one-half (1.5) percent for a total of six (6.0) percent added to Step 5.

22
 23 **Step 10.** Effective January 1, 2010, after twenty-five (25) years of continuous service and one (1) year at
 24 maximum rate, an additional two (2) percent for a total of eight (8) percent added to Step 5.

25
 26 **2.** In the event a member of the Association is **promoted** to a class grade with a higher pay range, the
 27 **entrance rate** shall be at the lowest step in the higher class grade that will provide an increase of no less than eight (8)
 28 percent over his/her regular class grade rate prior to such promotion or other such rate within the applicable range as
 29 he/she may be entitled to by reason of crediting him/her with prior experience that is directly related to the new
 30 position. The Police Department salary schedule for members of the bargaining unit is attached hereto as Exhibit "A"
 31 and incorporated herein this article.

32
 33 **(i) Call-out Pay:**

34
 35 1. Members of the bargaining unit who are called back to duty outside of their regularly scheduled
 36 hours shall receive call-out pay for authorized extra time for special events, court appearances, training, and

investigations pursuant to their official duties at a minimum of two (2) hours at time and one-half (1-1/2) for each such special call out, providing a minimum interval of two (2) hours exists between the start of each call out and the officer's regular duty shift. Officers are required to respond immediately to all call-outs as directed. Time and one-half (1-1/2) will be paid for actual firearm training time in excess of the regular workday. Any requests for call-out pay shall be coded as such by the employee in the department's time management system.

2. All **witness fees** paid to members of the bargaining unit which arise out of their employment duties shall be paid to the Finance Director/Treasurer's Office.

3. **On-Call/Detectives:**

- Detectives shall receive an additional \$75.00 bi-weekly on-call pay for carrying a phone or pager.

(j) Court Cancellations: An officer required to appear in court as a result of his/her employment duties, except civil actions not involving the City, shall be eligible for two (2) hours' compensation at his/her regular rate of pay in the event the scheduled case is cancelled after 5:00 pm the day before the hearing. In the event that an officer is eligible for court cancellation pay, and the scheduled court appearance time is within two (2) hours of the officer's scheduled starting time, then the officer shall be eligible for compensation at his/her regular rate of pay from the time of the scheduled appearance to the time of the members scheduled starting time. To be eligible for such compensation, the employee must consult the current court calendar to determine the status of the case. Said pay shall not apply if the officer is reimbursed from any other source for said service.

(k) Duty-incurred Disability Pay:

1. A bargaining unit member who sustains a compensable injury while performing within the scope of his/her employment as provided by Chapter 102, Wisconsin Statutes, 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, not to exceed six (6) months per injury, and providing such person endorses his/her compensation check from the insurance carrier over to the City Finance Director/Treasurer for deposit in the proper fund. After the expiration of the six (6) months, said person shall receive only the compensation payment awarded him/her by the insurance carrier or such payments he/she is entitled to pursuant to law. The amount thus received in excess of the payments to which the employee shall be entitled under the provisions of the Worker's Compensation Act, shall be attributable and applied as an off-set by the City to any claim which the employee may be entitled to because of a permanent injury sustained.

2. In no case shall a person receive duty incurred disability pay for more than twelve (12) months not to exceed (250 working days), in one's lifetime. The "days" will simply be converted to hours as follows:

1 Officers: 2,095 (77.48 bi-weekly hours plus report time)

2 Detectives: 2,107 (77.96 bi-weekly hours plus report time)

3
4 **3.** During any time in which a person is receiving duty incurred disability pay, all the rights and benefits
5 he/she is entitled to as a member of the bargaining unit shall continue to accrue, including, but not limited to, sick leave
6 and vacation time.

7
8 **4.** When a person qualifies for duty incurred disability pay, such pay will have priority over, and be paid
9 before, any accrued sick leave time or sick leave pool time is paid to such person.

10
11 **5.** Members of the Police Department who have not completed an initial one (1) year period as new
12 members of the department shall not receive duty-incurred disability pay from the City for any physical condition or
13 aggravation of a physical condition preexisting the date of hire of such persons.

14
15 **(I) Severance Pay:**

16
17 **1. Upon retirement, layoff without cause** on the part of the employee, or death, an employee, or the
18 employee's estate, will receive the following severance pay, less any amount paid out as a result of any previous
19 terminations.

20
21 **Vacation:** All unused vacation pay and earned vacation pay prorated for all completed months of service
22 from January 1 to the date of retirement.

23
24 **Compensatory Time:** Payment for any accumulated overtime work performed.

25
26 **Sick Leave.** A full-time employee is entitled to payment for all accumulated sick leave, not in excess
27 of seventy-five (75) days effective January 1, 2011, at his/her regular rate of pay exclusive of holiday pay upon
28 retirement, termination without cause, or death, less any paid out as a result of any previous terminations.

29
30 **Uniform and Equipment Account.**

31 **See Article XIV, Section (a), Subsection 4.**

32
33 **2. Upon voluntary termination,** an employee will receive the following severance pay less any amount
34 paid out as a result of any previous terminations.

35
36 **Vacation: All unused vacation pay.**

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During the initial selection period for vacation for the upcoming calendar year, when all full days, either the regular eight (8) or the extended ten and one-half (10-1/2) hour day(s) have been selected and hours remain, the following process will be followed: The employee may, for one (1) shift per year, add remaining hours to extra hours to equal an eight (8) or ten and one-half (10-1/2) hour day. That day can then be picked as part of the regular vacation selection process. Alternately, the officer can select one (1) day on which to use all of the remaining vacation hours at the beginning or end of a workday and work the balance of that day. That one (1) part day can then be picked as part of the regular selection process. Alternately, the officer can schedule the hours off later at a time mutually agreed upon with supervision.

2. Two (2) members shall be allowed off per day, per shift, on the initial vacation selection, for those members assigned to Patrol Division. Additional vacation time may be used at the discretion of the shift supervisor. Members assigned to CID or special units may take vacation at the approval of their supervisor. Vacation time may also be used in one (1) hour increments up to eight (8) hours or ten and one-half (10.5) hours on extended day, at the discretion of shift supervision, and subject to cancellation as extra time. Vacation time, once selected may be shifted to other days throughout the year if, at the discretion of the supervisor, manpower requirements for that day are satisfactory.

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

(b) Holidays:

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

2. Members of the bargaining unit required to work on holidays shall receive in addition to their regular pay, hour for hour additional pay at the employee's straight time rate of pay up to a maximum of ten and one-half (10-1/2) hours, of Subsection 1 above. Such additional straight time shall be paid in compliance with the employees' overtime payout options.

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

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

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

*Independence Day or the date of official celebration as designated by the Common Council. It is understood that the day designated by the Common Council for the Independence Day celebration will be the only day recognized as the holiday.

(b) One (1) Floating Holiday only for officers on the 5-2, 5-3 or 5-2/ 5-2/ 4-3 or variant of that work schedule.

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

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

b. Double time rate of pay for hours worked.

c. Up to ten and one half (10.5) hours holiday pay as defined in Section (b)2 above.

(c) Bereavement Pay:

1. Effective upon ratification of the 2007-2009 contract, the City will pay for each day of approved absence from work for any of the five (5) normally scheduled workdays (to include regularly scheduled extended workdays) that fall either directly before or directly after the date of the funeral, not to include already scheduled regular days off, for time necessary to attend or arrange for funerals of spouse, children, parents of an employee. The City will pay for each day of approved absence from work for any of the three (3) normally scheduled workdays (to include regularly scheduled extended workdays) that fall either directly before or directly after the date of the funeral, not to include already scheduled regular days off, for time necessary to attend or arrange for funerals of mothers or fathers-in-law, brothers, sisters or grandchildren of an employee. In addition, employees will be accorded time off to attend the funeral services of grandparents up to a maximum of one (1) day when authorized in advance by the Chief of Police.

2. A member of the bargaining unit excused from work under this section shall receive eight (8) hours (or ten and one-half [10.5] hours for an extended day) at his/her regular rate of pay per each scheduled day of work

1 excused in accordance with Section (c)1. Time thus paid will not be counted as hours worked for purposes of
2 overtime.

4 **ARTICLE IX - SPECIAL LEAVE**

5
6 (a) Members of the bargaining unit who have satisfactorily completed an initial one (1) year period
7 as new members of the department and who voluntarily leave the City's service by request of the Federal
8 Government to enter the active service with the armed forces of the United States shall be given a leave of absence
9 upon written request. Said persons shall be entitled to be reinstated according to the applicable laws governing such
10 reinstatement. To be eligible for such reinstatement, the person must be honorably discharged from the active service
11 of not more than four and one-half (4-1/2) years. All leaves of absence for military service shall be without pay and
12 benefits.

13
14 Leaves of absences and benefits during military reserve training for Reservists and members of the National
15 Guard shall be in accordance with applicable laws; currently, U.S. Department of Labor, Chapter 43 of Part III of
16 Title 38, U.S. Code.

17
18 (b) The provisions of Article 18, sections 107-113, of the Municipal Code of the City of Sheboygan are
19 recognized and made a part of this Agreement by this reference.

21 **ARTICLE X - SICK LEAVE**

22
23 (a) Each member of the bargaining unit shall accumulate sick leave days of one (1) day for each completed
24 month of service with the department.

25
26 (b) Effective January 1, 2011, unused sick leave will be accumulated up to a maximum of one hundred forty
27 nine (149) working days. Unused sick leave in excess of one hundred forty-nine (149) working days per person shall
28 be pooled in the Police Department sick leave pool and may be restored, pursuant to the terms of this article, for use of
29 the members of the Police Department.

30
31 (c) The sick leave pool shall be under the jurisdiction of the Chief of Police who will administer this section
32 after consultation with an advisory committee from the Association of no more than two (2) employees. A member
33 of the department is not eligible to participate in the sick leave pool if he/she is able to perform light-duty work,
34 or he/she is eligible for any other benefit program including, but not limited to, the following:

- 35 1. Duty-incurred disability pay
36 2. Base sick leave pay

1 3. City-paid retirement disability programs

2 4. City-paid annuity programs

3 5. Worker's compensation benefits

4 6. Vacation pay

5 7. Social Security disability pay

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

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

13
14 An employee who is using sick days from the sick leave pool shall furnish an updated Physician's Report from
15 his/her physician on the form prescribed by the City every thirty (30) days. Said report will be reviewed by the Chief
16 and the Association Advisory Committee to determine his/her eligibility to continue using sick leave from the sick
17 leave pool.

18
19 The Chief of Police will advise the employee of his/her decision in writing within fifteen (15) working days after receipt
20 of the above information.

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

30
31 **(e)** Members of the bargaining unit absent from work on legal holidays, during sick leave, vacation, or
32 disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence
33 with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they
34 were on duty subject to the maximum accumulation of one hundred forty-nine (149) days as set forth in Section (b)
35 above, effective January 1, 2011.

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

8
9 (g) Sick leave will be recorded in two hour increments.

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

16 17 **ARTICLE XI - TRAINING AND PHYSICAL FITNESS**

18 19 **(a) Required Training:**

20
21 1. Members of the bargaining unit required to attend necessary job-related police training or education out
22 of the City shall receive full pay for time spent attending school within the limits of Municipal Code, Section 18-
23 109, and upon approval of the Chief of Police.

24
25 2. A member of the bargaining unit required to attend police courses above shall be eligible for tuition and
26 textbook reimbursement for courses successfully completed within the limits of any ordinance pertaining thereto and
27 the Police Department budget.

28
29 The Police Department shall provide all required training for its employees.

30
31 Accordingly, employees of the Association having completed their normal eight (8) hour shift and having at
32 least eight (8) hours between the end of their shift and the start of training time shall not be entitled to overtime
33 compensation.

34
35 For purposes of training, if an employee is required to work on a day off, the employee shall receive reserve
36 days in lieu of overtime compensation.

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

4
5 **(b) In-service Training:**

6
7 **1.** In-service training, including such time as may be required at the police pistol range shall be conducted in
8 every practical instance during duty hours on City time.

9
10 **2.** Each member of the bargaining unit assumes full responsibility for learning and knowing the
11 material presented at training sessions and further agrees to maintain a level of professional competence to perform
12 the work assigned to him/her.

13
14 **3.** Each member of the bargaining unit assumes full responsibility for maintaining a level of physical
15 and mental fitness necessary to perform the work assigned to him/her.

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

18
19 **1.** Effective January 1, 2010 the City will pay for tuition and textbooks within the budgetary limits not
20 to exceed \$300.00 (three hundred dollars) per employee per year to attend courses directly related to their current
21 duties as Police Officer as determined by the Chief and upon approval of the Chief providing the employee
22 satisfactorily completes said course.

23
24 **2.** In no event shall there be any payments of these benefits where an employee is eligible for Veteran
25 Administration benefits, grants, or other reimbursement for said tuition and textbooks.

26
27 **3.** Each employee assumes full responsibility for learning and knowing the material presented at training
28 sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary
29 to perform the work assigned to him/her.

30
31 **4.** Both parties to this Agreement recognize that physical fitness is of paramount importance in the police
32 service. Persons employed in the police service are expected and frequently required to perform at emergencies under
33 extremely high levels of physical effort and stressful conditions. Physical fitness is a condition of employment.

34
35 **(d) Physical Examinations:** For sufficient reason, physical examinations may be required by the Chief of
36 Police at any time at the expense of the City; None of the designated doctors may be the member's own family

1 physician. Such doctor shall furnish to the Chief of Police the completed medical examination form certifying as
 2 to the physical condition of the member so examined. Any certification as to mental condition shall be made by a
 3 licensed psychiatrist or psychologist. Association may appeal at member's expense. Upon request, a copy of the
 4 completed medical examination form will be promptly provided to the member by the Chief of Police or designee.

5
 6 **Drug Screening:** Physical examinations conducted pursuant to section (d.) may include a drug screening test
 7 for the following:

8 Amphetamine
 9 Cocaine Metabolite
 10 Opiate
 11 Phencyclidine
 12 Marijuana Metabolite

13 14 **ARTICLE XII**

15 **(a) Health Insurance:**

- 16
 17 1. The City is self-insured for health insurance and agrees to comply with all State of Wisconsin insurance mandates.
 18
 19 2. Members of the Association shall have the same premium contribution amounts and percentage and all other related
 20 health insurance options equal to the Non-represented City of Sheboygan employees.
 21
 22 3. Effective July 1, 2001, the City shall provide a **flexible benefits plan** available to Police Officers' Association
 23 members. The benefits plan shall cover medical and child care expenses. The plan shall be subject to the limits and
 24 constraints set by the Federal Government (IRS).
 25
 26 4. All benefits shall be subject to the standard provisions set forth in the policy or policies, including "other
 27 coverage" and "subrogation" amendments. The City's obligations under this Agreement to provide insurance
 28 benefits to members of the bargaining unit cease when the member is laid off, discharged, or quits.
 29
 30 5. The City shall not be obligated to provide **double coverage**; and to escape such double payments, the City
 31 may be permitted to cancel benefits or policies which shall duplicate in whole or in part compulsory government
 32 insurance.
 33
 34 6. A retired member of the bargaining unit who has accumulated unused sick leave severance pay may at the time
 35 of retirement elect to receive full conversion credit at his/her current basic pay rate for these hours. Said members
 36 will exercise this option at the time of retirement and the selection shall be final and irrevocable. The conversion

1 credit shall be recorded and used by the City until exhausted on behalf of the member, spouse, and
 2 unemancipated children of the member under the age of eighteen (18) to pay the premium for the City's hospital,
 3 surgical, and major medical plan for retirees, providing the member meets the following conditions:

4
 5 a. The member must be eligible to receive Wisconsin Retirement System annuity payments or local
 6 pension under Wisconsin Statute 62.13, and must have reached retirement age as determined for annuity
 7 computation purposes under the Wisconsin Retirement System.

8
 9 b. The member is not eligible for any other group health insurance while employed elsewhere.

