

AGREEMENT

BETWEEN

CITY OF MANITOWOC

and

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 368, AFL-CIO**

2025-2027

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1 **AGREEMENT**

2
3 This Agreement, made and entered into at Manitowoc, Wisconsin, according to
4 the provisions of Section 111.70, Wis. Stats., by and between the City of Manitowoc as
5 municipal employer, hereinafter called the "City" and Local 368 of the International
6 Association of Fire Fighters, AFL-CIO, hereinafter called the "Union".

7 Both parties of this Agreement are desirous of reaching an amicable
8 understanding with respect to the employer-employee relationship that is to exist
9 between them and enter into an agreement covering wages, hours of work, and
10 conditions of employment as well as procedures for reducing potential conflict.

11 Whereas, the mutual interest of the parties hereto are recognized by this
12 Agreement for the operation of the Fire Department of the City of Manitowoc, that will
13 promote efficiency and the best possible fire protection for life and property to all the
14 citizens of the City.

15 **ARTICLE 1 – RECOGNITION**

16
17 The City agrees to recognize representatives of the International Association of
18 Fire Fighters, Local 368, as the bargaining agents and representatives in conferences and
19 negotiations in the matter of wages, hours of work and working conditions for all
20 employee members and the parties agree to negotiate in good faith. The City and the
21 Union will inform each other by official letter, signed by the Mayor for the City and the
22 Local President of the Union as to whom has the power to negotiate.

23 **ARTICLE 2 - UNION SECURITY**

24
25 Section 1. Representation. The Union, as the exclusive representative of all of
26 the employees in the bargaining unit, will represent all such employees, union and non-
27 union, fairly and equally, and all employees in the unit will be required to pay, as
28 provided in this Article, their proportionate share of the costs of representation by the
29 union. No employee shall be required to join the union, but membership in the union
30 shall be made available to all employees who apply consistent with the Union
31 constitution and by-laws. No employee shall be denied union membership because of
32 race, creed, color, national origin, sex, sexual orientation, or gender identity.

33
34 Section 2. Dues Check Off. The City agrees that effective upon date of this
35 Agreement, it will deduct from the monthly earnings of all employees in the collective
36 bargaining unit the amount of monthly dues certified by the Union, as the current dues
37 required of all members, and pay said amount to the treasurer of the union on or before
38 the end of the month following the month in which such deduction was made.

39 Changes in the amount of dues to be deducted shall be certified by the Union 15
40 days before the effective date of the change. The City will provide the Union with a list
41 of employees from whom such deductions are made with each monthly remittance to
42 the Union.

43 Section 3. Payroll Deductions. When authorized in writing by the employee, the
44 City shall deduct payments for dues from the employee's pay.

45 **ARTICLE 3 - MANAGEMENT RIGHTS**

46
47 The City retains all rights, power or authority that it had prior to this Contract as
48 modified by this Contract. The powers, rights and/or authority herein claimed by the
49 City are not to be exercised in a manner that will undermine the Union or as an attempt
50 to evade the provisions of this agreement or to violate the spirit, intent or purposes of
51 this Agreement.

52 **ARTICLE 4 - HOURS OF WORK**

53
54 Section 1. Definition of a Workday. The workday consists of a period of twenty-
55 four (24) consecutive hours on duty to commence at 0700 hours.

56 (a) Reporting Late. Employees will be considered late when not present for roll
57 call promptly at 0700 hours unless excused by the Station Officer.

58 Employees shall be in proper uniform and have turnout gear on or near
59 assigned apparatus by 0700 hours. Penalties for inadvertent tardiness will be
60 assessed as listed below. Station Officer

61 (b) are duly obligated to advise the Battalion Chief of violations of these
62 punctuality rules.

63 (b) Reporting Late-Penalties. In addition to the following penalties to be assessed
64 on a calendar year basis, there will always be a loss of pay equal to the time late:

65 1st time in calendar year: Verbal warning

66 2nd time in calendar year: Written warning with reference to penalty for
67 subsequent incidents.

68 3rd time in calendar year: 2-hour penalty (sent home with a 2-hour loss in pay)

69 4th time in calendar year: 4-hour penalty (sent home with a 4-hour loss in pay)

70 5th time in calendar year: Referral to Police & Fire Commission

71 All verbal or written warnings for reporting late to roll call shall be issued within
72 seven (7) business days of said infraction. Business days include 7:00 A.M. on Monday
73 through 5:00 P.M. on Friday of each week, excluding legal holidays.

74 (c) Interpretation of Definition of Work Day. In recognition of the fact that
75 firefighters must be physically and mentally capable of facing challenging situations
76 throughout a 24-hour tour of duty, the parties agree to establish standard hours in
77 which full duties will be performed, as well as standard hours during which employees
78 are essentially on stand-by for calls.

79 On Monday through Saturday, the standard work day for training and other
80 regular, routine duties shall commence at 0700 hours and terminate at 1630 hours. The
81 standard standby time shall begin 1630 hours.

82 A continuous lunch period of 60 minutes as near as possible to the period
83 between 1130 and 1230 hours will be provided. Meal preparation time for lunch will not
84 interfere with regular duties. This lunch period shall be followed by a 30-minute

cleanup and/or break period unless there are calls for response. In the event of calls for response, a 60-minute lunch period will be granted as soon as possible after the call.

Employees will report promptly at 1300 hours for any scheduled duties. In the event travel is required to another location for duties, training, or assignments which begin at 1300 hours, such travel will be during the period from 1230 to 1300 hours.

Vehicle, equipment, and floor maintenance shall commence at 1630 hours each day as a standard. After this maintenance is complete, standard stand-by time will begin. Stand-by time is defined as that period during which employees are in a ready state for emergency and non-emergency calls. During this period of time, standard work assignments shall be limited to those maintenance duties which are essential for response to calls for service and station safety.

Work on Sundays and Holidays: Sundays and holidays (as designated in Article 10, Section 2,) shall consist, as a standard, of the duties necessary for efficient response to alarms, normal station housework, and vehicle equipment checks and maintenance. Standard company level training that would fall on a Sunday or a holiday would be completed on a day prior to or after the Sunday or holiday on which it might fall.

The City shall pay employees a half-time premium for all regular, routine duties that they are assigned to work outside of the standard work day.

