

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - HOURS OF WORK

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

(a) Reporting Late. Employees will be considered late when not present for roll call promptly at 0700 hours unless excused by the Officer in charge. Employees shall be in proper uniform and have turnout gear on or near assigned apparatus by 0700 hours. Penalties for inadvertent tardiness will be assessed as listed below. Officers in charge are duly obligated to advise the ranking Officer at headquarters of violations of these punctuality rules.

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

1st time in calendar year: Verbal warning

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

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

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

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

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

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

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

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

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

(b) Duty-Related. Employees who are recuperating from a duty-incurred injury will be temporarily assigned light duty work by the Chief, notwithstanding the employee's inability to perform all essential job functions.

(c) Non-Duty-Related. Employees who are recuperating from a non-duty incurred injury or illness will be assigned light duty work upon the employee's request and the physician's written approval, subject to subsection (a). However, the employee must report for any department-wide training that is consistent with the restrictions outlined by the physician.

(d) Pregnancy. Employees who are pregnant will be assigned light duty work upon the employee's request and the physician's written approval, subject to subsection (a). However, the employee must report for any department-wide training that is consistent with the restrictions outlined 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.

212 Section 2. Call-In Pay.

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

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

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

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

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241 Section 4. Stand-by Duty. Employees who voluntarily agree to a request by the
242 Chief or his/her designee to serve on paid stand-by duty, remain within two (2) miles of
243 the Manitowoc City limits, and respond immediately shall receive compensation of
244 \$2.70, for each hour on such stand-by duty. Stand-by pay stops at the time the
245 employee reports for duty. Time reporting and time leaving shall be rounded to the
246 nearest 15-minute increment.

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

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

251 Pay for such standby shall be as specified in the preceding paragraph.
252 This provision does not create any minimum manning obligation.
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