10
 11 c. When the member or his/her spouse becomes eligible for any government sponsored insurance program,
 12 the coverage shall be changed to a non-duplicating plan.

13
 14 7. In the event of subsequent ineligibility pursuant to Article XII (a)3, or death of a member, spouse, or
 15 unemancipated minor children of member, who had elected conversion credit, any unused principal balance remaining
 16 in said member's account shall be paid to such member, spouse, or unemancipated minor children, or to the estate or
 17 person legally entitled thereto of such member, spouse, or unemancipated minor children of member as the case may
 18 be, within sixty (60) days after application for same is made in writing to the City Finance Director/Treasurer.

19
 20 8. a. The term “retire” or “retirement” as used in this Article shall mean the member must have reached
 21 retirement age (presently age fifty [50]) as determined for annuity computation purposes under the Wisconsin
 22 Retirement System and is receiving either a retirement or disability annuity.

23
 24 b. Employees who attain one hundred forty-four days (1,152 hours) of unused sick leave shall be eligible to
 25 participate in the **Good Attendance/Retirement Bonus Program** effective January 1, 1990. Under the program
 26 and upon retirement, the employee will be given a maximum of one (1) retirement insurance credit for each unused
 27 sick leave day in excess of one hundred forty-nine (149) days (effective January 1, 2011). In each case of an extended
 28 non-occupational injury or illness in excess of thirty (30) workdays during the ten (10) calendar years immediately
 29 preceding an employee's retirement date, an additional one-half (1/2) credit will be given for each consecutive sick
 30 day used in excess of thirty (30) workdays during said injury/illness. Effective January 1, 2024, upon retirement
 31 all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the
 32 single plan rate in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be reviewed
 33 during future contract negotiations.

34 c. Employees who retire shall be credited with an aggregate amount equal to \$55.29 per month (effective
 35 January 1, 2009) times the number of months from the month after retirement until age sixty-five (65) or until eligible
 36 for Medicare or any government-sponsored insurance whichever occurs first.

1
2 **d.** Upon retirement, all credits and monies referred to in Subsections (b) and (c) above, shall be placed
3 into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will
4 be paid in an amount equal to the cost of the lowest-priced single health insurance plan until age sixty-five (65) or
5 until said retiree becomes eligible for Medicare or any government-sponsored insurance, dies, or until the account is
6 exhausted, whichever occurs first.

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

10
11 10. Retirees are part of the City health insurance group. Retirees shall have the same benefit level as active employees.
12 Retirees' premium rates shall be the same as active employees.

13
14 11. An employee may select from a family, employee plus spouse, employee plus children or single plan at retirement.
15 Said retiree shall be allowed to switch between the family, employee plus spouse, employee plus children or single as
16 his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to
17 implementation. This provision is subject to availability of this option by the City's carrier and that change from single
18 to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage. (See attached
19 Letter of Intent)

20
21 12. A surviving spouse is eligible to remain in the City plan.

22
23 13. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced
24 to reflect this integrated program.

25
26 14. A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from programs
27 covered by Chapter 40 of the WI State Statutes.

28
29 15. A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service in the Police
30 Department may participate at his or her own expense in any City hospitalization plan covered by this Agreement
31 provided he or she meets the following conditions:

32
33 **a.** Marriage to the employee must have been for at least a five (5) year period.

34
35 **b.** The surviving spouse remains unmarried.

1 c. The surviving spouse is not eligible for other group insurance.

2
3 d. The surviving spouse is not eligible for government-sponsored medical insurance.

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

7
8 17. All past retirees who are receiving the \$34.70 per month health insurance payment shall continue to receive
9 that benefit according to the terms of the 1988-89 Agreement and until age sixty-five (65) or until they become
10 eligible for Medicare or any other government-sponsored insurance.

11
12 **(b) Dental Insurance:**

13
14 The City will provide a free-standing group dental program for which the City will pay eighty-five (85)
15 percent of the single coverage and the family coverage for all eligible full-time employees in the bargaining unit.

16
17 **(c) Life Insurance:**

18
19 All employees will pay 50% of the member's basic life insurance premium for Wisconsin Employee Group
20 Life Insurance Plan.

21
22 **(d) Deferred Comp:**

23
24 A deferred compensation plan for City employees shall be made available by a City of Sheboygan resolution
25 in accordance with the Tax Reform Act of 1978 (H.R. 13511). The Wisconsin Deferred Compensation Program will
26 also be offered.

27
28
29 **ARTICLE XIII - PENSIONS**

30
31 **(a) Wisconsin Retirement System: :**

32 Employees will pay the defined "Employee Contribution" amount established by the Wisconsin Department
33 of Employee Trust Funds for Protective Occupation with Social Security. Changes in contribution amounts to be
34 applied the first payroll in January of each calendar year.

35
36 **ARTICLE XIV**

a) Uniform Allowance:

1. Payable the first payday of the new year, an annual uniform and equipment allowance shall be paid to each bargaining Union member. Effective January 1, 2022, the total amount paid shall be seven hundred and twenty dollars (\$720), with payments for new appointees made the first pay period from the date of hire.
2. Effective January 1, 2011 an additional \$100.00 per year uniform allowance will be paid to ERT, Dive, Canine, Honor Guard and Motor Officer units.
3. There shall be no severance benefits under this provision. However, in the year a member dies, retires, or terminates his/her service with the department, there shall be returned to the general fund that portion of the annual uniform and equipment allowance equal to that portion of the year during which he/she was not in active service in the department which said amount shall be deducted from the final pay roll.
4. Officers who adhere to the mandatory ballistic vest wear policy while on patrol during each duty shift will receive an additional annual uniform and equipment allowance payment in the amount of two hundred dollars (\$200). Said two hundred dollars (\$200) shall be paid the first pay period in January each year in accordance with a) 1. above. Effective January 1, 2020, upon appointment, new appointees shall be awarded an initial ballistic vest for which the City will pay a one-time maximum reimbursement of one thousand dollars (\$1,000) payable upon verification and approval of said purchase by the Police Chief or his/her designee.
5. Effective January 1, 2022, each new appointee to the department shall be paid eight hundred dollars (\$800) as and for an initial uniform and equipment allowance, with payments made the first pay period from the date of hire.
 - a. In the event such appointee is terminated or terminates within one (1) year of his/her date of appointment, all equipment and uniforms purchased hereunder shall be returned to the City on date of termination.
 - b. After a member of the Police Department has completed one (1) year of service, the member shall be paid uniform allowance in accordance with the above, except for the first year in which the annual uniform and equipment allowance shall be prorated on the basis of the number of complete months remaining in that calendar year.

6. Non-uniformed members of the bargaining unit shall receive the same uniform and equipment allowance as uniformed members.

(b) City-issued Equipment:

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

-shoulder patches	-name plates
-duty firearms and ammunition	-police whistles
-handcuffs and case	-off-duty and on-duty badges
-portable radio holder	-baton with holder
-collar emblems	-duty belt, holster, cartridge case and flashlight holder
-flashlight	
-pepper spray or such other non-lethal chemical agents as may be approved by Chief of Police	

Officers who are regularly assigned to the Emergency Response Team shall be provided with all the items enumerated on the Emergency Response Team Equipment Check List to be used for Emergency Response Team assignments only.

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

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

(c) Loss or Damage:

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

1 2. The City agrees to cover the drivers of all Police Department vehicles with sufficient bodily injury
2 liability and property damage liability insurance to cover any claim against said driver involved in an accident
3 while driving a City-owned or leased vehicle.
4

5 ARTICLE XV – LATERAL TRANSFERS 6

7 **Lateral Transfers:** In consideration of the benefit of hiring experienced police officers,
8 officers ~~who are~~ hired by the Sheboygan Police Department after January 1, 2024, who have
9 maintained their certification or are eligible for certification under Wisconsin LESB rules, as a
10 result of prior full-time law enforcement employment, may be eligible for base salary step increases
11 in Grade 13 up to step 6 and consistent with their education incentive, at the discretion of the Chief
12 of Police. An officer must have at least one (1) year of full-time law enforcement experience to be
13 considered as a lateral transfer. Years of service that are credited for step increases may also apply
14 to the transferring officer's vacation award under Article VIII(a) after completion of one year's
15 service, with credit for up to five years of service. Transferring officers may also be eligible for
16 advanced sick leave up to twenty-four (24) days at the discretion of the Chief of Police. If advance
17 sick leave is awarded under this section, the transferring officer shall not accrue additional sick
18 leave until the first month of employment following the month where the same number of sick days
19 would have been earned. Thereafter, sick leave shall be earned in accordance with Article X (a).
20 Any incentives granted under this section shall not affect the determination of the officer's seniority
21 under Article VI. The standard probationary period under Article II(b) shall apply to employees
22 hired under this provision.
23

24 ARTICLE XVI – RESIDENCY 25

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

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

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

4 3. This residency requirement shall be rescinded and not applicable for members reaching normal retirement
5 age as determined by the Wisconsin Retirement System (presently age 50).
6
7

8 **ARTICLE XVII - PROHIBITION OF STRIKES AND LOCK-OUTS**

9

10 (a) The parties to this Agreement mutually recognize and agree that the services performed by the members
11 of the Police Department are services essential to the public health, safety, and welfare. Therefore, the Association shall
12 not cause or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the
13 Department, nor shall any member of the Association take part in any of such prohibited activities.
14

15 (b) There shall be no lock-out by the City during the term of this Agreement or any extension thereof.
16

17 **ARTICLE XVIII - BENEFICIARIES OF AGREEMENT**

18

19 It is agreed that all members of the Police Department who are new appointees to the department and who
20 have not yet completed their initial eighteen (18) month probationary period as new members of the department shall
21 have all the rights and benefits of this Agreement as if they were members of the bargaining unit, except where such
22 rights and benefits are expressly limited by specific reference in this Agreement to Association members; and, also,
23 where the rights and benefits afforded members of the Police Department who have not yet completed their initial
24 eighteen (18) month probationary period as new members of the department are expressly limited or conditioned by
25 the terms and conditions of this Agreement by specific reference to this class of employee. Insofar as rights and
26 benefits are afforded to the herein mentioned probationary employees of the department, they shall have the right
27 to enforcement of these rights and benefits as if they were members of the bargaining unit.
28

29 **ARTICLE XIX - AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

30

31 It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the
32 duties, obligations, and responsibilities which by law devolve upon the Common Council and these provisions shall
33 be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful
34 delegation of powers unilaterally devolving upon the Common Council.
35

36 **ARTICLE XX - SAVING CLAUSE**

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

ARTICLE XXI - RESERVATION OF BENEFITS

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

ARTICLE XXII - ENTIRE AGREEMENT

(a) This Agreement reached as a result of collective bargaining represents the full and complete Agreement between the parties and supersedes all previous agreements between the parties. It is agreed that only matters specified shall be open for negotiations during the term of this Agreement, whether or not referred to in this Agreement.

(b) This Agreement shall be effective upon ratification by the membership of the Association and the Common Council of the City of Sheboygan and shall remain in full force and effect until its expiration December 31, 2023. Terminations, excluding retirements, before ratification are not included in the benefits of this contract. The parties hereto agree that the Agreement shall be signed as soon after ratification as practicable.

Dated at Sheboygan, Wisconsin, this _____ day of _____ 2022.

FOR THE CITY:

FOR THE SPPOA ASSOCIATION:

BY: _____

BY: _____

1	Ryan Sorenson, Mayor	Matthew Braesch, Police Officer
2		
3	BY: _____	BY: _____
4	Meredith DeBruin, City Clerk	Andrew Bailey, Police Officer
5		
6		BY: _____
7		Kent Huibregtse, Police Officer
8		
9		BY: _____
10		Michael Moore, Police Officer
11		
12		BY: _____
13		Travis Barber, Police Officer

1

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

D. Definitions.

- 1. **Loss of outside medical coverage of an employee’s spouse:** Circumstance which leaves spouse without health insurance. Retirement, voluntary termination, involuntary termination, layoff are examples of loss of outside medical coverage.
- 2. **COBRA.** The current law in effect which requires an employer to offer availability of continued medical insurance in their plan following discontinuation of employment.

Proof of insurability. A medical examination to assure that there are not existing medical conditions that would be exorbitantly expensive.

Letter of Understanding

This Letter of Understanding is entered into by and between the City of Sheboygan, hereinafter referred to a “City” and the Sheboygan Professional Police Officers’ Association, hereinafter referred to as “Association”.

- 1) This Letter of Understanding is effective upon ratification of the Agreement.
- 2) During the term of the 2024-26 collective bargaining agreement, the City may reserve up to two positions per shift for probationary employees during the initial shift selection procedure which occurs during the fall of each year, depending on the number of probationary employees starting with the City. The goal is to spread the probationary officers out on all three shifts in order to ensure adequate training and development. The City will identify the shifts involved and number of positions to be reserved for probationary employees prior to the start of the shift selection process. This will be communicated to all officers.
- 3) All other positions will be filled by seniority per past practice.
- 4) Consistent with past practice, vacancies that occur during the year may be filled by probationary officers on an as needed basis to provide better balance among the shifts and training for the probationary officers.
- 5) This Letter of Understanding shall terminate at the end of the 2024-26 collective bargaining agreement unless extended by the parties. Once the contract term expires, this letter of understanding will not supersede any past practices of shift selection by seniority.

Dated this ___ day of December, 2023

CITY OF SHEBOYGAN

**SHEBOYGAN PROFESSIONAL POLICE
OFFICERS’ ASSOCIATION**

Res. No.

CITY OF SHEBOYGAN

2024-2026

AGREEMENT

SHEBOYGAN PROFESSIONAL POLICE OFFICERS' ASSOCIATION

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

6
 7 **(c) Agreement on behalf of the City:** The City hereby and herewith covenants, agrees, and represents
 8 to the Association that the City, under the express limitations of this Agreement, is duly authorized and empowered
 9 to covenant for and on behalf of the City and for itself represents that it will faithfully and diligently abide by and
 10 be strictly bound to all of the provisions of this Agreement as herein set forth.

11
 12 **(d) Non-discrimination:** The parties agree that their respective policies will not violate the rights or
 13 discriminate against any employee covered by this Agreement because of sex, creed, color, age, national origin,
 14 association, affiliation, or non-association, or in the application or interpretation of the provisions of this
 15 Agreement.

16
 17 **(e) Conditions and Duration of Agreement:** This Agreement reached as a result of collective bargaining
 18 represents the full and complete agreement between the parties and supersedes all previous agreements between
 19 the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the
 20 unlimited right and opportunity to make demands and proposals with respect to any subject as provided by Wisconsin
 21 Statutes 111.70 and that the agreements arrived at by the parties after the exercise of that right and opportunity are
 22 set forth in this Agreement.

23
 24 This Agreement shall remain in full force and effect until its expiration date December 31, 2026.

25
 26 **(f) Negotiations:** Either party to this Agreement may select for itself such negotiator or negotiators for
 27 purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as
 28 such party may determine subject to the limitations under Article I (g) 4. No consent from either party shall be
 29 required in order to name such negotiator or negotiators.

30
 31 **(g) Timetable and Notices:**

32
 33 **1.** Conferences and negotiations shall be carried on by the parties hereto, in 2026 beginning one hundred
 34 and twenty (120) calendar days prior to the expiration of this Agreement.

1 2. All written notices sent by the Association to the City requesting negotiations shall be directed to
2 the Mayor and the Common Council.

4 **3.** All written notices sent by the City to the Association requesting negotiations shall be directed to the
5 President of the Association.

7 **4.** The Association shall advise the City and the Chief of Police of the names of Association members
8 named to its negotiating committee sufficiently in advance of the regularly scheduled bargaining meetings so
9 as to permit scheduling for continuity of operations within the department. The negotiating committee of the parties
0 hereto shall consist of no more than five (5) members each.