Public education or public relations that can only be accomplished outside the period from 0700 to 1630 hours Monday through Saturday would be rare. Such activities that can only be accomplished outside of this time period would result in equal standby time being moved to an earlier period of the day in lieu of members receiving premium pay. Such standby time shall be prescheduled during standard work day hours the day of the scheduled coverage. Scheduled coverages that occur on Holidays, as outlined in Article 10, Section 2(b), or Sundays, shall be scheduled with affected personnel on the scheduled duty-day prior. Any duties (regardless of whether the duties are regular, routine duties) performed outside of a scheduled work day that do not have the prescheduled standby time shall be compensated with premium pay. Further, no standby time shall be scheduled after the coverage duties occur to ensure premium pay is paid. Training that can only be accomplished outside the period from 0700 to 1630 hours Monday through Saturday would also be rare.

The parties agree to discuss any problems arising under this section. Any issues which cannot be resolved voluntarily are subject to the grievance procedure.

Section 2. Definition of a Work Week and Work Period.

(a) Normal Work Week and Work Period. The normal work week shall consist of 56 hours of duty and shall be on the following schedule: Each twenty-four (24) hour period of duty shall be followed by a twenty-four (24) hour period of rest, except that after the third twenty-four (24) hour period of rest, there shall be three (3) additional consecutive twenty-four (24) hour periods of rest.

(b) Transfer Compensation Day. In the event an employee is transferred to another shift, a compensatory transfer day shall be assigned by the Chief if both of the following conditions exist:

127 1) The employee remains assigned to his/her existing shift for all three
128 days of a work week schedule

129 2) The employee does not receive four consecutive rest days.

130 (c) Recruits' Work Week. Notwithstanding anything to the contrary in Section 1
131 or Section 2 of this Article, new recruits, who will not count against the regular crew of
132 11 on duty personnel until they are fully trained for firefighting duty, may be scheduled
133 for up to ten (10) consecutive weeks of five (5) day, forty (40) hour weeks during their
134 initial training period on the job. The recruits' work week will be Monday through Friday
135 from 7:00 a.m. to 4:00 p.m. (0700 to 1600 hours), with no less than one (1) hour
136 scheduled for lunch. They shall be paid at their full monthly salary rate while working
137 this schedule.

138 Notwithstanding other provisions of this contract relating to holidays, new
139 recruits shall be granted leave with pay on the holidays listed in Article 10, Section 2 (c)
140 during the period of time they are on a forty (40) hour week. If a holiday falls on a
141 Saturday, recruits shall receive the preceding Friday off. If a holiday falls on a Sunday,
142 recruits shall receive the following Monday off.

143 The terms of the recruits' work week as defined in this Section 2 (c) shall apply
144 unless waived by agreement between the Fire Chief and the Union President. Such
145 waiver shall be made on a case by case basis.

146 Nothing in this section shall prevent the City from offering overtime which
147 occurs outside of their training work week to recruits who are qualified to function in
148 the position assigned.

149
150 Section 3. Procedures for Changing Schedule of Workdays. After the annual
151 schedule has been formulated, schedules of work days shall not be changed by
152 management except in case of unusual amount of illness of other employees, or other
153 good cause, and not until the change of schedule is discussed with the President of the
154 Union or the President's designated representative.

155 Subject to limitations set forth in Article 10, Section 3, employees may make
156 changes in their schedule of work once the annual schedule has been formulated,
157 provided the changes are approved by the Chief or his/her designee and the employee
158 completes all necessary work related to the change.

159 Section 4. Light Duty.

160 (a)General Provisions. Light duty assignments shall include duties consistent with
161 those normally performed by firefighters or to perform other duties of other City
162 employees when the Fire Chief determines performance of such duties is advantageous
163 to the City. Attendance in training sessions shall not be preempted by other assigned
164 duties. If assigned light duty, the employee will be assigned to an 8-hour day, 40-hour
165 work week. Light-duty assignments will be assigned by the Fire Chief. 40-hour light-
166 duty firefighters will be allowed to be off during their scheduled vacation and holiday
167 periods and for previously-scheduled trades.

168 This provision applies for duty -related illness, injury, and matters related
169 to pregnancy to comply with the Pregnant Workers Fairness Act.

The employee shall furnish the Chief with a physician's statement specifying the employee's work restrictions . Temporary assignments hereunder shall be consistent with any work restrictions placed on the employee by the physician.

ARTICLE 5 - EXTRA HOURS

Section 1. Overtime. The "hourly wage" shall be obtained by dividing the annual base salary by two thousand, nine hundred and twelve (2,912) hours.

"Straight time" shall be obtained by adding EMS pay, educational credit pay, longevity, and base salary and dividing that sum-by two thousand, nine hundred and twelve (2,912) hours.

Overtime shall be defined as hours worked in excess of the basic 24-hour work period or work in excess of 204 hours of compensable work in a 27-day work period, pursuant to FLSA standards, and for any duty scheduled beyond 216 hours in a 27-day work period.

Rate of overtime pay for shift personnel will be one and one-half (1½) times the employee's straight time rate of pay for all hours worked in excess of the basic twenty-four (24) hour work period or for work in excess of 216 hours in a 27-day work period.

In recognition of the fact that the biweekly pay will include straight time pay for the twelve (12) hours worked between 204-216 hours, the employee shall receive as overtime compensation one-half (½) hour of straight time for each hour worked in excess of 204 hours up to 216 hours.

It is recognized that hours paid as premium compensation for working on holidays shall offset the additional compensation required by this provision.

Employees who are on vacation may voluntarily report for work if called and receive call-in pay. If any employee on vacation is involuntarily required to report for work by the Chief, the employee shall receive call-in pay plus replacement of vacation time lost for the amount of time actually worked on the call-in. When an employee takes a vacation day or days off, the employee shall be considered to be "on vacation" from the day after the employee's last scheduled basic work period until the day the employee is scheduled to return to work.

Section 2. Call-In Pay.

(a) To call of other than normally scheduled. An employee responding to any call of duty other than said employee's normally scheduled basic work period shall receive overtime for such duty, except as provided in Article 10, Section 2 (d). However, if said employee's time worked is less than two hours, said employee shall receive two hours of overtime pay. Notwithstanding this provision, if such time worked is an extension of the employee's normal work day and is not the result of participation in the pager recall system, overtime will be paid for the actual time worked. Call-in pay shall not be an offset to FLSA pay.

(b) Ordered to Report. In the event a member is ordered to report for duty, the following provisions will apply:

1. The first and second times a member is ordered in during a calendar year, compensation will be time and one half for a minimum of two hours.
2. For the third time a member is ordered in during a calendar year, compensation will be time and one half for a minimum of two hours and the employee will receive the time back, subject to provisions related to number of people off.
3. Article 10, Section 2 (d) shall apply to such call backs.
4. If the employee is working the day prior and is ordered to remain for the next shift, the employee will not be kept beyond 1000 hours unless an emergency response is in progress.
5. Employees will be exempt from being ordered in for duty if a legitimate reason is given to the Chief or his/her designee by the employee for being unable to report.
6. Administration will document this information.

Section 3. Transfer of Protective Gear. Transfer of individual firefighter's protective equipment from station to station shall occur on paid time.

Section 4. Stand-by Duty. Employees who voluntarily agree to a request by the Chief or his/her designee to serve on paid stand-by duty, remain within two (2) miles of the Manitowoc City limits, and respond immediately shall receive compensation of \$2.70, for each hour on such stand-by duty. Stand-by pay stops at the time the employee reports for duty. Time reporting and time leaving shall be rounded to the nearest 15-minute increment.

Members who volunteer to be on stand-by duty shall be available to provide a person to:

- a) Supplement the on-duty firefighting personnel
- b) Respond immediately to a call for Fire department service.

Pay for such standby shall be as specified in the preceding paragraph.

This provision does not create any minimum manning obligation.

ARTICLE 6 - PROMOTIONS AND EVALUATIONS

In filling any vacant position or newly created position within the bargaining unit, the following procedures shall apply:

Section 1. Promotions.

(a) Promotional Procedure. For promotions to all bargaining unit promoted positions, the most senior qualified existing employee will be promoted first; second most senior second; and so forth. Refusal to accept a promotion shall not disqualify an otherwise qualified candidate from future offerings.

Whenever a new bargaining unit job classification is created, the position(s) will be filled by the most senior qualified bargaining unit applicant before said position(s) are filled with a non-bargaining unit employee or applicant.

The Fire Chief shall have the discretion to determine the minimum qualifications of subordinate classifications. Minimum qualifications for each position shall not be arbitrary or capricious, shall be reasonably related to the work involved, shall be in writing, and copies of said qualifications shall be supplied to the Union within 30 days of being established or changed.

(b) Minimum Educational and Certification Requirements. The union recognizes and affirms that the minimum educational and certification requirements for purposes of promotions are solely the prerogative of the Chief, as are any changes made in the requirements. The Chief will maintain a current description of the requirements which will be available for all employees to review in preparation for future promotions.

(c) Seniority for Promotions. The senior qualified candidate shall be promoted. For the purpose of promotions, seniority shall be based upon the date of hire with the department. For candidates hired on the same date, seniority will be based on eligibility list order. The seniority order shall be final and unalterable. (d) Notification of Scores. Candidates shall be notified of their scores in writing no later than forty-five (45) business days.

Section 2. Related Information

- (1) Tests will be based upon Manitowoc Fire Department SOPS, operations, and training.
- (2) Promotional procedures will be scheduled bi-annually between April 1 and June 30. At least two months prior notice shall be given for all tests. These scheduled procedures will be used to establish eligibility lists which are in effect for two years.
- (3) An individual designated by the Union shall be permitted to observe the administration of all tests. However, this person must be of the rank or above the rank of the position being tested, and shall sign an affidavit indicating that the contents of the test will not be divulged under penalty of discipline.
- (4) The Chief shall provide test scores to each individual and discuss the candidate's results on the various components of the promotional process with any individual that requests such review. No additional follow-up will be provided to the candidates.
- (5) All promotions are subject to final approval by the Police and Fire Commission.
- (6) Employees promoted under the provisions of this Article shall serve a probationary period of twelve months and shall be paid at the rate of pay designated for the new position.

Section 3. Evaluations. Whenever requested by the union or the City, representatives of both groups shall meet to discuss the performance review format that is used to provide feedback to employees on an annual basis and is maintained in each employee's personnel file. Any revisions that are made must be approved by the Chief and union president. Nothing in this provision shall be construed to be a waiver by

the City of any rights it had before the original provision regarding evaluations was added to the labor agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure.

(a) Crucial to the cooperative spirit between the Union and City is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should an employee feel that the employee's rights and privileges have been violated, the employee shall consult with the Grievance Committee. The aggrieved employee and the Grievance Committee shall within 10 business days of the date the grievance occurred, meet with the Fire Chief in order to attempt to resolve the matter. Within five business days thereafter, the Fire Chief shall submit his answer in writing to the Grievance Committee and the aggrieved employee. If a resolution is reached, the resolution will be placed in writing and posted.

(b) If no resolution is reached and posted within one week of the date on which the Chairman of the Grievance Committee and Union President met with the Fire Chief, the employee and the Grievance Committee, shall present the facts in writing to the head of the department. Within five business days thereafter, the head of the department shall submit his answer in writing to the Grievance Committee and the aggrieved employee.

Section 2. Grievance Appeal. Should the Union decide that the reply of the head of the department is unsatisfactory, the Union Grievance Committee shall within five business days submit the facts of the grievance in writing to the Personnel Committee of the Common Council of the City of Manitowoc. In the event the Union requests a meeting with the Personnel Committee for verbal presentation of the grievance, the Committee shall hear the verbal presentation of the grievance at its next scheduled monthly meeting. In the event the Union does not request a meeting with the Personnel Committee, the Personnel Committee shall, within 5 business days of the submission of the grievance in writing to the Committee, reply to the Union in writing of its decision. It is understood that it is not always possible to call a Personnel Committee meeting within a matter of days from the date of the grievance being filed. Under those circumstances both Union and the City agree to extend the time frame set forth herein.

Section 3. Grievance Arbitration. Within ten (10) business days after the Committee's decision, the Union may demand arbitration upon five (5) business days' notice in writing to the Director of Human Resources. If the two parties cannot mutually agree upon an arbitrator within ten (10) business days, after the Director of Human Resources receives the notice the parties shall request a panel of staff arbitrators and commissioners from the Wisconsin Employment Relations Commission to strike from.

The arbitrator shall not have the authority to change any of the terms or provisions of this Agreement. The expense of the arbitration shall be divided equally between the parties to this Agreement.

Section 4. Section 62.13 Procedure. Suspension, dismissal and reduction in rank of employees in the department shall be governed by Section 62.13 of the Wisconsin Statutes. Other disciplinary matters not referred to in Section 62.13, such as oral or written warning notices, shall be subject to the grievance procedures of this Article.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1. Educational Leave. The Chief of the Fire Department with approval of the Common Council may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: Attendance at a college or university for the purpose of training in subjects related to the work of department personnel and which will benefit its employees and the City Service. The Common Council, upon recommendation of the Fire Chief, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized college or university and for other purposes that are deemed beneficial to the City Service.

Section 2. Personal Leave. The Chief of the Fire Department may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year.