12 ARTICLE II

4 **(a) Recognition:** The City recognizes the Association as the exclusive bargaining agent of the bargaining
5 unit for the purposes of engaging in conferences and negotiations with the City on the subject of wages, hours,
6 and conditions of employment. The bargaining unit shall consist of all full-time employees in the following
7 classifications: Detective and Police Officer.

9 (b) Probationary Period:

1. Effective June 1, 2003, all new full-time employees of the Police Department shall serve a minimum probationary period of eighteen (18) months, uninterrupted by any type of service break, during which time they will be termed "probationary employees."

25 2. Probationary employee's service may be terminated at any time by the Chief of Police, in his/her sole
26 discretion, and neither the employee so terminated nor the Association shall have recourse over such termination.

3. After an employee of the Police Department has successfully completed his/her probationary period of employment, he/she shall become a regular full-time employee of the department, and he/she shall be placed on the seniority list as of his/her date of hire as a new employee of the department.

32 **(c) Unit of Representation:** In the event new positions not now covered by the recognition provision of
33 this Agreement are created by the City through action of the City Council, and said positions would be embraced
34 within the bargaining unit, provided the parties agree that the new position should be embraced within the bargaining
35 unit, then the employees appointed to such positions shall be deemed part of the bargaining unit and shall be

1 represented by the Association, and they shall also be covered by the Agreement between the Association and the
2 City.

3
4 **(d) Cooperation:** The Association recognizes its responsibility to cooperate with the City to assure
5 maximum service at minimum cost to the public consonant with its obligations to the employees it represents.

6
7 **(e) Consolidation:** In the event a consolidation occurs in the City, between City and/or County law
8 enforcement departments, or units thereof, the employees of which are in part or in whole within a recognized
9 bargaining unit, and such consolidation results in combining of employees in a department who were members of
10 more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations
11 Commission. The certified representative as determined by the Wisconsin Employment Relations Commission
12 pursuant to the election shall assume the contractual obligations of each and every consolidated unit as if no
13 consolidation had occurred until the expiration of the existing contract or agreement.

14 15 **ARTICLE III - MANAGEMENT RIGHTS**

16
17 **(a)** The Association recognizes the rights of the City, the Police and Fire Commission, and the Chief of
18 Police to operate and manage their affairs in all respects in accordance with the laws of the State of Wisconsin,
19 ordinances of the City of Sheboygan, and the Constitution of the United States.

20
21 **(b)** The Association recognizes the exclusive right of the Chief of Police to establish reasonable department
22 rules and regulations in accordance with the laws of the State of Wisconsin, ordinances of the City, and the
23 Constitution of the United States.

24
25 The Association recognizes the rights of the Chief of Police to promulgate reasonable rules and regulations
26 for the Sheboygan Police Department; however, the City of Sheboygan agrees that all new rules and regulations,
27 regarding mandatory subjects of bargaining, shall be submitted to the Association thirty (30) days prior to
28 implementation, with a copy sent to the Association's bargaining representative. Nothing herein shall preclude the
29 Chief from promulgating work rules and S.O.P.'s for emergency purposes so that the thirty (30) day notice is not
30 required.

31
32 **(c)** The Association recognizes the exclusive right of the Chief of Police to direct and supervise the work
33 of the employees in the department, and to hire, promote, transfer, or discipline for just cause these employees, to
34 determine work schedules, to determine the methods, means, and personnel by which work is to be conducted, and
35 the level and type of services offered, and the quality of work required.

1 (d) The Association pledges cooperation to the increasing of departmental efficiency and effectiveness.
2 Any and all rights concerning the management and direction of the Police Department and the police force shall be
3 exclusively the right of the City, the Police and Fire Commission, and the Chief of Police unless otherwise provided
4 by the terms of this Agreement as permitted by law.
5

6 ARTICLE IV

7 (a) Association Activity:

8
9
10 1. No Association member or officer shall conduct any Association business on City time except
11 as specified in this Agreement. Up to three (3) representatives of the Association shall be permitted a total of two
12 (2) hours per month for the regular Association Officers' meeting provided that permission is first obtained from
13 the Chief or his/her designated representative and collectively permitted up to a maximum of forty-eight (48) hours
14 per calendar year representing employees in the grievance procedure at a time and place designated by the Chief
15 or his/her designated representative. All such time so spent and authorized shall be without loss of pay in the event
16 that such time occurs during normal duty hours. Permission shall not be unreasonably denied.
17

18 2. A reasonable attempt shall be made to conduct negotiations outside of the regularly scheduled work
19 hours of designated Association representatives insofar as is practical. If such meetings are not conducted outside
20 the regularly scheduled work hours, the period of time such Association representatives shall be present at such
21 meetings shall not be deducted from their pay. Said pay shall apply to no more than three (3) of such representatives.
22 Under no circumstances will payment be made for time spent outside the regularly scheduled workday or workweek.
23

24 (b) **Dues Deduction:** The City agrees to deduct from the wages of any Association member all Association
25 membership dues and fees uniformly required by the Association from employees who have signed a voluntary dues
26 deduction form and provided such form to the City. With respect to newly hired members, such deduction will
27 commence on the month following the City's receipt of the newly hired member's voluntary dues deduction form.
28 The City also agrees to continue the practice of deducting voluntary employee deductions from the wages of
29 employees of the department, including but not limited to credit union deductions, United Fund deductions,
30 bond and insurance deductions, and such other deductions of a similar nature as are now being deducted. The
31 Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments
32 brought or issued against the City as a result of any action taken or not taken by the City under the provisions of
33 this Article.
34

35 ARTICLE V

(a) Grievance Provisions:

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

2. Both the Association and the City recognize that grievances and complaints shall be settled promptly and at the earliest possible time and step.

3. Class grievances involving the general interpretation, application, or enforcement of the terms of this Agreement shall be initiated by the Association at Step 2 of this procedure.

4. The person or persons having the grievance may have a representative of the Association to represent them without loss of pay at any step in the procedure. However no individual hearing a grievance need recognize more than one (1) representative in addition to the employee or employees having the grievance, except that in Step 3, set out below in Section (c), Subsection 3, two (2) representatives in addition to the person or persons having the grievance may be present.

5. The individual hearing the grievance shall determine the time and place for such hearing within the time limits described in this article.

6. Departure from the steps of the procedure or change in time limits may be made with permission of the Chief or his/her designated representative upon request of either party when mutually agreed to by the Chief and the aggrieved party and his/her representative.

(b) Items Exempt From Consideration for Processing Under This Procedure Include the Following:

1. Disciplinary actions, job classifications, promotional procedures as are provided by Section 62.13, Wisconsin Statutes, or any other matter provided for in that statute. With regard to the foregoing matters, Section 62.13, Wisconsin Statutes, will apply rather than the grievance procedure.

2. Department operations, including orders given, response to such orders, and the carrying out of required duties, except as otherwise provided by this Agreement.

(c) Steps in the Grievance Procedure:

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

6
7 **2. Step 2:** If the aggrieved employee decides the reply of the shift supervisor is unsatisfactory, the
8 aggrieved employee, or Association representative, may within ten (10) days of the supervisor's response
9 submit the grievance in writing to his/her Captain, or his/her duly designated representative, with a copy to the Chief.
10 The grievance shall set forth the date of the alleged violation, the article and section of the contract that is claimed
11 violated, the facts of the grievance, and the relief sought. Up to two (2) Captains shall within ten (10) days of
12 receipt of the written grievance hold an informal meeting with up to two (2) Association representatives. Either
13 party may invite up to two (2) aggrieved employees to the meeting for the purpose of presenting and explaining the
14 facts of the grievance. The aggrieved employee(s) shall be excused after presenting the facts and answering questions
15 of the Association representative and management representative. The Captain, or his/her designated representative,
16 shall, within seven (7) days of the meeting, furnish the Association representative with a written response either
17 granting or denying the grievance, and the reason for such decision, with a copy to the Chief.

18
19 **3. Step 3.** The grievance shall be considered settled at Step 2 unless the Association representative appeals
20 the grievance in writing to the Chief, or his/her designated representative, within ten (10) days after the written
21 answer to Step 2. The Chief, or his/her designated representative, shall hold a meeting within twelve (12) calendar
22 days if deemed necessary, and shall reply in writing within ten (10) days after the presentation of the grievance at Step
23 3, or after the meeting, if held. A copy of the written response shall be distributed as provided in Step 2 above. The
24 decision of the Chief of Police shall be final on all matters pertaining to the Police Department operation, except as to
25 rights granted by this Agreement.

26
27 **4. Step 4:** If a timely written grievance, limited to the interpretation, application, or enforcement of the
28 express terms of this Agreement has not been disposed of as aforesaid to the satisfaction of either party, the
29 City or the Association representative, no later than ten (10) days after receipt of the answer to the grievance
30 under Step 3, above, may request arbitration as the sole remedy of said dispute before an impartial arbitrator. A
31 copy of such request shall be forwarded to the other party (the Director of Human Resources and Labor Relations or
32 the Association representative).

33
34 The selection of an impartial arbitrator shall be as follows: The City or the Association representative will request the
35 Wisconsin Employment Relations Commission to provide a panel of five (5) persons as candidates for the arbitrator.
36 After such panel of names is received, the Director of Human Resources and Labor Relations, or his/her designee, and

the Association representative shall alternately eliminate names from such list until one name remains, with the appealing party making the initial elimination. Such remaining person shall then become the arbitrator.

The Arbitrator shall first determine whether the dispute is arbitral under the express terms of this Agreement. Once it is determined that the dispute is arbitral, the arbitrator shall proceed to determine the merits of the dispute submitted to arbitration. The arbitrator shall be limited to the terms of this Agreement as written and shall have no power to modify, amend, add to, or subtract from the language of the Agreement in arriving at a determination of any issue presented to him/her for arbitration within the limitations expressed herein. The decision of the arbitrator shall be final and binding on both parties.

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

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

(d) Disciplinary interviews:

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

1. To be notified of a name and official capacity, if any, of all persons present during said interview(s).
2. To be notified of the nature of the questioning before any questions are directed to the officer.
3. To have present another member or attorney of his/her choosing during said interview(s), if requested.
4. To refuse to answer any questions if any of the above rights are denied to him/her.
5. To be notified if any conversation is being recorded at said interview(s).
6. To have access to personnel record inspections in accordance with State Statute 103.13.

1 7. To be governed by State Statute 942.06 regarding polygraph tests.

2
3 **(e) Grievances of cases involving discipline:**

4
5 1. The employer shall not discharge or otherwise discipline any officer without just cause. Discharge or other
6 disciplinary actions shall be by written notice to the officer and to the union. Such notice shall state the reason for the
7 disciplinary action and shall be provided to the officer and union no later than the effective date of the action.

8 2. A dispute concerning discharge or discipline, including removal, suspension, reduction in rank and
9 suspension and reduction in rank, and any other discipline of any kind, shall be processed through the statutory
10 procedures in Wis. Stats. Sec. 62.13.

11 3. No officer shall be subject to discipline except for violation of an order, applied in an evenhanded manner
12 without discrimination, and of which the officer had notice, following a fair and impartial investigation that uncovers
13 proof sufficient to substantiate both the charge made and the reasonableness of the penalty.

14
15 **ARTICLE VI - SENIORITY**

16
17 **For purposes of layoff and continuity of service:**

18
19 **(a)** Length of service for the purpose of this article is to be measured from the original date of hire as a
20 police officer with the Police Department, unless otherwise specified herein.

21
22 **(b)** Seniority shall be broken and employment terminated for any of the following reasons:

23
24 1. The employee retires, or

25
26 2. The employee resigns from the police department, or

27
28 3. The employee is discharged and the discharge is not reversed, or

29
30 4. The employee is not recalled from layoff for a period of two (2) years, or

31
32 5. The employee is recalled from a layoff and does not report for work within three (3) calendar weeks, or

33
34 6. The employee does not return at the expiration of a leave of absence, or
35

1 7. The employee gives a false reason in requesting a leave of absence or engages in other full-time
2 employment without authorization during such leave of absence, or

4 **8.** The employee knowingly falsified information on his/her application for employment material to his/her
5 employment status, or

7 9. A settlement with the employee has been made for total disability under the Worker's Compensation Act.

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

3 (d) As to all other matters relating to seniority, Chapter 62.13, Wisconsin Statutes, shall apply.

5 (e) Dismissals and reemployment:

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

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

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

3 ARTICLE VII

1 **(a) Pay Plan:** Wages of bargaining unit members shall be paid biweekly. The administration of the pay plan
 2 shall be in accordance with the salary and wage ordinances, and the City reserves the right to make correction of clerical
 3 errors to the salary and wage ordinances if any are found.

4
 5 **1. Direct Deposit.** Effective January 1, 2000, all wage payments made by the City of Sheboygan to members
 6 of the collective bargaining unit will be by means of direct deposit.

7
 8 **2. Two-Week Holdback Pay System.** In 2010, the City and the Union agreed to standardize the payroll
 9 system to make pay periods based on a two-week holdback.

10
 11 **(b) Rates of pay:**

12
 13 **1.** The parties agree that the wages paid to bargaining unit members covered by this Agreement
 14 shall be increased as follows, in accordance with the applicable salary and wage ordinances
 15 of the City of Sheboygan, and any appropriate amendments, and the pay schedules for members
 16 of the Police Department hereto attached as Appendix A to this Agreement.

17
 18 **2.** All bargaining unit members working a 5-3 work schedule for Steps 1 through 5 will be rounded
 19 off so that the biweekly pay is divisible by 77.48 hours in even cents per hour. For all bargaining
 20 unit members working a 5-3/5-2 or 5-2/ 5-2/ 4-3 or variant of that work schedule for Steps 1
 21 through 5 rounded off so that the biweekly pay is divisible by 77.96 hours in even cents per
 22 hour. A 2024 wage increase of three and one-half (3.5) percent effective January 1, 2024. A
 23 2025 wage increase of three and one-half (3.5) percent effective January 1, 2025. A 2026 wage
 24 increase of three and one-half (3.5) percent effective January 1, 2026.

25
 26 **3.** Education credit: Effective January 1, 2019 the lump sum educational payments were
 27 discontinued and transitioned to an additional hourly amount being added to the pay
 28 schedule. This was done by creating separate pay schedules for Police Officers, Police
 29 Officers with Associate Degrees (additional \$0.20 per hour) and Police Officers with
 30 Bachelor's Degree (additional \$0.35 per hour); as well as for Detectives, Detectives with
 31 Associate Degrees (additional \$0.20 per hour), and Detectives with Bachelor's Degree
 32 (additional \$0.35 per hour). The additional amount was added to the hourly pay of the
 33 schedule at all steps in the schedule. Effective January 1, 2024, Police Officers and Detectives
 34 with Master's Degrees will receive an additional \$0.50 per hour.

Employees hired prior to 1/1/2012 with 60 college credits on 1/1/2021 will receive pay on the Associate Degree schedule. Employees earning a degree are placed in the appropriate schedule upon hire or during the first pay period of the new year following their being awarded the degree. The department will provide a list of employees newly eligible to payroll in December of each year. The employee must notify the department and provide documentation upon being awarded a degree.

(c) Work Schedule:

1. The normal workday schedule for members working a 5-3 work schedule and such members of the department that the Chief of Police shall deem advisable to be included herein, shall be as follows:

1 increment of 5 days on and 3 days off, of which:

Days 1 and 2 shall be eight and thirty-three hundredths (8.33) hours of work each

Day 3 shall be ten and eighty-three hundredths (10.83) hours of work

Days 4 and 5 shall be eight and thirty-three hundredths (8.33) hours of work each

Three (3) days off.

Then repeat cycle.

2. All other members of the bargaining unit not assigned to the work schedule set forth in subsection 1 above shall work such duty hours as the Chief of Police may prescribe pursuant to the thirty-eight and ninety-eight hundredths (38.98) hour average week limitation and overtime benefits, with a work schedule as follows:

1 increment of five (5) days on and two (2) days off,

1 increment of five (5) days on and three (3) days off,

Then repeat the cycle.