ARTICLE 9 - COMPENSATION

Section 1. Compensation Schedule.
(a) Base Salary. The pay of employees of the Fire Department and Rules for Administration shall be as set forth in this Agreement. The salaries listed are on a monthly basis to be paid bi-weekly. The rates of pay prescribed herein are based on full time employment at normal working hours.

Lieutenant Grissom will continue to be paid at the Captain rate as set forth by the Collective Bargaining Agreement during the remainder of his employment with the City of Manitowoc and shall receive increases to his base rate in a manner consistent with increases received by other members. The parties will address Lieutenant Grissom's compensation rate if he no longer serves as Lieutenant. Lieutenant Grissom shall be the only employee eligible to receive the Captain-level pay rate after February 29, 2024.

Effective end of day on February 29, 2024, no employee shall receive or be eligible to receive acting Captain pay. No employee shall receive acting Captain pay for backfilling any vacancy of Lieutenant Grissom after February 29, 2024.

Classification	Mo. Pay effective first full pay period after 01/01/2025	Mo. Pay effective first full pay period after 01/01/2026	Mo. Pay effective first full pay period after 01/01/2027
	4.00%	4.00%	5.00%
Captain	\$7,437	\$7,734	\$8,121
Lieutenant	\$7,353	\$7,647	\$8,029
Motor Pump Operator	\$6,808	\$7,080	\$7,434
Firefighter H	\$6,674	\$6,941	\$7,288
Firefighter G	\$6,345	\$6,599	\$6,929
Firefighter F	\$6,016	\$6,257	\$6,570
Firefighter E	\$5,687	\$5,914	\$6,210
Firefighter D	\$5,358	\$5,572	\$5,851
Firefighter C	\$5,028	\$5,229	\$5,490
Firefighter B	\$4,700	\$4,888	\$5,132
Firefighter A	\$4,571	\$4,754	\$4,992

(b) EMS Certification Pay. Effective as of January 3, 2022, the monthly Paramedic and EMT pay shall be as follows:¹

All Wisconsin-licensed Paramedics: 7.0% Firefighter H monthly base pay

(c) Acting Pay. In the event an employee at a lower classification is qualified for and is temporarily required to serve and accept full responsibility for work as an MPO or Lieutenant, such employee shall receive the pay for the higher classification if so assigned for one continuous tour of duty of eight (8) hours or more. Acting pay will be based on the number of hours worked. No acting pay will be applied for a two-person ambulance.

In order to receive acting pay for the rank of Lieutenant, the employee must have participated in and passed the most recent promotional procedure for Lieutenant, as outlined in Article 6, Section 1 (a) and must possess the pumper and aerial state certifications. In absence of a qualified acting Lieutenant the most qualified MPO will assume the role of acting Lieutenant. In order to receive acting pay for the MPO position, the employee must possess the pumper and aerial state certifications.

In the event of trades, only the employee who actually works shall receive any additional compensation under this provision.

(d) Cross Staffing. Cross-staffed engines and fire department ambulances are vehicles housed in a fire station which are operated by a station crew which has responsibility for both units. In the event the officer of the cross-staffed crew does not

¹ Language from 2019-2021 CBA will apply on 1/1/2022 and 1/2/2022.

possess certification as a paramedic, the senior paramedic assigned to the crew will be responsible for the medical aspects of the call, and will assume this responsibility without receiving acting pay.

Section 2. Administrative Rules. The foregoing pay ranges shall be interpreted and applied as follows:

(a) Initial Employment and Probationary Period. The lowest or minimum rate in the range shall be the entrance rate payable to any person on first appointment to a position. All newly hired employees shall be considered probationary for the first 12 months of their employment with the employer except for fringe benefits which shall be a six-month period where applicable. Continued service beyond 12 months shall be evidence of satisfactory completion of probation.

(b) Reinstated Employees. An employee shall be paid at a pay rate within the approved pay range for the position in which he/she is reinstated, but not at a rate in excess of the employee's pay at the time of resignation or leave of absence, generally at former pay modified by any general adjustment in the pay level of City Employees.

(c) Promotions. When an employee is promoted to a position in a higher class, the employee's pay shall be increased to the minimum rate for the higher class. If his/her present rate is equal to or exceeds this minimum, the employee's pay shall be increased to the next higher step in the new class, regardless of time since last increase.

(d) Transfer. There shall be no immediate change in the pay rate of an employee who is transferred unless the employee's pay is below the approved minimum of the new position. If an employee is transferred to a position in a class having a higher pay range than the class from which the employee was transferred, such change shall be deemed a promotion and the provisions governing promotions shall apply. If an employee is transferred to a position in a class having a lower pay range than the class from which he/she was transferred, such change shall be deemed a demotion and the provisions governing demotions shall apply.

(e) Demotions. When an employee is demoted to a position in a lower classification, the employee shall be paid at a rate which is within the approved range for the lower classification. The rate of pay for the position shall be set by the Personnel Committee, or its successor Committee.

(f) Change in Classification. Any change in a position classification as allocated herein must first be recommended by the Appointing Officer and approved by the Personnel Committee and the Union. The provisions governing promotions and demotions shall apply in determining the new pay level.

(g) Steps. The steps shall be administered as follows:

- Step A = starting salary in class;
- Step B = salary after 1 year of employment;
- Step C = salary after 2 years of employment;
- Step D = salary after 3 years of employment;
- Step E = salary after 4 years of employment;
- Step F = salary after 5 years of employment;

Step G = salary after 6 years of employment;

Step H = salary after 7 years of employment;

(h) Intermediate Steps. The several rates or intermediate steps prescribed in the ranges are the standard rates of pay authorized for full time employment.

(i) EMT and Paramedic Certification-Employees Hired After September 1, 1990. As part of its management rights, the City specifically reserves the right to require that any employee hired after September 1, 1990 obtain and maintain a State of Wisconsin license as a EMT-I, EMT-D or paramedic as a condition of employment. Any employee who fails to maintain the qualifications under this subsection as an EMT-I, EMT-D, or Paramedic shall be given one reasonable opportunity to recertify for the designation. Loss of license shall automatically remove an employee from eligibility for assignment to the ambulance. This provision shall not prohibit assignment to a cross-staffed ambulance as a driver.

Section 3. Clothing Allowance. The budget of the Fire Department shall have an account to be known as "Clothing Allowance".

The clothing allowance shall be \$500 each year. New employees shall be required to purchase their initial uniform jacket with this allowance. If the annual allowance is not used within the calendar year, the remaining balance shall be forfeited. Employees will be able to purchase uniforms up to December 1 of the current year and must pay any outstanding balance by December 15 of the current year.

It shall be mandatory for employees to purchase an approved Class A dress uniform that fits, within 60 days of meeting the probationary period.

The Chief of the Fire Department shall have discretion as to the type of clothing allowed to be purchased by employees of the Fire Department.

Effective January 1, 2010 there will be a Quartermaster who is responsible for the clothing allowance recordkeeping. The Quartermaster will be the Local 368 Clothing Chairperson. The Quartermaster will be paid \$600 annually in two installments. The first installment of \$400 will be paid in the first paycheck in June and the remaining balance will be paid out in the last paycheck in December. The final payout in December is contingent upon completion of all job-related duties.

The City shall furnish all firefighting protective gear required by Administrative Code as may be amended.

Section 4. Overtime Pay. Overtime shall be compensated at one and one-half (1 ½) times straight time, at an hourly rate, as defined by Article 5, Section 1.

Section 5. Longevity Pay. Longevity pay shall be as follows:

\$10.00 per month after 6 years of employment;

An additional \$10.00 per month after 10 years of employment;

An additional \$10.00 per month after 11 years of employment;

An additional \$10.00 per month after 15 years of employment.

490 Section 6. Continuing Education.

491 (a) Educational Credit Payments. The City of Manitowoc agrees to add \$1.00 per
492 month for the successful completion of any credit to the salary of the person earning
493 the credit up to a maximum of \$6.00 in any twelve-month period and up to a total
494 maximum of \$64.00 per month. Credits carried beyond the six (6) per year may be
495 submitted at a later date as long as it does not exceed six (6) per year. The Chief will
496 allow credits for classes taken prior to employment at the Manitowoc Fire Department,
497 provided he/she approves the classes.

498 Credits earned and paid for by the City of Manitowoc through the city tuition
499 reimbursement program will not be eligible for educational credit compensation.
500 Firefighters shall have access to all tuition reimbursement programs available to general
501 municipal employees.

502 The city shall pay for any training, education, continuing education,
503 certifications, or materials required by the city for employment. This includes- but is not
504 limited to- paramedic recertification.

505 **ARTICLE 10 - VACATIONS AND HOLIDAYS**

506
507 Section 1. Vacation.

508 (a) Vacation Leave. Employees of the Fire Department shall be granted an
509 annual paid vacation leave, which must be taken each calendar year, as follows:

510 After the first year of service:	6 work days
511 After two years of service:	9 work days
512 After six years of service:	10 work days
513 After ten years of service:	12 work days
514 After fifteen years of service:	13 work days
515 After twenty years of service:	14 work days
516 After twenty-five years of service:	15 work days

517
518 Sick leave shall not be deducted for illness during the vacation period or holidays.

519 (b) Sickness or Leave of Absence. Sickness or other authorized leaves of absence
520 shall not be considered an interruption of continuous service.

521 (c) Proration. In the event of termination of employment or death, accrued
522 vacation pay shall be prorated.

523 Section 2. Holidays.²

524 (a) Holidays Granted. All employees shall receive eight (8) paid holidays in a
525 calendar year, and any other day proclaimed in writing as a paid City holiday by the
526 Mayor and Common Council. Employees shall receive their holidays not by being off on
527 specific legal holidays, but by selecting compensatory days off as provided for in this
528 Article.

² Holiday Sell-back was bargained out of the contract in the 2016-2018 contract.

529 (b) Holiday Overtime Pay. Employees of the Fire Department who work on the
530 following days shall be compensated at the rate of time and one-half (one and one-half
531 times straight time as defined in Article 5).

532
533 New Years' Day
534 Half of Good Friday
535 Easter Sunday
536 Memorial Day
537 Fourth of July
538 Labor Day
539 Thanksgiving Day
540 Day after Thanksgiving
541 Day before Christmas
542 Christmas Day
543 Half Day before New Year's
544

545 (c) Holiday Call-In Pay. An employee who is called in to work outside of the
546 employee's scheduled hours on any of the holidays listed in Section 2 (b), or any other
547 day proclaimed in writing as a paid City holiday by the Mayor and Common Council shall
548 be compensated at the rate of two times regular pay for such call in. In the case of a
549 half day holiday in Section 2(b), this double time pay shall be limited to the first twelve
550 hours worked. Employees involved in trades shall not receive any additional
551 compensation under this provision.

552 Section 3. Vacation and Holiday Selection Limits.

553 (a) Vacation Schedule. All vacation days will be selected on a seniority basis.
554 Vacation days can be selected at any time during the year, with the following
555 stipulations: No more than six (6) work days can be selected during June, July and
556 August. Vacation shall be taken in increments of not less than three consecutive
557 working days during the months of June, July and August. If the first or the third day of
558 the three consecutive days begins or ends in the months of May or September that day
559 will be included in the above stipulation. The selection of vacation days for any year
560 shall start October 1 and be completed by December 15 of the preceding year.

561 (b) Holiday Selection. Holiday compensatory off days shall be selected on a
562 seniority basis after all members of the bargaining unit have selected their vacation
563 time. Holidays may be selected at any time during the year, but all holiday selections
564 must be completed by December 15 of the preceding year.

565 (c) Vacation and Holiday Selection Limits. When selecting vacation and holidays,
566 no more than three (3) members of the bargaining unit shall be permitted to select off
567 days per shift at any time, but a fourth (4th) member may be permitted off at the
568 discretion of the Fire Chief. On Christmas Eve and Christmas Day, no more than four (4)
569 members of the bargaining unit shall be permitted to select off days per shift at any
570 time, except that a fifth (5th) member may be permitted off at the discretion of the Fire
571 Chief.

No combination of three (3) officers who are members of the bargaining unit may be off on the same day, except at the discretion of the Fire Chief. No paramedic or combination of paramedics shall select time off which would result in less than four (4) paramedics scheduled to work on any shift, provided, however, that if only four (4) paramedics are assigned to a shift, one paramedic shall be permitted to select time off on any particular day, subject to other restrictions herein.

(d) Seniority. Departmental seniority shall be determined by the first day of employment with the department. For employees hired on the same day, seniority will be based on eligibility list order. The seniority order shall be final and unalterable. For purposes of promotion, Article 6, Section 1(c) applies.

(e) Trades of Work Time. Trades of work time may be done between individuals with certain limitations to ensure that the orderly function of the department is not disturbed.

1. Trades must be approved by the Battalion Chief, or in his/her absence, the Assistant Chief.
2. In general, no trade shall be made with a person who is more than a single rank below you. Exceptions to this shall be allowed with the approval of the Chief or Assistant Chief if the seniority on the unit is not disrupted to the point where a member is forced to assume acting officer responsibilities.
3. The EMS qualifications of the person you trade with must be at least equal to yours, unless sufficient personnel with the necessary EMS qualifications are assigned to the unit.
4. Any schedule adjustments due to trades of work time between individuals must be agreed to by all individuals affected by said trade.
5. The individual requesting the trade within forty (40) hours will be responsible for all paperwork and moving any and all clothing.