Or

1 increment of five (5) days on and two (2) days off,

1 increment of five (5) days on and two (2) days off,

1 increment of four (4) days on and three (3) days off,

Then repeat the cycle.

Or a variation of the above 21 day cycle as shown in the table below with the rotation for groups 1-3 beginning on Monday and group 4 beginning on Tuesday.

WORK CYCLE	GROUP 1	GROUP 2	GROUP 3	GROUP 4
1	5-2	5-2	4-3	4-2
2	5-2	4-3	5-2	5-2
3	4-3	5-2	5-2	5-3

1 Should any state or federal law or regulation result in the work schedule being in excess of permissible
2 straight-time hours which results in an increase in the financial benefit to any employee, the parties hereto agree to
3 immediately negotiate a revised schedule to adjust said excess.

4
5 3. Temporary changes can be made in the schedule by the Chief of Police when in his/her judgment it
6 would be in the best interest of the public protection.

7
8 4. Changes in duty days off may be made between employees within the duty schedule of an employee
9 when said changes, in the judgment of the Chief or his/her designated representative, will not hinder the efficient
10 operation of the department and said changes are approved by the Chief or his/her designated representative at least
11 one (1) day prior to the change in duty schedule. The City shall have no liability for overtime payment because of
12 changes in duty hours set forth in this provision. All trades of duty days must be repaid by December 31 of the year
13 in which they occur.

14
15 5. Police personnel covered under this agreement may be permitted to accumulate reserve days
16 not to exceed three (3) in number when in the judgment of the Chief or his/her designated representative said
17 changes do not interfere with the efficient operation of the department. The City shall not be liable for any overtime
18 or other additional payments as a result of changes in duty hours.

19
20 Said request shall be made at least one (1) day but in no event more than three (3) months prior to
21 the change in duty schedule. A maximum three (3) month repayment period is allowed, provided such repayment has
22 been completed by December 31 of the year in which they occur.

23
24 6. Police personnel covered under this agreement and assigned to the 5-2/ 5-2/ 4-3 schedule or
25 variant of may be permitted to accumulate reserve days not to exceed six (6) in number when in the judgment of
26 the Chief or his/her designated representative said changes do not interfere with the efficient operation of the
27 department. The City shall not be liable for any overtime or other additional payments as a result of changes in duty
28 hours.

29 Said request shall be made at least one (1) day but in no event more than six (6) months prior to the
30 change in duty schedule. A maximum six (6) month repayment period is allowed, provided such repayment has been
31 completed by December 31 of the year in which they occur.

32
33 7. Effective May 3, 2018, new members hired who are not certifiable because they have not graduated
34 from an academy in the State of Wisconsin within the last three years, and are not eligible for any of the State's
35 reciprocity programs, shall follow an "Academy Wage Schedule" until successfully completing the academy and being

1 assigned to field training to cover orientation and academy training. During this time, the wage rate shall be that which
2 is identified in the Academy Wage Schedule, with a maximum of 40 (forty) hours per week, 5 (five) days per week,
3 including a reimbursement for meals to match reimbursement from 3rd party. Pay from Grade 13, Step 1, consistent
4 with the new member's education incentive, will start at the beginning of the pay period during which they are assigned
5 to field training.

6
7 **(d) Shift Premium:** Shift premium pay shall be applicable to employees who are regularly assigned to an
8 afternoon or night shift as hereinafter defined. Temporary rescheduling of shifts for less than three (3) calendar months
9 shall not be considered in computing premium pay.

10
11 **1.** Effective January 1, 2010, employees regularly assigned to a shift falling between the hours of 3:00 p.m.
12 and 3:00 a.m. shall be deemed working the afternoon shift and will receive \$30.00 biweekly.

13
14 **2.** Effective January 1, 2010, employees regularly assigned to a shift falling between the hours of 8:00 p.m.
15 and 8:00 a.m. shall be deemed working the night shift and will receive \$35.00 biweekly.

16
17 **3.** The union maintains the right to negotiate the dollar amounts indicated in the above sections.

18
19 **(e) Lunch Period:** If requested, the City shall permit a lunch period of thirty (30) minutes. Lunch periods
20 and breaks may be delayed or re-scheduled at the discretion of the shift supervisor, and shall not be unreasonably
21 denied.

22 **(f) Overtime:**

23
24 **1. Circumstances under which paid:** Overtime shall be paid under the following conditions:

25
26 **a.** When the employee performs work in excess of either the regular workday (8.33 hours) including report
27 time or the extended workday (10.83 hours) as set forth in Section (g) below or in excess of one hundred seventy-
28 one (171) hours in the twenty-eight (28) day work period established pursuant to the Section 7K exemption of the Fair
29 Labor Standards Act.

30
31 **b.** When the employee's daily schedule is temporarily changed at the request of management and results in
32 the employee performing work in excess of eight and thirty-three hundredths (8.33) hours in any twenty-four (24)
33 hour period, excluding report time as set forth in Section (g) below. (Said twenty-four (24) hour period commences
34 when the employee begins work.)
35

1 The extended work day shall not be used to implement this subsection [(f) 1.b.]. Commentary: The extended
2 work day shall not be overtime nor cause additional overtime to be accrued.

3
4 The extended work day shall never influence the 24-hour overtime standard.

5
6 **2. Overtime Compensation:** Compensation for overtime work shall be paid at the rate of one and one-half
7 (1-1/2) times the regular rate of pay as provided below except that members of the bargaining unit working overtime
8 on a holiday as defined in Article VIII(b)(3) shall receive two (2) times their regular rate of pay for said holiday
9 time work beyond the 8.33 hour workday or beyond the extended workday of 10.83 hours.

10
11 **3. Overtime Accrual - Compensatory Time:** All overtime pay shall be accumulated as compensatory time
12 off subject to the limits imposed by the Fair Labor Standards Act. Any employee who has accrued the maximum
13 amount of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation at
14 the applicable rate. Compensatory time available to an employee shall be reflected by records kept by the
15 department and shall be paid to the bargaining unit member as overtime pay at the rate of one and one-half (1-1/2)
16 times the applicable rate as required by law bi-weekly. Effective January 1, 2024, members of the bargaining unit will
17 be permitted to retain 120 hours of compensation time. After that, all overtime hours will be paid out as earned. All
18 accumulated compensatory time will be paid out on the last payroll of the year at current rate of pay. Members who
19 wish to have earned compensatory time paid prior to the last payroll of the year shall complete a "sellback request"
20 available through the department's automated scheduling and payroll system. Sellback requests must be completed in
21 full-hour increments. The sellback request shall include the number of compensatory time hours the employee wishes
22 to have paid. The sellback request will be forwarded to payroll and will be paid on the following pay period. Members
23 who wish to participate in a bi-weekly payout and not accumulate their overtime must sign-up each year for this option
24 (sign-up forms will be distributed by payroll in December of each year).

25
26 **4. Use of Compensatory Time Off:** Members of the bargaining unit may take compensatory time off for
27 which overtime is required by this section in lieu of overtime cash payments. Requests for compensatory time off
28 must be approved by the Chief of Police or his/her designee. Compensatory time off will not be granted during a
29 period of unusual manpower need or if the granting of such time would unduly disrupt the operation of the department
30 as determined by the Chief or his/her designee. "Compensatory time" or "compensatory time off" is defined to mean
31 hours during which an employee is not working, which are not counted as hours worked during the applicable
32 workweek or other work period for purposes of overtime compensation, and for which the employee is compensated
33 at the employee's regular rate.

34
35 **5. No Pyramiding, Duplication or Compounding:** Application of provisions contained in this section shall
36 not involve pyramiding, duplicating, or compounding of overtime.

1
2 **6. Overtime Assignment.** On-duty Assignments. At the discretion of the Chief of Police, or his designee,
3 overtime opportunities for on-duty police assignments may be posted in advance for the purpose of filling staffing
4 needs. Assignments will be decided under the following guidelines.

- 5
6 (1) First, by shift-specific seniority. The most senior Officer assigned to the respective shift who signs up
7 for the posted overtime will receive the assignment.
8 (2) Second, by seniority within the Patrol Division. If no shift Officers sign up for the posted overtime, the
9 assignment will be awarded to the most senior Officer, regardless of shift.
10 (3) Third, by seniority within the Bargaining Unit, to include Detectives.
11 (4) Fourth, if no Officers volunteer for the posted overtime, members of the Supervisory Association may
12 volunteer.
13 (5) Finally, by Supervisory assignment. Officers will be assigned according to the established past practice
14 of utilizing the previous shift Officer for the first half of the shift, and the following shift Officer for the
15 second half of the shift. (Example: volunteers do not fill 1500-1900 and 1900-2300 postings. The least
16 senior Shift #1 Officer would be assigned 1500-1900, while the least senior Shift #3 Officer would be
17 assigned 1900-2300.) Supervisors will not assign Officers who are working their extended (10.5) day, on
18 their regular day off, or have been called in early.

19
20 It will be the Officer's responsibility to check the shift board for available overtime postings. At the close of the sign-
21 up period, overtime assignments will be posted on the respective shift boards. Officers who volunteer have the
22 responsibility to verify if they have received the assignments they may have selected. Shift Supervision will notify
23 Officers who have been assigned when no one volunteers for a specific posting.

24
25 Overtime postings shall be in increments of four (4) hours or less. Supervision retains the right to cancel assignments
26 if circumstances dictate that the Officer is not needed. All posted overtime assignments, whether voluntary or assigned,
27 will be finalized at least forty-eight (48) hours in advance. Officers will not be compensated for canceled overtime or
28 calling in sick for a scheduled overtime assignment.

29
30 **7. Special Event Assignments.** In addition, overtime opportunities may exist for special events (e.g. Brat
31 Days, Lakefest, July 4th Celebration, etc.). Assignments will be made under the following guidelines:

- 32 (1) First by exclusive seniority of all members of the Bargaining Unit, to include Detectives.
33 (2) Second, if no Officers volunteer for the posted overtime, members of the Supervisory Association may
34 volunteer.
35 (3) Finally, by Supervisory assignment, following the established past practices relating to such assignments.

1 **(g) Report Time:** Each member of the bargaining unit will be required to report to work twenty (20)
 2 minutes prior to the beginning of each shift for roll call training, briefing, and other duty assignments. In addition
 3 to above, effective June 5, 2002, Detectives will be required to report to work an additional ten (10) minutes prior to
 4 the beginning of each shift for roll call training, briefing, and other duty assignments, which shall be reported on the
 5 timecard and compensated at the regular rate of pay.

6
 7 **(h) Longevity Pay:** All members of the bargaining unit whose performance is satisfactory shall receive
 8 longevity pay according to the schedule in Subsection 1. Such longevity pay shall be paid commencing on the first full
 9 regular pay period following entitlement thereto:

10
 11 **Step 6.** After five (5) years' continuous service and one (1) year at maximum rate, an addition of one and one-
 12 half (1.5) percent added to Step 5.

13
 14 **Step 7.** After ten (10) years' continuous service and one (1) year at maximum rate, an additional (one and
 15 one-half (1.5) percent for a total of three (3) percent added to Step 5.

16
 17 **Step 8.** After fifteen (15) years' continuous service and one (1) year at maximum rate, an additional one and
 18 one-half (1.5) percent for a total of four and one-half (4.5) percent added to Step 5.

19
 20 **Step 9.** Effective January 1, 2002, after twenty (20) years of continuous service and one (1) year at maximum
 21 rate, an additional one and one-half (1.5) percent for a total of six (6.0) percent added to Step 5.

22
 23 **Step 10.** Effective January 1, 2010, after twenty-five (25) years of continuous service and one (1) year at
 24 maximum rate, an additional two (2) percent for a total of eight (8) percent added to Step 5.

25
 26 **2.** In the event a member of the Association is **promoted** to a class grade with a higher pay range, the
 27 **entrance rate** shall be at the lowest step in the higher class grade that will provide an increase of no less than eight (8)
 28 percent over his/her regular class grade rate prior to such promotion or other such rate within the applicable range as
 29 he/she may be entitled to by reason of crediting him/her with prior experience that is directly related to the new
 30 position. The Police Department salary schedule for members of the bargaining unit is attached hereto as Exhibit "A"
 31 and incorporated herein this article.

32
 33 **(i) Call-out Pay:**

34
 35 1. Members of the bargaining unit who are called back to duty outside of their regularly scheduled
 36 hours shall receive call-out pay for authorized extra time for special events, court appearances, training, and

investigations pursuant to their official duties at a minimum of two (2) hours at time and one-half (1-1/2) for each such special call out, providing a minimum interval of two (2) hours exists between the start of each call out and the officer's regular duty shift. Officers are required to respond immediately to all call-outs as directed. Time and one-half (1-1/2) will be paid for actual firearm training time in excess of the regular workday. Any requests for call-out pay shall be coded as such by the employee in the department's time management system.

2. All **witness fees** paid to members of the bargaining unit which arise out of their employment duties shall be paid to the Finance Director/Treasurer's Office.

3. **On-Call/Detectives:**

- Detectives shall receive an additional \$75.00 bi-weekly on-call pay for carrying a phone or pager.

(j) Court Cancellations: An officer required to appear in court as a result of his/her employment duties, except civil actions not involving the City, shall be eligible for two (2) hours' compensation at his/her regular rate of pay in the event the scheduled case is cancelled after 5:00 pm the day before the hearing. In the event that an officer is eligible for court cancellation pay, and the scheduled court appearance time is within two (2) hours of the officer's scheduled starting time, then the officer shall be eligible for compensation at his/her regular rate of pay from the time of the scheduled appearance to the time of the members scheduled starting time. To be eligible for such compensation, the employee must consult the current court calendar to determine the status of the case. Said pay shall not apply if the officer is reimbursed from any other source for said service.

(k) Duty-incurred Disability Pay:

1. A bargaining unit member who sustains a compensable injury while performing within the scope of his/her employment as provided by Chapter 102, Wisconsin Statutes, 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, not to exceed six (6) months per injury, and providing such person endorses his/her compensation check from the insurance carrier over to the City Finance Director/Treasurer for deposit in the proper fund. After the expiration of the six (6) months, said person shall receive only the compensation payment awarded him/her by the insurance carrier or such payments he/she is entitled to pursuant to law. The amount thus received in excess of the payments to which the employee shall be entitled under the provisions of the Worker's Compensation Act, shall be attributable and applied as an off-set by the City to any claim which the employee may be entitled to because of a permanent injury sustained.

2. In no case shall a person receive duty incurred disability pay for more than twelve (12) months not to exceed (250 working days), in one's lifetime. The "days" will simply be converted to hours as follows:

1 Officers: 2,095 (77.48 bi-weekly hours plus report time)

2 Detectives: 2,107 (77.96 bi-weekly hours plus report time)

3
4 **3.** During any time in which a person is receiving duty incurred disability pay, all the rights and benefits
5 he/she is entitled to as a member of the bargaining unit shall continue to accrue, including, but not limited to, sick leave
6 and vacation time.

7
8 **4.** When a person qualifies for duty incurred disability pay, such pay will have priority over, and be paid
9 before, any accrued sick leave time or sick leave pool time is paid to such person.

10
11 **5.** Members of the Police Department who have not completed an initial one (1) year period as new
12 members of the department shall not receive duty-incurred disability pay from the City for any physical condition or
13 aggravation of a physical condition preexisting the date of hire of such persons.

14
15 **(I) Severance Pay:**

16
17 **1. Upon retirement, layoff without cause** on the part of the employee, or death, an employee, or the
18 employee's estate, will receive the following severance pay, less any amount paid out as a result of any previous
19 terminations.

20
21 **Vacation:** All unused vacation pay and earned vacation pay prorated for all completed months of service
22 from January 1 to the date of retirement.