ARTICLE 11 - PARKING

The City shall furnish three (3) parking stalls in the block in which Station One is located and four (4) parking stalls in the Tenth Street parking lot for the use of on-duty Station One personnel covered by this contract.

ARTICLE 12 - UNION ACTIVITY

The Union agrees to conduct its business off the job as much as possible. The Union shall be allowed to hold its meetings at any fire station with the permission of the Fire Chief. This article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedure outlined in this Agreement and shall not work to prevent certain routine business such as the posting of Union notices and bulletins. Business agents or representatives of the Union having business with the officers or individual members of the Union may confer with such officers or members during the course of the working day for a reasonable time, provided that

614 permission is first obtained from the commanding officer, or superior officer, or
615 superior officer of that Union officer or member. Members who are chosen by the Local
616 Union to be delegates to attend Union seminars or conventions will be given time off
617 without pay but not in excess of three (3) days per year per delegate. The Union will
618 reasonably attempt to use the delegate's days off for said purpose.

619 Time spent in the conduct of grievance and in bargaining shall not be deducted
620 from the pay of delegated employee representatives of the Union. The bargaining
621 committee shall be limited to no more than six (6) members, not more than two (2) of
622 whom shall be on duty during said bargaining or grievance session.

623 **ARTICLE 13 - MILITARY LEAVE**

624
625 Personnel of the Fire Department who enter active service of the Armed Forces
626 of the United States and return, shall be entitled to their departmental seniority and the
627 rate of pay and position they would have been entitled to had their service with the Fire
628 Department not have been interrupted by service in the Armed Forces.

629 **ARTICLE 14 - FUNERAL LEAVE**

630
631 Section 1. Pallbearers. All employees who act as pallbearers for any deceased
632 person whose funeral takes place during regular working hours may also be granted
633 time off, with pay, with the permission of the Chief. Permission shall be granted for this
634 service unless an emergency situation exists, or if not detrimental to the job in the
635 opinion of the Chief.

636
637 Section 2. Death in Immediate Family. When there is a death in the immediate
638 family of an employee ("immediate family" being defined as that of an employee's
639 parent, legal guardian, spouse, step-parent, sibling or step-sibling, sibling-in-law, father-
640 in-law, mother-in-law, child or step-child, grandchild, grandparent, son-in-law, or
641 daughter-in-law), a maximum of two (2) consecutive twenty-four (24) hour duty periods
642 of leave will be granted with pay to such employee, if needed.

643 If additional funeral leave is needed for the above-named relatives, then it will
644 be charged to sick leave.

645
646 Section 3. Limitation on Funeral Leave. Funeral leave may not be substituted for
647 previously scheduled paid leave days

648 **ARTICLE 15 - SICK LEAVE**

649
650 Section 1. Accumulation. After a firefighter has been employed for one (1) year
651 of service, he/she will be granted sick leave credit equal to ten (10) 24-hour work days
652 at his/her hourly pay rate. For each year of service after the first year, an additional ten
653 (10) days of sick leave credit will be granted on the anniversary date. Such sick leave
654 credit of ten (10) days for each year may be accumulated to a total of not more than
655 one hundred (100) days. All sick leave use is subject to the conditions in Section 2 of this

Article. Firefighters in their first year of employment may be fronted three (3) shifts of sick time for the employee's illness at the discretion of the Chief or Chief's designee, which will be deducted off of their sick leave after one year of employment. Employees who separate within their first year of employment with a negative sick leave balance will be required to reimburse the City on a pro-rata basis.

Section 2. Use of Sick Leave. Any employee may use sick leave with pay for absences necessitated by injury or illness of the employee or of a member of the employee's immediate family residing in the employee's household or exposure to contagious disease. For purposes of this Article, a female employee who is unable to perform her duties because of pregnancy or recovery from child birth shall be eligible for sick leave.

In order to be granted sick leave with pay, an employee must (a) report promptly to his/her department head or his/her designee the reason for the absence; (b) Except for the first call-in in a calendar year; submit to a physician's examination provided by the City if sick leave extends beyond eight hours; (c) keep the department head or his/her designee informed of the employee's condition if the absence is of more than three (3) working days duration; (d) provide notice of status at least 12 hours prior to the beginning of the next regularly-scheduled work period; (e) provide a personal physician's statement that the employee is unable to work if the absence is for more than one work day. Provision (e) would be unnecessary if the examination provided by the City verified the need to be off for more than one work day. In the event provision (b) is invoked, the Chief shall provide a letter of explanation, including reasons for invoking this provision, to the union president within seven days.

City may verify sick leave.

Section 3. Sick Leave Credits. Credits beyond the maximum accumulated ninety (90) days on the anniversary date of employment will be paid each employee each year on the basis of one-half ($\frac{1}{2}$) the value of excess credits when the employee's total first exceeds ninety (90) days. Thereafter, employees shall be paid as follows: On the anniversary date of employment, each employee shall be paid one-half ($\frac{1}{2}$) of the sick leave credits over ninety (90) but not more than five (5). The number of sick days the employee had taken between the last anniversary date and the present anniversary date shall be deducted from the 10 credits earned for the year, and the remaining days shall be added to the employee's total. The difference between the last anniversary date total and the present anniversary date total shall be used in computing the amount of sick days the employee shall be paid for. One-half ($\frac{1}{2}$) of the difference shall be paid for and the other one-half ($\frac{1}{2}$) shall be added to the employee's total. This process shall continue until the employee has accumulated one hundred (100) days. Once the employee accumulates one hundred (100) days, the same process for payment shall continue except that the employee shall not receive any unpaid sick leave credit over (100) days.

Employees who retire may elect to have either a cash payment or to have the employer retain all of the sick leave credits for payment of the cost of continued

coverage under the group hospital and surgical insurance policy. If the employee chooses the second option the Finance Director's office shall record the employee's credits and payments and shall notify the employee when the fund is exhausted. Should the employee desire to withdraw any remaining credits at any time, the employee may do so, but in no event may the employee return to the fund thereafter. However, the employee would thereafter be entitled to continue health insurance under the group policy by making personal payments. Should there remain an amount in the employee's account smaller than the amount of health insurance premium, the employee may add the difference from personal funds or may withdraw that amount and pay the entire premium from personal funds.