23
24 **Compensatory Time:** Payment for any accumulated overtime work performed.

25
26 **Sick Leave.** A full-time employee is entitled to payment for all accumulated sick leave, not in excess
27 of seventy-five (75) days effective January 1, 2011, at his/her regular rate of pay exclusive of holiday pay upon
28 retirement, termination without cause, or death, less any paid out as a result of any previous terminations.

29
30 **Uniform and Equipment Account.**

31 **See Article XIV, Section (a), Subsection 4.**

32
33 **2. Upon voluntary termination,** an employee will receive the following severance pay less any amount
34 paid out as a result of any previous terminations.

35
36 **Vacation: All unused vacation pay.**

1 Compensatory Time: Payment for any accumulated overtime work performed.

3 Uniform and equipment account.

5 See Article XIV, Section (a), Subsection 4.

6 **(m) Police Training Officer Compensation.** Effective June 1, 2003, Police Training Officers shall receive
7 one (1) extra hour of pay each day they are assigned to Police Training Officer duties. Management reserves the right
8 to assign those officers who they deem as most qualified for this assignment. The Police Training Officer provision
9 does not prohibit any officer from the benefits he/she is entitled to under the overtime provisions of this Agreement.

0 **(n) K9 Handler Compensation.** Effective January 1, 2022, K9 Handlers shall receive three-quarters (3/4)
1 of an hour maintenance (straight time) on days off, vacation and sick days. The handler shall not receive any
2 compensation on days when the K9 is boarded by a third party.

4 **Article VIII**

6 (a) **Vacation:**

8 **Vacations, exception to:** All employees hired during the month of December are ineligible for the first step
9 in the vacation schedule until January 1 of the year following completion of one full year of employment.

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

4 **a.** After completion of one (1) years' service with the Police Department to completion of four (4)
5 years' service with the department, one hundred one (101) hours vacation per year.

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

0 c. After completion of ten (10) years' service with the Police Department to completion of fourteen (14)
1 years' service with the department, one hundred seventy (170) hours vacation per year.

2 d. After completion of fifteen (15) years' service with the Police Department, two hundred twenty-nine
3 (229) hours vacation per year.

During the initial selection period for vacation for the upcoming calendar year, when all full days, either the regular eight (8) or the extended ten and one-half (10-1/2) hour day(s) have been selected and hours remain, the following process will be followed: The employee may, for one (1) shift per year, add remaining hours to extra hours to equal an eight (8) or ten and one-half (10-1/2) hour day. That day can then be picked as part of the regular vacation selection process. Alternately, the officer can select one (1) day on which to use all of the remaining vacation hours at the beginning or end of a workday and work the balance of that day. That one (1) part day can then be picked as part of the regular selection process. Alternately, the officer can schedule the hours off later at a time mutually agreed upon with supervision.

2. Two (2) members shall be allowed off per day, per shift, on the initial vacation selection, for those members assigned to Patrol Division. Additional vacation time may be used at the discretion of the shift supervisor. Members assigned to CID or special units may take vacation at the approval of their supervisor. Vacation time may also be used in one (1) hour increments up to eight (8) hours or ten and one-half (10.5) hours on extended day, at the discretion of shift supervision, and subject to cancellation as extra time. Vacation time, once selected may be shifted to other days throughout the year if, at the discretion of the supervisor, manpower requirements for that day are satisfactory.

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

(b) Holidays:

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

2. Members of the bargaining unit required to work on holidays shall receive in addition to their regular pay, hour for hour additional pay at the employee's straight time rate of pay up to a maximum of ten and one-half (10-1/2) hours, of Subsection 1 above. Such additional straight time shall be paid in compliance with the employees' overtime payout options.

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

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

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

*Independence Day or the date of official celebration as designated by the Common Council. It is understood that the day designated by the Common Council for the Independence Day celebration will be the only day recognized as the holiday.

(b) One (1) Floating Holiday only for officers on the 5-2, 5-3 or 5-2/ 5-2/ 4-3 or variant of that work schedule.

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

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

b. Double time rate of pay for hours worked.

c. Up to ten and one half (10.5) hours holiday pay as defined in Section (b)2 above.

(c) Bereavement Pay:

1. Effective upon ratification of the 2007-2009 contract, the City will pay for each day of approved absence from work for any of the five (5) normally scheduled workdays (to include regularly scheduled extended workdays) that fall either directly before or directly after the date of the funeral, not to include already scheduled regular days off, for time necessary to attend or arrange for funerals of spouse, children, parents of an employee. The City will pay for each day of approved absence from work for any of the three (3) normally scheduled workdays (to include regularly scheduled extended workdays) that fall either directly before or directly after the date of the funeral, not to include already scheduled regular days off, for time necessary to attend or arrange for funerals of mothers or fathers-in-law, brothers, sisters or grandchildren of an employee. In addition, employees will be accorded time off to attend the funeral services of grandparents up to a maximum of one (1) day when authorized in advance by the Chief of Police.

2. A member of the bargaining unit excused from work under this section shall receive eight (8) hours (or ten and one-half [10.5] hours for an extended day) at his/her regular rate of pay per each scheduled day of work

1 excused in accordance with Section (c)1. Time thus paid will not be counted as hours worked for purposes of
2 overtime.

4 **ARTICLE IX - SPECIAL LEAVE**

5
6 (a) Members of the bargaining unit who have satisfactorily completed an initial one (1) year period
7 as new members of the department and who voluntarily leave the City's service by request of the Federal
8 Government to enter the active service with the armed forces of the United States shall be given a leave of absence
9 upon written request. Said persons shall be entitled to be reinstated according to the applicable laws governing such
10 reinstatement. To be eligible for such reinstatement, the person must be honorably discharged from the active service
11 of not more than four and one-half (4-1/2) years. All leaves of absence for military service shall be without pay and
12 benefits.

13
14 Leaves of absences and benefits during military reserve training for Reservists and members of the National
15 Guard shall be in accordance with applicable laws; currently, U.S. Department of Labor, Chapter 43 of Part III of
16 Title 38, U.S. Code.

17
18 (b) The provisions of Article 18, sections 107-113, of the Municipal Code of the City of Sheboygan are
19 recognized and made a part of this Agreement by this reference.

21 **ARTICLE X - SICK LEAVE**

22
23 (a) Each member of the bargaining unit shall accumulate sick leave days of one (1) day for each completed
24 month of service with the department.

25
26 (b) Effective January 1, 2011, unused sick leave will be accumulated up to a maximum of one hundred forty
27 nine (149) working days. Unused sick leave in excess of one hundred forty-nine (149) working days per person shall
28 be pooled in the Police Department sick leave pool and may be restored, pursuant to the terms of this article, for use of
29 the members of the Police Department.

30
31 (c) The sick leave pool shall be under the jurisdiction of the Chief of Police who will administer this section
32 after consultation with an advisory committee from the Association of no more than two (2) employees. A member
33 of the department is not eligible to participate in the sick leave pool if he/she is able to perform light-duty work,
34 or he/she is eligible for any other benefit program including, but not limited to, the following:

- 35 1. Duty-incurred disability pay
- 36 2. Base sick leave pay

- 1 3. City-paid retirement disability programs
- 2 4. City-paid annuity programs
- 3 5. Worker's compensation benefits
- 4 6. Vacation pay
- 5 7. Social Security disability pay
- 6

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

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

13
14 An employee who is using sick days from the sick leave pool shall furnish an updated Physician's Report from
15 his/her physician on the form prescribed by the City every thirty (30) days. Said report will be reviewed by the Chief
16 and the Association Advisory Committee to determine his/her eligibility to continue using sick leave from the sick
17 leave pool.

18
19 The Chief of Police will advise the employee of his/her decision in writing within fifteen (15) working days after receipt
20 of the above information.

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

30
31 **(e)** Members of the bargaining unit absent from work on legal holidays, during sick leave, vacation, or
32 disability arising from injuries sustained in the course of their employment, or for authorized leaves of absence
33 with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though they
34 were on duty subject to the maximum accumulation of one hundred forty-nine (149) days as set forth in Section (b)
35 above, effective January 1, 2011.

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

8
9 (g) Sick leave will be recorded in two hour increments.

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

16 17 **ARTICLE XI - TRAINING AND PHYSICAL FITNESS**

18 19 **(a) Required Training:**

20
21 1. Members of the bargaining unit required to attend necessary job-related police training or education out
22 of the City shall receive full pay for time spent attending school within the limits of Municipal Code, Section 18-
23 109, and upon approval of the Chief of Police.

24
25 2. A member of the bargaining unit required to attend police courses above shall be eligible for tuition and
26 textbook reimbursement for courses successfully completed within the limits of any ordinance pertaining thereto and
27 the Police Department budget.

28
29 The Police Department shall provide all required training for its employees.

30
31 Accordingly, employees of the Association having completed their normal eight (8) hour shift and having at
32 least eight (8) hours between the end of their shift and the start of training time shall not be entitled to overtime
33 compensation.

34
35 For purposes of training, if an employee is required to work on a day off, the employee shall receive reserve
36 days in lieu of overtime compensation.

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

5 **(b) In-service Training:**
6

7 **1.** In-service training, including such time as may be required at the police pistol range shall be conducted in
8 every practical instance during duty hours on City time.
9

10 **2.** Each member of the bargaining unit assumes full responsibility for learning and knowing the
11 material presented at training sessions and further agrees to maintain a level of professional competence to perform
12 the work assigned to him/her.
13

14 **3.** Each member of the bargaining unit assumes full responsibility for maintaining a level of physical
15 and mental fitness necessary to perform the work assigned to him/her.
16

17 **(c) Other Job-related Training:**
18

19 **1.** Effective January 1, 2010 the City will pay for tuition and textbooks within the budgetary limits not
20 to exceed \$300.00 (three hundred dollars) per employee per year to attend courses directly related to their current
21 duties as Police Officer as determined by the Chief and upon approval of the Chief providing the employee
22 satisfactorily completes said course.
23

24 **2.** In no event shall there be any payments of these benefits where an employee is eligible for Veteran
25 Administration benefits, grants, or other reimbursement for said tuition and textbooks.
26

27 **3.** Each employee assumes full responsibility for learning and knowing the material presented at training
28 sessions and further agrees to maintain a level of professional competence and physical and mental fitness necessary
29 to perform the work assigned to him/her.
30

31 **4.** Both parties to this Agreement recognize that physical fitness is of paramount importance in the police
32 service. Persons employed in the police service are expected and frequently required to perform at emergencies under
33 extremely high levels of physical effort and stressful conditions. Physical fitness is a condition of employment.
34

35 **(d) Physical Examinations:** For sufficient reason, physical examinations may be required by the Chief of
36 Police at any time at the expense of the City; None of the designated doctors may be the member's own family

1 physician. Such doctor shall furnish to the Chief of Police the completed medical examination form certifying as
 2 to the physical condition of the member so examined. Any certification as to mental condition shall be made by a
 3 licensed psychiatrist or psychologist. Association may appeal at member's expense. Upon request, a copy of the
 4 completed medical examination form will be promptly provided to the member by the Chief of Police or designee.

5
 6 **Drug Screening:** Physical examinations conducted pursuant to section (d.) may include a drug screening test
 7 for the following:

8 Amphetamine
 9 Cocaine Metabolite
 10 Opiate
 11 Phencyclidine
 12 Marijuana Metabolite

13 14 **ARTICLE XII**

15 **(a) Health Insurance:**

- 16
 17 1. The City is self-insured for health insurance and agrees to comply with all State of Wisconsin insurance mandates.
 18
 19 2. Members of the Association shall have the same premium contribution amounts and percentage and all other related
 20 health insurance options equal to the Non-represented City of Sheboygan employees.
 21
 22 3. Effective July 1, 2001, the City shall provide a **flexible benefits plan** available to Police Officers' Association
 23 members. The benefits plan shall cover medical and child care expenses. The plan shall be subject to the limits and
 24 constraints set by the Federal Government (IRS).
 25
 26 4. All benefits shall be subject to the standard provisions set forth in the policy or policies, including "other
 27 coverage" and "subrogation" amendments. The City's obligations under this Agreement to provide insurance
 28 benefits to members of the bargaining unit cease when the member is laid off, discharged, or quits.
 29
 30 5. The City shall not be obligated to provide **double coverage**; and to escape such double payments, the City
 31 may be permitted to cancel benefits or policies which shall duplicate in whole or in part compulsory government
 32 insurance.
 33
 34 6. A retired member of the bargaining unit who has accumulated unused sick leave severance pay may at the time
 35 of retirement elect to receive full conversion credit at his/her current basic pay rate for these hours. Said members
 36 will exercise this option at the time of retirement and the selection shall be final and irrevocable. The conversion

1 credit shall be recorded and used by the City until exhausted on behalf of the member, spouse, and
 2 unemancipated children of the member under the age of eighteen (18) to pay the premium for the City's hospital,
 3 surgical, and major medical plan for retirees, providing the member meets the following conditions:

4
 5 a. The member must be eligible to receive Wisconsin Retirement System annuity payments or local
 6 pension under Wisconsin Statute 62.13, and must have reached retirement age as determined for annuity
 7 computation purposes under the Wisconsin Retirement System.

8
 9 b. The member is not eligible for any other group health insurance while employed elsewhere.

10
 11 c. When the member or his/her spouse becomes eligible for any government sponsored insurance program,
 12 the coverage shall be changed to a non-duplicating plan.

13
 14 7. In the event of subsequent ineligibility pursuant to Article XII (a)3, or death of a member, spouse, or
 15 unemancipated minor children of member, who had elected conversion credit, any unused principal balance remaining
 16 in said member's account shall be paid to such member, spouse, or unemancipated minor children, or to the estate or
 17 person legally entitled thereto of such member, spouse, or unemancipated minor children of member as the case may
 18 be, within sixty (60) days after application for same is made in writing to the City Finance Director/Treasurer.

19
 20 8. a. The term “retire” or “retirement” as used in this Article shall mean the member must have reached
 21 retirement age (presently age fifty [50]) as determined for annuity computation purposes under the Wisconsin
 22 Retirement System and is receiving either a retirement or disability annuity.

23
 24 b. Employees who attain one hundred forty-four days (1,152 hours) of unused sick leave shall be eligible to
 25 participate in the **Good Attendance/Retirement Bonus Program** effective January 1, 1990. Under the program
 26 and upon retirement, the employee will be given a maximum of one (1) retirement insurance credit for each unused
 27 sick leave day in excess of one hundred forty-nine (149) days (effective January 1, 2011). In each case of an extended
 28 non-occupational injury or illness in excess of thirty (30) workdays during the ten (10) calendar years immediately
 29 preceding an employee's retirement date, an additional one-half (1/2) credit will be given for each consecutive sick
 30 day used in excess of thirty (30) workdays during said injury/illness. Effective January 1, 2024, upon retirement
 31 all accumulated retirement insurance credits will be converted into cash value at the rate of twelve (12) percent of the
 32 single plan rate in effect on the last day worked with a cap of ninety (90) dollars per credit. The rate will be reviewed
 33 during future contract negotiations.

34 c. Employees who retire shall be credited with an aggregate amount equal to \$55.29 per month (effective
 35 January 1, 2009) times the number of months from the month after retirement until age sixty-five (65) or until eligible
 36 for Medicare or any government-sponsored insurance whichever occurs first.

1
2 **d.** Upon retirement, all credits and monies referred to in Subsections (b) and (c) above, shall be placed
3 into a City escrow account from which the retiree's premium for the City's health insurance plan for retirees will
4 be paid in an amount equal to the cost of the lowest-priced single health insurance plan until age sixty-five (65) or
5 until said retiree becomes eligible for Medicare or any government-sponsored insurance, dies, or until the account is
6 exhausted, whichever occurs first.

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

10
11 10. Retirees are part of the City health insurance group. Retirees shall have the same benefit level as active employees.
12 Retirees' premium rates shall be the same as active employees.