All sick leave credits accumulated by employees who leave the employment of the City either by choice or dismissal shall be canceled and no payments be made. Employees eligible for retirement annuity or in the event of death while in service will receive all sick leave credits accumulated by them from the City immediately upon retirement or death.

All sick leave credits are to be computed by dividing the annual wage or salary by two hundred three and thirty-three hundredths (203.33) days in order to arrive at the daily wage or salary rate.

ARTICLE 16 - DUTY-INCURRED DISABILITY PAY

Section 1. Worker's Compensation. Employees subject to this Agreement shall be entitled to Worker's Compensation pursuant to the provisions of the Wisconsin Statutes and laws of the State of Wisconsin.

Section 2. Death or Disability Benefit. In the event of the duty-incurred total disability or death of an employee, the employee or, in the case of the employee's death, then the employee's estate, shall be paid in one lump sum, one (1) year's regular pay at the rate in effect at the death or the commencement of the disability, in addition to the sick leave, worker's compensation, state life insurance, or any other benefits to which said employee or his or her estate is entitled, by virtue of this Agreement or employment. A "total disability" shall be a disability as defined in Section 40.63(1)(b) and (11), Wis. Stat. (1981-1982). An order awarding Section 40.65, Wis. Stats., special disability or death benefits to an employee or his spouse, whether based on the operation of Section 891.45, Wis. Stats., or on other evidence, shall be conclusive evidence that a disability or death is "duty-incurred." For purposes of this section, the term "regular pay" shall be defined to consist of base salary plus longevity, educational credit payments, any EMS differential payments, and 72 hours of vacation pay at the "hourly wage."

738 **ARTICLE 17 - INSURANCE AND PENSION**

739
740 Section 1. Health Insurance.

741 (a) Description of Coverage. If there is a determination by the WERC or the
742 Wisconsin Supreme Court that any element of health insurance, other than premium
743 contributions, is a mandatory subject of bargaining, the parties will negotiate over the
744 mandatory subject with the benefit provided in 2011-2012 as the base for such
745 negotiations, there shall be no retroactivity of such benefit.

746 (b) Premium Contribution. The City agrees to pay 87.5% of the premium for
747 employees having single and family plan coverage and employees will pay 12.5% of the
748 premium for single or family plan coverage.

749 The City's contribution to the health insurance premium for part time employees
750 hired on or after January 1, 1990 shall be prorated.

751
752 Section 2. Pension. The employee shall pay the full employee share of the
753 contribution to the Wisconsin Retirement Fund.³

754
755 Section 3. Life Insurance. The City shall pay 11/12ths of the life insurance
756 premium for each employee to the next \$1,000.00 of said employee's salary. The City
757 shall deduct by payroll deduction the employee's share and forward it to the trustees of
758 the group plan.

759
760 Section 4. Health Insurance for Retirees. Effective January 1, 1979, the City shall
761 pay 50% of the health insurance premiums for paragraphs (a) and (b) below.

762 (a) Retirees. Any participating employee of the Group Hospital, Surgical, Major
763 Medical may elect to continue to be covered as part of the Group under the rules of the
764 plan until reaching the age of 65. This benefit is designed to provide coverage for
765 employees forced to retire under disability provisions of Chapter 62.13 and the
766 Wisconsin Retirement Fund.

767 The provisions of Article 17, Section 1, shall apply to such retired employees.
768 However, an employee forfeits and waives all benefits under this provision if he/she
769 becomes covered by any other group health insurance plan. Coverage under this plan
770 will cease when the employee reaches the age of 65. After an employee reaches the
771 age of 65, said employee may elect to stay in the group insurance but the full cost of the
772 premiums must be paid by the employee.

773 Any retired Firefighter who has become eligible for other hospital, surgical,
774 major medical insurance and loses that eligibility, shall upon written request to the City,
775 be reinstated in the City's hospital, surgical, major medical insurance plan under the
776 provisions of Article 17, Section 1 without a physical examination or waiting period.
777

³ Union began contributing full employee share on January 2, 2014.

(b) Dependent Survivors. In the event that an active or retired firefighter dies leaving dependent survivors, those survivors shall be entitled to health insurance under the provisions of Article 17, Section 1 until such time as single dependents exceed the age for dependent coverage under the terms of the City health insurance policy or until the surviving spouse of the deceased firefighter shall remarry, obtain other health insurance coverage, or reach the age of 65.

Section 5. Malpractice Insurance. The City agrees to provide insurance to cover employees in the event liability or damage claims are made while the employees are performing their duties.

Section 6. Cafeteria Plan. Firefighters shall have access to all cafeteria plans (HSA, FSA, dependent care) available to general municipal employees.

ARTICLE 18 - SAFETY

Section 1. Safety Glasses. The City agrees to pay 75% of the cost of one (1) pair of safety glasses for each employee requiring the glasses but the cost to the employee shall not exceed \$5.00. The City will then pay the difference. The employee shall pay for special features. The employee shall pay for the examination. This provision shall apply to each employee only once unless there is a change in prescription. This benefit is not transferable among employees and is not transferable to members of the employee's family or to anyone else. This benefit is for the employee only. All glasses or contacts broken while on duty shall be replaced by the City with the City responsible for all costs of replacement.

Air mask face piece spectacles may also be purchased under the provisions of this section. The City will contribute an amount equal to the amount the City normally contributes for an average pair of basic safety glasses. The employee's direct contribution will not exceed \$5.00. The remaining cost may be charged by the employee against the clothing allowance.

Section 2. Firefighter Safety. In an effort to provide a minimum amount of safety to firefighters, the City shall comply with the first sentence of SPS 330.14(3)(a) and SPS 330.11(1)(a) as of January 1, 2020, and as they may be amended from time to time.

ARTICLE 19 - JURY DUTY

An employee may be granted a leave of absence with pay if called for jury duty unless excused from duty. Any compensation derived from such duty shall be turned over to the City.

ARTICLE 20 - SAVING CLAUSE

818 If any Article, sentence, clause or phrase of this Contract shall be held, for any
819 reason, to be inoperative, void, or invalid, the validity of the remaining portions of this
820 Contract shall not be affected.

821 In the event that any Article or Section of the Agreement is held invalid or
822 enforcement of which has been restrained, the parties affected thereby shall enter into
823 immediate collective bargaining negotiations, upon the request of the Union, for the
824 purpose of arriving at a mutually satisfactory replacement for such Article or Section
825 during the period of invalidity or restraint.

826 **ARTICLE 21 - AMENDMENT PROVISION**

827
828 This Agreement is subject to amendment, alteration, or addition only by
829 subsequent written agreement between, and executed by, the City and the Union
830 where mutually agreeable. The waiver of any breach term or condition of this
831 Agreement by either party shall not constitute a precedent in the future enforcement of
832 all its terms and conditions.