13
14 11. An employee may select from a family, employee plus spouse, employee plus children or single plan at retirement.
15 Said retiree shall be allowed to switch between the family, employee plus spouse, employee plus children or single as
16 his/her personal circumstances change. The retiree must notify the City of a change at least thirty (30) days prior to
17 implementation. This provision is subject to availability of this option by the City's carrier and that change from single
18 to family is limited to one (1) per retiree and only in the event his/her spouse loses outside coverage. (See attached
19 Letter of Intent)

20
21 12. A surviving spouse is eligible to remain in the City plan.

22
23 13. Upon eligibility for Medicare, Medicare benefits will be integrated. The retiree premium rate will be reduced
24 to reflect this integrated program.

25
26 14. A retiree shall be defined as any City employee who is eligible for, or is receiving, benefits from programs
27 covered by Chapter 40 of the WI State Statutes.

28
29 15. A surviving spouse of a deceased employee with fifteen (15) or more years of continuous service in the Police
30 Department may participate at his or her own expense in any City hospitalization plan covered by this Agreement
31 provided he or she meets the following conditions:

32
33 **a.** Marriage to the employee must have been for at least a five (5) year period.

34
35 **b.** The surviving spouse remains unmarried.

c. The surviving spouse is not eligible for other group insurance.

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

16. 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.

17. All past retirees who are receiving the \$34.70 per month health insurance payment shall continue to receive that benefit according to the terms of the 1988-89 Agreement and until age sixty-five (65) or until they become eligible for Medicare or any other government-sponsored insurance.

(b) Dental Insurance:

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

(c) Life Insurance:

All employees will pay 50% of the member's basic life insurance premium for Wisconsin Employee Group Life Insurance Plan.

(d) Deferred Comp:

A deferred compensation plan for City employees shall be made available by a City of Sheboygan resolution in accordance with the Tax Reform Act of 1978 (H.R. 13511). The Wisconsin Deferred Compensation Program will also be offered.

ARTICLE XIII - PENSIONS

(a) Wisconsin Retirement System: :

Employees will pay the defined "Employee Contribution" amount established by the Wisconsin Department of Employee Trust Funds for Protective Occupation with Social Security. Changes in contribution amounts to be applied the first payroll in January of each calendar year.

ARTICLE XIV

a) Uniform Allowance:

1. Payable the first payday of the new year, an annual uniform and equipment allowance shall be paid to each bargaining Union member. Effective January 1, 2022, the total amount paid shall be seven hundred and twenty dollars (\$720), with payments for new appointees made the first pay period from the date of hire.
2. Effective January 1, 2011 an additional \$100.00 per year uniform allowance will be paid to ERT, Dive, Canine, Honor Guard and Motor Officer units.
3. There shall be no severance benefits under this provision. However, in the year a member dies, retires, or terminates his/her service with the department, there shall be returned to the general fund that portion of the annual uniform and equipment allowance equal to that portion of the year during which he/she was not in active service in the department which said amount shall be deducted from the final pay roll.
4. Officers who adhere to the mandatory ballistic vest wear policy while on patrol during each duty shift will receive an additional annual uniform and equipment allowance payment in the amount of two hundred dollars (\$200). Said two hundred dollars (\$200) shall be paid the first pay period in January each year in accordance with a) 1. above. Effective January 1, 2020, upon appointment, new appointees shall be awarded an initial ballistic vest for which the City will pay a one-time maximum reimbursement of one thousand dollars (\$1,000) payable upon verification and approval of said purchase by the Police Chief or his/her designee.
5. Effective January 1, 2022, each new appointee to the department shall be paid eight hundred dollars (\$800) as and for an initial uniform and equipment allowance, with payments made the first pay period from the date of hire.
 - a. In the event such appointee is terminated or terminates within one (1) year of his/her date of appointment, all equipment and uniforms purchased hereunder shall be returned to the City on date of termination.
 - b. After a member of the Police Department has completed one (1) year of service, the member shall be paid uniform allowance in accordance with the above, except for the first year in which the annual uniform and equipment allowance shall be prorated on the basis of the number of complete months remaining in that calendar year.

6. Non-uniformed members of the bargaining unit shall receive the same uniform and equipment allowance as uniformed members.

(b) City-issued Equipment:

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

-shoulder patches	-name plates
-duty firearms and ammunition	-police whistles
-handcuffs and case	-off-duty and on-duty badges
-portable radio holder	-baton with holder
-collar emblems	-duty belt, holster, cartridge case and flashlight holder
-flashlight	
-pepper spray or such other non-lethal chemical agents as may be approved by Chief of Police	

Officers who are regularly assigned to the Emergency Response Team shall be provided with all the items enumerated on the Emergency Response Team Equipment Check List to be used for Emergency Response Team assignments only.

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

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

(c) Loss or Damage:

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

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

4 5 ARTICLE XV – LATERAL TRANSFERS 6

7 **Lateral Transfers:** In consideration of the benefit of hiring experienced police officers,
 8 officers ~~who are~~ hired by the Sheboygan Police Department after January 1, 2024, who have
 9 maintained their certification or are eligible for certification under Wisconsin LESB rules, as a
 10 result of prior full-time law enforcement employment, may be eligible for base salary step increases
 11 in Grade 13 up to step 6 and consistent with their education incentive, at the discretion of the Chief
 12 of Police. An officer must have at least one (1) year of full-time law enforcement experience to be
 13 considered as a lateral transfer. Years of service that are credited for step increases may also apply
 14 to the transferring officer's vacation award under Article VIII(a) after completion of one year's
 15 service, with credit for up to five years of service. Transferring officers may also be eligible for
 16 advanced sick leave up to twenty-four (24) days at the discretion of the Chief of Police. If advance
 17 sick leave is awarded under this section, the transferring officer shall not accrue additional sick
 18 leave until the first month of employment following the month where the same number of sick days
 19 would have been earned. Thereafter, sick leave shall be earned in accordance with Article X (a).
 20 Any incentives granted under this section shall not affect the determination of the officer's seniority
 21 under Article VI. The standard probationary period under Article II(b) shall apply to employees
 22 hired under this provision.

23 24 ARTICLE XVI – RESIDENCY 25

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

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

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

4 3. This residency requirement shall be rescinded and not applicable for members reaching normal retirement
5 age as determined by the Wisconsin Retirement System (presently age 50).
6
7

8 **ARTICLE XVII - PROHIBITION OF STRIKES AND LOCK-OUTS**

9

10 (a) The parties to this Agreement mutually recognize and agree that the services performed by the members
11 of the Police Department are services essential to the public health, safety, and welfare. Therefore, the Association shall
12 not cause or permit its members to strike, slow down, disrupt, impede, or otherwise impair the normal functions of the
13 Department, nor shall any member of the Association take part in any of such prohibited activities.
14

15 (b) There shall be no lock-out by the City during the term of this Agreement or any extension thereof.
16

17 **ARTICLE XVIII - BENEFICIARIES OF AGREEMENT**

18

19 It is agreed that all members of the Police Department who are new appointees to the department and who
20 have not yet completed their initial eighteen (18) month probationary period as new members of the department shall
21 have all the rights and benefits of this Agreement as if they were members of the bargaining unit, except where such
22 rights and benefits are expressly limited by specific reference in this Agreement to Association members; and, also,
23 where the rights and benefits afforded members of the Police Department who have not yet completed their initial
24 eighteen (18) month probationary period as new members of the department are expressly limited or conditioned by
25 the terms and conditions of this Agreement by specific reference to this class of employee. Insofar as rights and
26 benefits are afforded to the herein mentioned probationary employees of the department, they shall have the right
27 to enforcement of these rights and benefits as if they were members of the bargaining unit.
28

29 **ARTICLE XIX - AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT**

30

31 It is intended by the parties hereto that the provisions of this Agreement shall be in harmony with the
32 duties, obligations, and responsibilities which by law devolve upon the Common Council and these provisions shall
33 be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful
34 delegation of powers unilaterally devolving upon the Common Council.
35

36 **ARTICLE XX - SAVING CLAUSE**

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

ARTICLE XXI - RESERVATION OF BENEFITS

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

ARTICLE XXII - ENTIRE AGREEMENT

(a) This Agreement reached as a result of collective bargaining represents the full and complete Agreement between the parties and supersedes all previous agreements between the parties. It is agreed that only matters specified shall be open for negotiations during the term of this Agreement, whether or not referred to in this Agreement.

(b) This Agreement shall be effective upon ratification by the membership of the Association and the Common Council of the City of Sheboygan and shall remain in full force and effect until its expiration December 31, 2026. Terminations, excluding retirements, before ratification are not included in the benefits of this contract. The parties hereto agree that the Agreement shall be signed as soon after ratification as practicable.

Dated at Sheboygan, Wisconsin, this _____ day of _____ 2023.

FOR THE CITY:

FOR THE SPPOA ASSOCIATION:

BY: _____

BY: _____

1 Ryan Sorenson, Mayor Matthew Braesch, Police Officer
2
3 BY: _____ BY: _____
4 Meredith DeBruin, City Clerk Andrew Bailey, Police Officer
5
6 BY: _____
7 Kent Huibregtse, Police Officer
8
9 BY: _____
10 Michael Moore, Police Officer
11
12 BY: _____
13 Travis Barber, Police Officer
14

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

D. Definitions.

- 1. Loss of outside medical coverage of an employee’s spouse:** Circumstance which leaves spouse without health insurance. Retirement, voluntary termination, involuntary termination, layoff are examples of loss of outside medical coverage.
- 2. COBRA.** The current law in effect which requires an employer to offer availability of continued medical insurance in their plan following discontinuation of employment.

Proof of insurability. A medical examination to assure that there are not existing medical conditions that would be exorbitantly expensive.

Letter of Understanding

This Letter of Understanding is entered into by and between the City of Sheboygan, hereinafter referred to a “City” and the Sheboygan Professional Police Officers’ Association, hereinafter referred to as “Association”.

- 1) This Letter of Understanding is effective upon ratification of the Agreement.
- 2) During the term of the 2024-26 collective bargaining agreement, the City may reserve up to two positions per shift for probationary employees during the initial shift selection procedure which occurs during the fall of each year, depending on the number of probationary employees starting with the City. The goal is to spread the probationary officers out on all three shifts in order to ensure adequate training and development. The City will identify the shifts involved and number of positions to be reserved for probationary employees prior to the start of the shift selection process. This will be communicated to all officers.
- 3) All other positions will be filled by seniority per past practice.
- 4) Consistent with past practice, vacancies that occur during the year may be filled by probationary officers on an as needed basis to provide better balance among the shifts and training for the probationary officers.
- 5) This Letter of Understanding shall terminate at the end of the 2024-26 collective bargaining agreement unless extended by the parties. Once the contract term expires, this letter of understanding will not supersede any past practices of shift selection by seniority.

Dated this __ day of December, 2023

CITY OF SHEBOYGAN

**SHEBOYGAN PROFESSIONAL POLICE
OFFICERS’ ASSOCIATION**

City of Sheboygan
Police Department Pay Schedule - January 2024
3.50% Increase Effective 01/01/2024 (01/19/2024 Payroll)

Academy Bi-Weekly Salary Based on 80.00 Hours

			HIRING RATE
POLICE OFFICER	Academy	Hourly Rate	26.19
		Bi-Weekly Pay	2,095.20

City of Sheboygan
Police Department Pay Schedule - January 2024
3.50% Increase Effective 01/01/2024 (01/19/24 Payroll)
 Grade 13 Bi-Weekly Salary Based on 77.48 Hours
 Grade 16 Bi-Weekly Salary Based on 77.96 Hours
 Annual Salary Based on 26 Paydays
 Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

			BASE SALARY RATES					LONGEVITY RATES				
			HIRING RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%
			Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
POLICE OFFICER	Grade 13	Hourly Rate	31.41	34.67	35.82	36.94	38.04	38.61	39.18	39.75	40.32	41.08
		Bi-Weekly Pay	2,433.65	2,686.23	2,775.33	2,862.11	2,947.34	2,991.50	3,035.67	3,079.83	3,123.99	3,182.88
		Holiday Pay	96.62	106.64	110.18	113.63	117.01	118.76	120.52	122.27	124.02	126.36
		Bi-Weekly + Holiday	2,530.27	2,792.87	2,885.51	2,975.74	3,064.35	3,110.26	3,156.19	3,202.10	3,248.01	3,309.24
		Annual Pay	63,274.90	69,841.98	72,158.58	74,414.86	76,630.84	77,779.00	78,927.42	80,075.58	81,223.74	82,754.88
		Annual Holiday Pay	2,512.12	2,772.64	2,864.68	2,954.38	3,042.26	3,087.76	3,133.52	3,179.02	3,224.52	3,285.36
		Annual + Holiday	65,787.02	72,614.62	75,023.26	77,369.24	79,673.10	80,866.76	82,060.94	83,254.60	84,448.26	86,040.24
POLICE OFFICER	Grade 13A **Associates Degree**	Hourly Rate	31.65	34.90	36.05	37.16	38.27	38.84	39.42	39.99	40.57	41.33
		Bi-Weekly Pay	2,452.24	2,704.05	2,793.15	2,879.16	2,965.16	3,009.32	3,054.26	3,098.43	3,143.36	3,202.25
		Holiday Pay	97.35	107.35	110.89	114.30	117.72	119.47	121.25	123.01	124.79	127.13
		Bi-Weekly + Holiday	2,549.59	2,811.40	2,904.04	2,993.46	3,082.88	3,128.79	3,175.51	3,221.44	3,268.15	3,329.38
		Annual Pay	63,758.24	70,305.30	72,621.90	74,858.16	77,094.16	78,242.32	79,410.76	80,559.18	81,727.36	83,258.50
		Annual Holiday Pay	2,531.10	2,791.10	2,883.14	2,971.80	3,060.72	3,106.22	3,152.50	3,198.26	3,244.54	3,305.38
		Annual + Holiday	66,289.34	73,096.40	75,505.04	77,829.96	80,154.88	81,348.54	82,563.26	83,757.44	84,971.90	86,563.88
POLICE OFFICER	Grade 13B **Bachelor's Degree**	Hourly Rate	31.82	35.07	36.23	37.34	38.44	39.02	39.59	40.17	40.75	41.52
		Bi-Weekly Pay	2,465.41	2,717.22	2,807.10	2,893.10	2,978.33	3,023.27	3,067.43	3,112.37	3,157.31	3,216.97
		Holiday Pay	97.88	107.87	111.44	114.86	118.24	120.02	121.78	123.56	125.35	127.71
		Bi-Weekly + Holiday	2,563.29	2,825.09	2,918.54	3,007.96	3,096.57	3,143.29	3,189.21	3,235.93	3,282.66	3,344.68
		Annual Pay	64,100.66	70,647.72	72,984.60	75,220.60	77,436.58	78,605.02	79,753.18	80,921.62	82,090.06	83,641.22
		Annual Holiday Pay	2,544.88	2,804.62	2,897.44	2,986.36	3,074.24	3,120.52	3,166.28	3,212.56	3,259.10	3,320.46
		Annual + Holiday	66,645.54	73,452.34	75,882.04	78,206.96	80,510.82	81,725.54	82,919.46	84,134.18	85,349.16	86,961.68
POLICE OFFICER	Grade 13C **Master's Degree**	Hourly Rate	31.91	35.17	36.32	37.44	38.54	39.12	39.70	40.27	40.85	41.62
		Bi-Weekly Pay	2,472.39	2,724.97	2,814.07	2,900.85	2,986.08	3,031.02	3,075.96	3,120.12	3,165.06	3,224.72
		Holiday Pay	98.15	108.18	111.72	115.16	118.55	120.33	122.12	123.87	125.65	128.02
		Bi-Weekly + Holiday	2,570.54	2,833.15	2,925.79	3,016.01	3,104.63	3,151.35	3,198.08	3,243.99	3,290.71	3,352.74
		Annual Pay	64,282.14	70,849.22	73,165.82	75,422.10	77,638.08	78,806.52	79,974.96	81,123.12	82,291.56	83,842.72
		Annual Holiday Pay	2,551.90	2,812.68	2,904.72	2,994.16	3,082.30	3,128.58	3,175.12	3,220.62	3,266.90	3,328.52
		Annual + Holiday	66,834.04	73,661.90	76,070.54	78,416.26	80,720.38	81,935.10	83,150.08	84,343.74	85,558.46	87,171.24

GRADE 13 HOLIDAY PAY = HOURLY RATE X 8 HRS. X 10 HOLIDAYS/26; MUNIS CALCULATION = ANNUAL PAY X .0397/26

City of Sheboygan
Police Department Pay Schedule - January 2024
3.50% Increase Effective 01/01/2024 (01/19/24 Payroll)
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Addendum A Item 12.

BASE SALARY RATES						LONGEVITY RATES				
	HIRING RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	After 5 Yrs Svc & 1 Yr @ MAXIMUM	After 10 Yrs Svc & 1 Yr @ MAXIMUM	After 15 Yrs Svc & 1 Yr @ MAXIMUM	After 20 Yrs Svc & 1 Yr @ MAXIMUM	After 25 Yrs Svc & 1 Yr @ MAXIMUM
						RATE	RATE	RATE	RATE	RATE
						1.50%	3.00%	4.50%	6.00%	8.00%
	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
DETECTIVE										
Grade 16										
Hourly Rate	34.32	37.92	39.15	40.50	41.80	42.43	43.05	43.68	44.31	45.14
Bi-Weekly Pay	2,675.59	2,956.24	3,052.13	3,157.38	3,258.73	3,307.84	3,356.18	3,405.29	3,454.41	3,519.11
Holiday Pay	105.69	116.77	120.56	124.72	128.72	130.66	132.57	134.51	136.45	139.00
Report Time Pay	48.16	53.21	54.94	56.83	58.66	59.54	60.41	61.30	62.18	63.34
Hol + Rpt Time	153.85	169.98	175.50	181.55	187.38	190.20	192.98	195.81	198.63	202.34
Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
Bi-Weekly + HP + RT + PP	2,904.44	3,201.22	3,302.63	3,413.93	3,521.11	3,573.04	3,624.16	3,676.10	3,728.04	3,796.45
Annual Pay	69,565.34	76,862.24	79,355.38	82,091.88	84,726.98	86,003.84	87,260.68	88,537.54	89,814.66	91,496.86
Annual Hol Pay	2,747.94	3,036.02	3,134.56	3,242.72	3,346.72	3,397.16	3,446.82	3,497.26	3,547.70	3,614.00
Annual RT Pay	1,252.16	1,383.46	1,428.44	1,477.58	1,525.16	1,548.04	1,570.66	1,593.80	1,616.68	1,646.84
Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
Annual + HP +RT + PP	75,515.44	83,231.72	85,868.38	88,762.18	91,548.86	92,899.04	94,228.16	95,578.60	96,929.04	98,707.70
DETECTIVE										
Grade 16A										
Hourly Rate	34.54	38.14	39.38	40.73	42.03	42.66	43.29	43.92	44.55	45.39
Bi-Weekly Pay	2,692.74	2,973.39	3,070.06	3,175.31	3,276.66	3,325.77	3,374.89	3,424.00	3,473.12	3,538.60
Holiday Pay	106.36	117.45	121.27	125.42	129.43	131.37	133.31	135.25	137.19	139.77
Report Time Pay	48.47	53.52	55.26	57.16	58.98	59.86	60.75	61.63	62.52	63.69
Hol + Rpt Time	154.83	170.97	176.53	182.58	188.41	191.23	194.06	196.88	199.71	203.46
Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
Bi-Weekly + HP + RT + PP	2,922.57	3,219.36	3,321.59	3,432.89	3,540.07	3,592.00	3,643.95	3,695.88	3,747.83	3,817.06
Annual Pay	70,011.24	77,308.14	79,821.56	82,558.06	85,193.16	86,470.02	87,747.14	89,024.00	90,301.12	92,003.60
Annual Hol Pay	2,765.36	3,053.70	3,153.02	3,260.92	3,365.18	3,415.62	3,466.06	3,516.50	3,566.94	3,634.02
Annual RT Pay	1,260.22	1,391.52	1,436.76	1,486.16	1,533.48	1,556.36	1,579.50	1,602.38	1,625.52	1,655.94
Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
Annual + HP +RT + PP	75,986.82	83,703.36	86,361.34	89,255.14	92,041.82	93,392.00	94,742.70	96,092.88	97,443.58	99,243.56
DETECTIVE										
Grade 16B										
Hourly Rate	34.72	38.32	39.55	40.89	42.21	42.84	43.48	44.11	44.74	45.59
Bi-Weekly Pay	2,706.77	2,987.43	3,083.32	3,187.78	3,290.69	3,339.81	3,389.70	3,438.82	3,487.93	3,554.20
Holiday Pay	106.92	118.00	121.79	125.92	129.98	131.92	133.89	135.83	137.77	140.39
Report Time Pay	48.72	53.77	55.50	57.38	59.23	60.12	61.01	61.90	62.78	63.98
Hol + Rpt Time	155.64	171.77	177.29	183.30	189.21	192.04	194.90	197.73	200.55	204.37
Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
Bi-Weekly + HP + RT + PP	2,937.41	3,234.20	3,335.61	3,446.08	3,554.90	3,606.85	3,659.60	3,711.55	3,763.48	3,833.57
Annual Pay	70,376.02	77,673.18	80,166.32	82,882.28	85,557.94	86,835.06	88,132.20	89,409.32	90,686.18	92,409.20
Annual Hol Pay	2,779.92	3,068.00	3,166.54	3,273.92	3,379.48	3,429.92	3,481.14	3,531.58	3,582.02	3,650.14
Annual RT Pay	1,266.72	1,398.02	1,443.00	1,491.88	1,539.98	1,563.12	1,586.26	1,609.40	1,632.28	1,663.48
Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
Annual + HP +RT + PP	76,372.66	84,089.20	86,725.86	89,598.08	92,427.40	93,778.10	95,149.60	96,500.30	97,850.48	99,672.82

City of Sheboygan
Police Department Pay Schedule - January 2024
3.50% Increase Effective 01/01/2024 (01/19/24 Payroll)
 Grade 13 Bi-Weekly Salary Based on 77.48 Hours
 Grade 16 Bi-Weekly Salary Based on 77.96 Hours
 Annual Salary Based on 26 Paydays
 Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

			BASE SALARY RATES					LONGEVITY RATES				
			HIRING RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	After 5 Yrs	After 10 Yrs	After 15 Yrs	After 20 Yrs	After 25 Yrs
								Svc & 1 Yr @	Svc & 1 Yr @	Svc & 1 Yr @	Svc & 1 Yr @	Svc & 1 Yr @
								MAXIMUM	MAXIMUM	MAXIMUM	MAXIMUM	MAXIMUM
								RATE	RATE	RATE	RATE	RATE
Step1	Step 2	Step 3	Step 4	Step 5	1.50%	3.00%	4.50%	6.00%	8.00%			
Step 6	Step 7	Step 8	Step 9	Step 10								
DETECTIVE	Grade 16C	Hourly Rate	34.82	38.42	39.65	41.00	42.30	42.93	43.57	44.20	44.84	45.68
Master's Degree		Bi-Weekly Pay	2,714.57	2,995.22	3,091.11	3,196.36	3,297.71	3,346.82	3,396.72	3,445.83	3,495.73	3,561.21
		Holiday Pay	107.23	118.31	122.10	126.26	130.26	132.20	134.17	136.11	138.08	140.67
		Report Time Pay	48.86	53.91	55.64	57.53	59.36	60.24	61.14	62.02	62.92	64.10
		Hol + Rpt Time	156.09	172.22	177.74	183.79	189.62	192.44	195.31	198.13	201.00	204.77
		Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
		Bi-Weekly + HP + RT + PP	2,945.66	3,242.44	3,343.85	3,455.15	3,562.33	3,614.26	3,667.03	3,718.96	3,771.73	3,840.98
		Annual Pay	70,578.82	77,875.72	80,368.86	83,105.36	85,740.46	87,017.32	88,314.72	89,591.58	90,888.98	92,591.46
		Annual Hol Pay	2,787.98	3,076.06	3,174.60	3,282.76	3,386.76	3,437.20	3,488.42	3,538.86	3,590.08	3,657.42
		Annual RT Pay	1,270.36	1,401.66	1,446.64	1,495.78	1,543.36	1,566.24	1,589.64	1,612.52	1,635.92	1,666.60
		Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
		Annual + HP +RT + PP	76,587.16	84,303.44	86,940.10	89,833.90	92,620.58	93,970.76	95,342.78	96,692.96	98,064.98	99,865.48

GRADE 16 HOLIDAY PAY = HOURLY RATE X 8 HRS. X 10 HOLIDAYS/26; MUNIS CALCULATION = ANNUAL PAY X .0395/26

GRADE 16 REPORT TIME = HOURLY RATE X 36.55/26; MUNIS CALCULATION = ANNUAL PAY X .018/26

**City of Sheboygan
Police Department Pay Schedule - January 2025
3.50% Increase Effective 01/01/2025**

Academy Bi-Weekly Salary Based on 80.00 Hours

			HIRING RATE
POLICE OFFICER	Academy	Hourly Rate	27.11
		Bi-Weekly Pay	2,168.80

City of Sheboygan
Police Department Pay Schedule - January 2025
3.50% Increase Effective 01/01/2025
 Grade 13 Bi-Weekly Salary Based on 77.48 Hours
 Grade 16 Bi-Weekly Salary Based on 77.96 Hours
 Annual Salary Based on 26 Paydays
 Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

BASE SALARY RATES						LONGEVITY RATES					
						After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%	
						Step 6	Step 7	Step 8	Step 9	Step 10	
HIRING RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS							
Step1	Step 2	Step 3	Step 4	Step 5							
POLICE OFFICER Grade 13	Hourly Rate	32.51	35.88	37.07	38.23	39.37	39.96	40.55	41.14	41.73	42.52
	Bi-Weekly Pay	2,518.87	2,779.98	2,872.18	2,962.06	3,050.39	3,096.10	3,141.81	3,187.53	3,233.24	3,294.45
	Holiday Pay	100.00	110.37	114.03	117.59	121.10	122.92	124.73	126.54	128.36	130.79
	Bi-Weekly + Holiday	2,618.87	2,890.35	2,986.21	3,079.65	3,171.49	3,219.02	3,266.54	3,314.07	3,361.60	3,425.24
	Annual Pay	65,490.62	72,279.48	74,676.68	77,013.56	79,310.14	80,498.60	81,687.06	82,875.78	84,064.24	85,655.70
	Annual Holiday Pay	2,600.00	2,869.62	2,964.78	3,057.34	3,148.60	3,195.92	3,242.98	3,290.04	3,337.36	3,400.54
	Annual + Holiday	68,090.62	75,149.10	77,641.46	80,070.90	82,458.74	83,694.52	84,930.04	86,165.82	87,401.60	89,056.24
POLICE OFFICER Grade 13A **Associates Degree**	Hourly Rate	32.76	36.12	37.31	38.46	39.61	40.20	40.80	41.39	41.99	42.78
	Bi-Weekly Pay	2,538.24	2,798.58	2,890.78	2,979.88	3,068.98	3,114.70	3,161.18	3,206.90	3,253.39	3,314.59
	Holiday Pay	100.77	111.10	114.76	118.30	121.84	123.65	125.50	127.31	129.16	131.59
	Bi-Weekly + Holiday	2,639.01	2,909.68	3,005.54	3,098.18	3,190.82	3,238.35	3,286.68	3,334.21	3,382.55	3,446.18
	Annual Pay	65,994.24	72,763.08	75,160.28	77,476.88	79,793.48	80,982.20	82,190.68	83,379.40	84,588.14	86,179.34
	Annual Holiday Pay	2,620.02	2,888.60	2,983.76	3,075.80	3,167.84	3,214.90	3,263.00	3,310.06	3,358.16	3,421.34
	Annual + Holiday	68,614.26	75,651.68	78,144.04	80,552.68	82,961.32	84,197.10	85,453.68	86,689.46	87,946.30	89,600.68
POLICE OFFICER Grade 13B **Bachelor's Degree**	Hourly Rate	32.93	36.30	37.50	38.65	39.79	40.39	40.98	41.58	42.18	42.97
	Bi-Weekly Pay	2,551.42	2,812.52	2,905.50	2,994.60	3,082.93	3,129.42	3,175.13	3,221.62	3,268.11	3,329.32
	Holiday Pay	101.29	111.66	115.35	118.89	122.39	124.24	126.05	127.90	129.74	132.17
	Bi-Weekly + Holiday	2,652.71	2,924.18	3,020.85	3,113.49	3,205.32	3,253.66	3,301.18	3,349.52	3,397.85	3,461.49
	Annual Pay	66,336.92	73,125.52	75,543.00	77,859.60	80,156.18	81,364.92	82,553.38	83,762.12	84,970.86	86,562.32
	Annual Holiday Pay	2,633.54	2,903.16	2,999.10	3,091.14	3,182.14	3,230.24	3,277.30	3,325.40	3,373.24	3,436.42
	Annual + Holiday	68,970.46	76,028.68	78,542.10	80,950.74	83,338.32	84,595.16	85,830.68	87,087.52	88,344.10	89,998.74
POLICE OFFICER Grade 13C **Master's Degree**	Hourly Rate	33.03	36.40	37.59	38.75	39.89	40.49	41.09	41.69	42.28	43.08
	Bi-Weekly Pay	2,559.16	2,820.27	2,912.47	3,002.35	3,090.68	3,137.17	3,183.65	3,230.14	3,275.85	3,337.84
	Holiday Pay	101.60	111.96	115.63	119.19	122.70	124.55	126.39	128.24	130.05	132.51
	Bi-Weekly + Holiday	2,660.76	2,932.23	3,028.10	3,121.54	3,213.38	3,261.72	3,310.04	3,358.38	3,405.90	3,470.35
	Annual Pay	66,538.16	73,327.02	75,724.22	78,061.10	80,357.68	81,566.42	82,774.90	83,983.64	85,172.10	86,783.84
	Annual Holiday Pay	2,641.60	2,910.96	3,006.38	3,098.94	3,190.20	3,238.30	3,286.14	3,334.24	3,381.30	3,445.26
	Annual + Holiday	69,179.76	76,237.98	78,730.60	81,160.04	83,547.88	84,804.72	86,061.04	87,317.88	88,553.40	90,229.10

GRADE 13 HOLIDAY PAY = HOURLY RATE X 8 HRS. X 10 HOLIDAYS/26; MUNIS CALCULATION = ANNUAL PAY X .0397/26

City of Sheboygan
Police Department Pay Schedule - January 2025
3.50% Increase Effective 01/01/2025
Grade 13 Bi-Weekly Salary Based on 77.48 Hours
Grade 16 Bi-Weekly Salary Based on 77.96 Hours
Annual Salary Based on 26 Paydays
Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

BASE SALARY RATES						LONGEVITY RATES				
						After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%
						Step 6	Step 7	Step 8	Step 9	Step 10

City of Sheboygan
Police Department Pay Schedule - January 2025
3.50% Increase Effective 01/01/2025
 Grade 13 Bi-Weekly Salary Based on 77.48 Hours
 Grade 16 Bi-Weekly Salary Based on 77.96 Hours
 Annual Salary Based on 26 Paydays
 Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A

Item 12.