833 **ARTICLE 22 - MAINTENANCE OF EMPLOYMENT CONDITIONS**

834
835 All conditions of employment relating to wages, hours of work differentials,
836 general working conditions and practices which are not specifically provided for in this
837 Agreement and which are mandatory subjects of bargaining shall be maintained at not
838 less than the highest minimum standard in effect at the time of signing of this
839 Agreement, and the conditions of employment shall be improved wherever specific
840 provisions for improvements are made in this Agreement.

841 **ARTICLE 23 - STRIKES AND LOCKOUTS**

842
843 Section 1. Prohibition. There shall be no lockout on the part of the employer
844 and there shall be no strike, work stoppage or slowdown authorized, sanctioned,
845 approved or engaged in by the Union against the City during the term of this
846 Agreement.

847
848 Section 2. Union Responsibility. It is further agreed that in all cases of
849 unauthorized activity (i.e. strikes, work stoppages or slowdowns) the Union shall not be
850 liable for damages resulting from such unauthorized acts of its members and shall
851 undertake every reasonable means to induce employees to return to work.

852 **ARTICLE 24 - HEALTH PROGRAM**

853
854 Section 1. Medical Examinations. Each member of the bargaining unit agrees to
855 submit to no more than one medical examination every three years as directed and paid
856 for by the City, which will include profession-specific screenings. Medical exams will be
857 administered on a bargaining unit-wide basis unless the City has reasonable cause to
858 believe that the physical condition of a particular employee could adversely affect the

ability to perform the duties of a firefighter. Medical exams which are administered to different portions of the bargaining unit over a staggered three-year period shall be regarded as being administered on a bargaining unit-wide basis.

L368 members shall be entitled to complete confidentiality with respect to any and all medical examinations and physical assessments conducted pursuant to this program. The city will not require Local 368 members to waive patient/physician confidentiality with respect to the results of any portion of the medical examination, their medical records or physical, except if evaluations are needed to determine fitness for duty and workers compensation purposes.

Section 2. Fitness. The fitness program shall consist of ninety (90) minutes per day, preferably between 0800 and 1000 hours, for physical fitness activity and a clean-up period. Employees shall wear appropriate and respectable exercise attire while exercising. Employees shall be permitted to wear their uniforms or turnout gear over exercise attire if they are responding to a call. Approved (by the Chief) workout attire may be purchased through the employee's clothing allowance. The City will support the program as fiscally possible.

Section 3. Fit-For-Duty. Physical exams will be administered on a unit-wide basis unless the City has reasonable cause to believe that the physical condition of a particular employee could adversely affect the ability to perform the duties of a firefighter. In that case, administration will supply the employee with a letter of reasoning for the decision to have a physical exam performed out of the scheduled three-year cycle. If an initial physical exam indicates an employee has a physical problem which does not permit the employee to return to work, the employee will have to use sick leave or light duty until a confirmatory test affirms that the original diagnosis found during the exam is correct.

Section 4. Payment Responsibility. The cost of all initial required assessments, tests, and exams shall be at the expense of the city. Confirmatory tests are the initial responsibility of the affected employee. If the confirmatory test concludes that the initial suspected diagnosis which prevented the employee from returning to work was not correct, the City would agree to pay any out-of-pocket costs incurred by the employee which were not covered by the employee's health insurance.

ARTICLE 25 - RESIDENCY PROVISION

All employees hired after January 1, 2001 shall establish their primary residence within fifty (50) miles of the City of Manitowoc limits within one year of employment.

ARTICLE 26 - LINEN AND LAUNDERING PROVISION

Section 1. Linen. Manitowoc Fire Department agrees to supply each member of L368 with two fitted bed sheets, two flat sheets, two pillow cases, and two bath towels. The City agrees to replace above mentioned bed linen and towels when they have

become worn out. L368 agrees that its members shall replace any above-mentioned items lost or damaged by any of its members- ordinary wear and tear excepted. Individual clothing allowance funds can be used to replace any lost or damaged sheets with a limit of four sheets (fitted or flat), two towels, and two pillow cases per calendar year.

Section 2. Laundering. The city agrees to provide L368 members with a minimum of one functioning washer and one functioning dryer at each firehouse. L368 members agree to wash and dry kitchen cloths, vehicle drying rags, and department issued clothes and linens. Any laundering duties shall not interfere with other duties assigned at the time. No ambulance linens shall be washed by Local 368 members.

ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE

Section 1. Duration. This Agreement shall be effective as of January 1, 2025 and remain in force and effect to and including December 31, 2027 and shall renew itself for additional one year periods until and unless either party before the expiration of the Agreement or in the case of annual renewal terms thereafter, before July 1 of this or any subsequent year thereof, notifies the other party in writing that it desires to alter or amend the same at the end of the contract term, except, however, that where negotiated, the terms and provisions of this existing Agreement shall be deemed to continue, but subject to retroactivity and other provisions of the new Agreement as finally negotiated and signed, but in no event shall the provisions of Article 23 be effective.

Section 2. Negotiations. The parties recognize their duty to bargain in good faith and therefore negotiations may begin at any time, preferably prior to August 15, and the parties shall attempt to complete negotiations by the last Tuesday of October.

ARTICLE 28 - OFF-DUTY EMPLOYMENT

Members of Local 368 will be prohibited from performing firefighting or emergency medical services for any municipalities within the county or any rival organization operating a paid, partially paid, paid on-call or volunteer department in competition of another local unionized fire department.

934

935 In witness whereof, the parties hereto have executed this Agreement on this ____ day
936 of _____, 2024.

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 368**

CITY OF MANITOWOC

By: _____
Benjamin Molnar , President

By: _____
Justin M. Nickels, Mayor

Attest: _____
Kevin Fabian, Vice President

Attest: _____
Mackenzie Reed-, City Clerk

APPENDIX A – GLOSSARY

Definitions

Annual base salary (Article 5, Article 15): Base salary (monthly pay as detailed in Article 9, Section 1(a)) multiplied by 12 months

Base salary (Article 9, Article 17): monthly pay as detailed in Article 9, Section 1(a)

Double-Time: Straight time x 2

Half-Time Premium (Article 4): Half of hourly pay

Hourly Pay (Article 15)/Hourly Wage: annual base salary/2912

Regular Pay (Article 16): Base salary + longevity + educational credits + EMS differential payments + 72 hours of vacation pay at hourly wage

Straight Time (Article 5): the sum of EMS pay, educational credit pay, longevity, and annual base salary and dividing that sum-by two thousand, nine hundred and twelve (2,912) hours