BASE SALARY RATES					LONGEVITY RATES				
HIRING RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%
Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10

DETECTIVE	Grade 16C	Hourly Rate	36.04	39.76	41.04	42.44	43.78	44.44	45.09	45.75	46.41	47.28
Master's Degree		Bi-Weekly Pay	2,809.68	3,099.69	3,199.48	3,308.62	3,413.09	3,464.54	3,515.22	3,566.67	3,618.12	3,685.95
		Holiday Pay	110.98	122.44	126.38	130.69	134.82	136.85	138.85	140.88	142.92	145.60
		Report Time Pay	50.57	55.79	57.59	59.56	61.44	62.36	63.27	64.20	65.13	66.35
		Hol + Rpt Time	161.55	178.23	183.97	190.25	196.26	199.21	202.12	205.08	208.05	211.95
		Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
		Bi-Weekly + HP + RT + PP	3,046.23	3,352.92	3,458.45	3,573.87	3,684.35	3,738.75	3,792.34	3,846.75	3,901.17	3,972.90
		Annual Pay	73,051.68	80,591.94	83,186.48	86,024.12	88,740.34	90,078.04	91,395.72	92,733.42	94,071.12	95,834.70
		Annual Hol Pay	2,885.48	3,183.44	3,285.88	3,397.94	3,505.32	3,558.10	3,610.10	3,662.88	3,715.92	3,785.60
		Annual RT Pay	1,314.82	1,450.54	1,497.34	1,548.56	1,597.44	1,621.36	1,645.02	1,669.20	1,693.38	1,725.10
		Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
		Annual + HP +RT + PP	79,201.98	87,175.92	89,919.70	92,920.62	95,793.10	97,207.50	98,600.84	100,015.50	101,430.42	103,295.40

GRADE 16 HOLIDAY PAY = HOURLY RATE X 8 HRS. X 10 HOLIDAYS/26; MUNIS CALCULATION = ANNUAL PAY X .0395/26

GRADE 16 REPORT TIME = HOURLY RATE X 36.55/26; MUNIS CALCULATION = ANNUAL PAY X .018/26

**City of Sheboygan
Police Department Pay Schedule - January 2026
3.50% Increase Effective 01/01/2026**

Academy Bi-Weekly Salary Based on 80.00 Hours

			HIRING RATE
			<hr/>
POLICE OFFICER	Academy	Hourly Rate	28.06
		Bi-Weekly Pay	2,244.80

City of Sheboygan
Police Department Pay Schedule - January 2026
3.50% Increase Effective 01/01/2026
 Grade 13 Bi-Weekly Salary Based on 77.48 Hours
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 Annual Salary Based on 26 Paydays
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2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

BASE SALARY RATES						LONGEVITY RATES					
						After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%	
						Step 6	Step 7	Step 8	Step 9	Step 10	
POLICE OFFICER Grade 13	Hourly Rate	33.65	37.14	38.37	39.57	40.75	41.36	41.97	42.58	43.20	44.01
	Bi-Weekly Pay	2,607.20	2,877.61	2,972.91	3,065.88	3,157.31	3,204.57	3,251.84	3,299.10	3,347.14	3,409.89
	Holiday Pay	103.51	114.24	118.02	121.72	125.35	127.22	129.10	130.97	132.88	135.37
	Bi-Weekly + Holiday	2,710.71	2,991.85	3,090.93	3,187.60	3,282.66	3,331.79	3,380.94	3,430.07	3,480.02	3,545.26
	Annual Pay	67,787.20	74,817.86	77,295.66	79,712.88	82,090.06	83,318.82	84,547.84	85,776.60	87,025.64	88,657.14
	Annual Holiday Pay	2,691.26	2,970.24	3,068.52	3,164.72	3,259.10	3,307.72	3,356.60	3,405.22	3,454.88	3,519.62
	Annual + Holiday	70,478.46	77,788.10	80,364.18	82,877.60	85,349.16	86,626.54	87,904.44	89,181.82	90,480.52	92,176.76
POLICE OFFICER Grade 13A **Associates Degree**	Hourly Rate	33.91	37.38	38.62	39.81	41.00	41.62	42.23	42.85	43.46	44.28
	Bi-Weekly Pay	2,627.35	2,896.20	2,992.28	3,084.48	3,176.68	3,224.72	3,271.98	3,320.02	3,367.28	3,430.81
	Holiday Pay	104.31	114.98	118.79	122.45	126.11	128.02	129.90	131.80	133.68	136.20
	Bi-Weekly + Holiday	2,731.66	3,011.18	3,111.07	3,206.93	3,302.79	3,352.74	3,401.88	3,451.82	3,500.96	3,567.01
	Annual Pay	68,311.10	75,301.20	77,799.28	80,196.48	82,593.68	83,842.72	85,071.48	86,320.52	87,549.28	89,201.06
	Annual Holiday Pay	2,712.06	2,989.48	3,088.54	3,183.70	3,278.86	3,328.52	3,377.40	3,426.80	3,475.68	3,541.20
	Annual + Holiday	71,023.16	78,290.68	80,887.82	83,380.18	85,872.54	87,171.24	88,448.88	89,747.32	91,024.96	92,742.26
POLICE OFFICER Grade 13B **Bachelor's Degree**	Hourly Rate	34.08	37.57	38.81	40.00	41.18	41.80	42.42	43.03	43.65	44.47
	Bi-Weekly Pay	2,640.52	2,910.92	3,007.00	3,099.20	3,190.63	3,238.66	3,286.70	3,333.96	3,382.00	3,445.54
	Holiday Pay	104.83	115.56	119.38	123.04	126.67	128.57	130.48	132.36	134.27	136.79
	Bi-Weekly + Holiday	2,745.35	3,026.48	3,126.38	3,222.24	3,317.30	3,367.23	3,417.18	3,466.32	3,516.27	3,582.33
	Annual Pay	68,653.52	75,683.92	78,182.00	80,579.20	82,956.38	84,205.16	85,454.20	86,682.96	87,932.00	89,584.04
	Annual Holiday Pay	2,725.58	3,004.56	3,103.88	3,199.04	3,293.42	3,342.82	3,392.48	3,441.36	3,491.02	3,556.54
	Annual + Holiday	71,379.10	78,688.48	81,285.88	83,778.24	86,249.80	87,547.98	88,846.68	90,124.32	91,423.02	93,140.58
POLICE OFFICER Grade 13C **Master's Degree**	Hourly Rate	34.19	37.67	38.91	40.11	41.29	41.91	42.53	43.15	43.77	44.59
	Bi-Weekly Pay	2,649.04	2,918.67	3,014.75	3,107.72	3,199.15	3,247.19	3,295.22	3,343.26	3,391.30	3,454.83
	Holiday Pay	105.17	115.87	119.69	123.38	127.01	128.91	130.82	132.73	134.63	137.16
	Bi-Weekly + Holiday	2,754.21	3,034.54	3,134.44	3,231.10	3,326.16	3,376.10	3,426.04	3,475.99	3,525.93	3,591.99
	Annual Pay	68,875.04	75,885.42	78,383.50	80,800.72	83,177.90	84,426.94	85,675.72	86,924.76	88,173.80	89,825.58
	Annual Holiday Pay	2,734.42	3,012.62	3,111.94	3,207.88	3,302.26	3,351.66	3,401.32	3,450.98	3,500.38	3,566.16
	Annual + Holiday	71,609.46	78,898.04	81,495.44	84,008.60	86,480.16	87,778.60	89,077.04	90,375.74	91,674.18	93,391.74

GRADE 13 HOLIDAY PAY = HOURLY RATE X 8 HRS. X 10 HOLIDAYS/26; MUNIS CALCULATION = ANNUAL PAY X .0397/26

City of Sheboygan
Police Department Pay Schedule - January 2026
3.50% Increase Effective 01/01/2026
Grade 13 Bi-Weekly Salary Based on 77.48 Hours
Grade 16 Bi-Weekly Salary Based on 77.96 Hours
Annual Salary Based on 26 Paydays
Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

BASE SALARY RATES						LONGEVITY RATES						
						After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%		
						Step 6	Step 7	Step 8	Step 9	Step 10		
						Step 6	Step 7	Step 8	Step 9	Step 10		
DETECTIVE	Grade 16	Hourly Rate	36.76	40.62	41.94	43.39	44.77	45.44	46.11	46.78	47.46	48.35
		Bi-Weekly Pay	2,865.81	3,166.74	3,269.64	3,382.68	3,490.27	3,542.50	3,594.74	3,646.97	3,699.98	3,769.37
		Holiday Pay	113.20	125.09	129.15	133.62	137.87	139.93	141.99	144.06	146.15	148.89
		Report Time Pay	51.58	57.00	58.85	60.89	62.82	63.77	64.71	65.65	66.60	67.85
		Hol + Rpt Time	164.78	182.09	188.00	194.51	200.69	203.70	206.70	209.71	212.75	216.74
		Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
		Bi-Weekly + HP + RT + PP	3,105.59	3,423.83	3,532.64	3,652.19	3,765.96	3,821.20	3,876.44	3,931.68	3,987.73	4,061.11
		Annual Pay	74,511.06	82,335.24	85,010.64	87,949.68	90,747.02	92,105.00	93,463.24	94,821.22	96,199.48	98,003.62
		Annual Hol Pay	2,943.20	3,252.34	3,357.90	3,474.12	3,584.62	3,638.18	3,691.74	3,745.56	3,799.90	3,871.14
		Annual RT Pay	1,341.08	1,482.00	1,530.10	1,583.14	1,633.32	1,658.02	1,682.46	1,706.90	1,731.60	1,764.10
		Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
		Annual + HP +RT + PP	80,745.34	89,019.58	91,848.64	94,956.94	97,914.96	99,351.20	100,787.44	102,223.68	103,680.98	105,588.86
DETECTIVE	Grade 16A	Hourly Rate	37.00	40.85	42.19	43.64	45.02	45.70	46.37	47.05	47.72	48.62
Associate's Degree		Bi-Weekly Pay	2,884.52	3,184.67	3,289.13	3,402.17	3,509.76	3,562.77	3,615.01	3,668.02	3,720.25	3,790.42
		Holiday Pay	113.94	125.79	129.92	134.39	138.64	140.73	142.79	144.89	146.95	149.72
		Report Time Pay	51.92	57.32	59.20	61.24	63.18	64.13	65.07	66.02	66.96	68.23
		Hol + Rpt Time	165.86	183.11	189.12	195.63	201.82	204.86	207.86	210.91	213.91	217.95
		Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
		Bi-Weekly + HP + RT + PP	3,125.38	3,442.78	3,553.25	3,672.80	3,786.58	3,842.63	3,897.87	3,953.93	4,009.16	4,083.37
		Annual Pay	74,997.52	82,801.42	85,517.38	88,456.42	91,253.76	92,632.02	93,990.26	95,368.52	96,726.50	98,550.92
		Annual Hol Pay	2,962.44	3,270.54	3,377.92	3,494.14	3,604.64	3,658.98	3,712.54	3,767.14	3,820.70	3,892.72
		Annual RT Pay	1,349.92	1,490.32	1,539.20	1,592.24	1,642.68	1,667.38	1,691.82	1,716.52	1,740.96	1,773.98
		Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
		Annual + HP +RT + PP	81,259.88	89,512.28	92,384.50	95,492.80	98,451.08	99,908.38	101,344.62	102,802.18	104,238.16	106,167.62
DETECTIVE	Grade 16B	Hourly Rate	37.20	41.05	42.36	43.80	45.22	45.90	46.58	47.25	47.93	48.84
*Bachelor's Degree**		Bi-Weekly Pay	2,900.11	3,200.26	3,302.39	3,414.65	3,525.35	3,578.36	3,631.38	3,683.61	3,736.62	3,807.57
		Holiday Pay	114.55	126.41	130.44	134.88	139.25	141.35	143.44	145.50	147.60	150.40
		Report Time Pay	52.20	57.60	59.44	61.46	63.46	64.41	65.36	66.30	67.26	68.54
		Hol + Rpt Time	166.75	184.01	189.88	196.34	202.71	205.76	208.80	211.80	214.86	218.94
		Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
		Bi-Weekly + HP + RT + PP	3,141.86	3,459.27	3,567.27	3,685.99	3,803.06	3,859.12	3,915.18	3,970.41	4,026.48	4,101.51
		Annual Pay	75,402.86	83,206.76	85,862.14	88,780.90	91,659.10	93,037.36	94,415.88	95,773.86	97,152.12	98,996.82
		Annual Hol Pay	2,978.30	3,286.66	3,391.44	3,506.88	3,620.50	3,675.10	3,729.44	3,783.00	3,837.60	3,910.40
		Annual RT Pay	1,357.20	1,497.60	1,545.44	1,597.96	1,649.96	1,674.66	1,699.36	1,723.80	1,748.76	1,782.04
		Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
		Annual + HP +RT + PP	81,688.36	89,941.02	92,749.02	95,835.74	98,879.56	100,337.12	101,794.68	103,230.66	104,688.48	106,639.26

City of Sheboygan
Police Department Pay Schedule - January 2026
3.50% Increase Effective 01/01/2026
 Grade 13 Bi-Weekly Salary Based on 77.48 Hours
 Grade 16 Bi-Weekly Salary Based on 77.96 Hours
 Annual Salary Based on 26 Paydays
 Longevity = 1.5%, 3.0%, 4.5%, 6.0%, 8.0%
2nd Shift = \$30.00; 3rd Shift = \$35.00

Addendum A Item 12.

BASE SALARY RATES						LONGEVITY RATES				
						After 5 Yrs Svc & 1 Yr @ MAXIMUM RATE 1.50%	After 10 Yrs Svc & 1 Yr @ MAXIMUM RATE 3.00%	After 15 Yrs Svc & 1 Yr @ MAXIMUM RATE 4.50%	After 20 Yrs Svc & 1 Yr @ MAXIMUM RATE 6.00%	After 25 Yrs Svc & 1 Yr @ MAXIMUM RATE 8.00%
						Step 6	Step 7	Step 8	Step 9	Step 10
HIRING RATE	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS						
Step1	Step 2	Step 3	Step 4	Step 5						
DETECTIVE Grade 16C Hourly Rate	37.30	41.15	42.48	43.93	45.31	45.99	46.67	47.35	48.03	48.93
Master's Degree Bi-Weekly Pay	2,907.91	3,208.05	3,311.74	3,424.78	3,532.37	3,585.38	3,638.39	3,691.41	3,744.42	3,814.58
Holiday Pay	114.86	126.72	130.81	135.28	139.53	141.62	143.72	145.81	147.90	150.68
Report Time Pay	52.34	57.74	59.61	61.65	63.58	64.54	65.49	66.45	67.40	68.66
Hol + Rpt Time	167.20	184.46	190.42	196.93	203.11	206.16	209.21	212.26	215.30	219.34
Pager Pay	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
Bi-Weekly + HP + RT + PP	3,150.11	3,467.51	3,577.16	3,696.71	3,810.48	3,866.54	3,922.60	3,978.67	4,034.72	4,108.92
Annual Pay	75,605.66	83,409.30	86,105.24	89,044.28	91,841.62	93,219.88	94,598.14	95,976.66	97,354.92	99,179.08
Annual Hol Pay	2,986.36	3,294.72	3,401.06	3,517.28	3,627.78	3,682.12	3,736.72	3,791.06	3,845.40	3,917.68
Annual RT Pay	1,360.84	1,501.24	1,549.86	1,602.90	1,653.08	1,678.04	1,702.74	1,727.70	1,752.40	1,785.16
Annual Pager Pay	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00	1,950.00
Annual + HP +RT + PP	81,902.86	90,155.26	93,006.16	96,114.46	99,072.48	100,530.04	101,987.60	103,445.42	104,902.72	106,831.92

GRADE 16 HOLIDAY PAY = HOURLY RATE X 8 HRS. X 10 HOLIDAYS/26; MUNIS CALCULATION = ANNUAL PAY X .0395/26

GRADE 16 REPORT TIME = HOURLY RATE X 36.55/26; MUNIS CALCULATION = ANNUAL PAY X .018/26