

AGREEMENT
BETWEEN
CITY OF MANITOWOC
and

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

2025~~22~~-2027~~24~~

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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) ~~(a) Reporting Late.~~ Employees will be considered late when not present
57 for roll call promptly at 0700 hours unless excused by the Officer in
58 ~~charge~~ Station Officer. Employees shall be in proper uniform and have
59 turnout gear on or near assigned apparatus by 0700 hours. Penalties for
60 inadvertent tardiness will be assessed as listed below. Officers in charge
61 Station Officer

62 (b) are duly obligated to advise the ranking Officer at headquarters Battalion
63 Chief of violations of these punctuality rules.

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

66 1st time in calendar year: Verbal warning
67 2nd time in calendar year: Written warning with reference to penalty for
68 subsequent incidents.
69 3rd time in calendar year: 2-hour penalty (sent home with a 2-hour loss in pay)
70 4th time in calendar year: 4-hour penalty (sent home with a 4-hour loss in pay)
71 5th time in calendar year: Referral to Police & Fire Commission
72 All verbal or written warnings for reporting late to roll call shall be issued within
73 seven (7) business days of said infraction. Business days include 7:00 A.M. on Monday
74 through 5:00 P.M. on Friday of each week, excluding legal holidays.

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

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

83 A continuous lunch period of 60 minutes as near as possible to the period
84 between 1130 and 1230 hours will be provided. Meal preparation time for lunch will not

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Battalion Chief

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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:

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

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

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

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

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

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

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

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

160 Section 4. Light Duty.

161 (a) General Provisions. Light duty assignments shall include duties consistent with
162 those normally performed by firefighters or to perform other duties of other City
163 employees when the Fire Chief determines performance of such duties is advantageous
164 to the City. Attendance in training sessions shall ~~thus~~ not be preempted by other
165 assigned duties. ~~One employee per shift (duty related and non-duty related) will be~~
166 ~~assigned to light duty on a 24-hour work day. A second employee per shift, if assigned~~
167 ~~light duty, the employee will be assigned to an 8-hour day, 40-hour work week. Light-~~
168 ~~duty assignments will be assigned in order of chronological notification of light-duty~~
169 ~~restriction to by the Fire Chief. Any employee outside of the second firefighter per shift~~
170 ~~seeking light-duty assignment will take sick leave. 40-hour light-duty firefighters will be~~

171 allowed to be off during their scheduled vacation and holiday periods and for
172 previously-scheduled trades.

173 ~~Any light duty shall not exceed 120 calendar days from the date on which a~~
174 ~~physician certifies that the employee is eligible for light duty. The 120 calendar days of~~
175 ~~light duty begins on the date that the physician initially certifies the employee as eligible~~
176 ~~for light duty, whether or not the employee commences light duty on that day. This~~
177 ~~provision applies for duty and non-duty related illness, duty and non-duty related~~
178 ~~injury, and matters related to pregnancy to comply with the Pregnant Workers Fairness~~
179 ~~Act. The maximum amount of light duty days may be increased by consent of the Chief~~
180 ~~and Union in consultation with the employee and physician.~~

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

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

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

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

197 **ARTICLE 5 - EXTRA HOURS**

198
199 Section 1. Overtime. The "hourly wage" shall be obtained by dividing the annual
200 base salary by two thousand, nine hundred and twelve (2,912) hours.

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

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

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

211 In recognition of the fact that the biweekly pay will include straight time pay for
212 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 ~~two (2) weeks~~ 10 business days of the date the grievance occurred, meet with the Fire Chief in order to attempt to resolve the matter. Within ~~one (1) week~~ 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 ~~one (1) week~~ five business days thereafter, the head of the department shall submit his answer in writing to the Grievance Committee and the aggrieved employee.

Commented [4]: 10 business days

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342 Section 2. Grievance Appeal. Should the Union decide that the reply of the head
343 of the department is unsatisfactory, the Union Grievance Committee shall within ~~one (1)~~
344 ~~week~~ five business days submit the facts of the grievance in writing to the Personnel
345 Committee of the Common Council of the City of Manitowoc. In the event the Union
346 requests a meeting with the Personnel Committee for verbal presentation of the
347 grievance, the Committee shall hear the verbal presentation of the grievance at its next
348 scheduled monthly meeting. In the event the Union does not request a meeting with
349 the Personnel Committee, the Personnel Committee shall, within 5 business days ~~one~~
350 ~~week~~ of the submission of the grievance in writing to the Committee, reply to the Union
351 in writing of its decision. It is understood that it is not always possible to call a
352 Personnel Committee meeting within a matter of days from the date of the grievance
353 being filed. Under those circumstances both Union and the City agree to extend the
354 time frame set forth herein.

Commented [7]: 5 business days

Commented [8]: 5 business days

355
356 Section 3. Grievance Arbitration. Within ten (10) business days after the
357 Committee's decision, the Union may demand arbitration upon five (5) business days'
358 notice in writing to the Director of Human Resources naming one person to act in its
359 ~~behalf on an arbitration board. The other party shall within ten (10) days after receiving~~
360 ~~the notice name one person to act in its behalf on said board. Said two persons shall~~
361 ~~name a third person to act on the arbitration board. However, if~~ the two parties cannot
362 mutually agree upon an ~~third~~ arbitrator within ten (10) business days, ~~afetr the~~
363 Director of Human Resources receives the notice the parties shall request a panel of
364 staff arbitrators and commissioners from same shall be named by the Wisconsin
365 Employment Relations Commission to strike from ~~after the parties are unable to agree~~
366 ~~on a third arbitrator. The Board of Arbitration shall meet within fifteen (15) days,~~
367 ~~excluding Sundays and holidays, after selection and submit a written copy of findings~~
368 ~~and decisions to both parties, which findings and decision of the Arbitration Board shall~~
369 ~~be submitted fifteen (15) days to the parties after the completion of the hearing.~~

Commented [9]: 10 business days

Commented [10]: 10 business days

Commented [11]: 10 business days

Commented [12]: 15 business days

Commented [13]: This can be removed due to business day language

Commented [14]: 15 business days

370 ~~Failure or refusal to appoint representatives to the Arbitration Board within the~~
371 ~~specified time shall constitute consent to arbitration by the Wisconsin Employment~~
372 ~~Relations Commission.~~

373 The ~~Board of Arbitration~~ shall not have the authority to change any of the
374 terms or provisions of this Agreement. The expense of the ~~third member acting as~~
375 ~~arbitrator~~ shall be divided equally between the parties to this Agreement.

376
377 Section 4. Section 62.13 Procedure. Suspension, dismissal and reduction in rank
378 of employees in the department shall be governed by Section 62.13 of the Wisconsin
379 Statutes. Other disciplinary matters not referred to in Section 62.13, such as oral or
380 written warning notices, shall be subject to the grievance procedures of this Article.

381 **ARTICLE 8 - LEAVES OF ABSENCE**

382
383 Section 1. Educational Leave. The Chief of the Fire Department with approval of
384 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 01/01/2022	Mo. Pay effective 01/01/2023	Mo. Pay effective 01/01/2024
-	2.25%	2.25%	2.25%
Captain	\$6,840	\$6,993	\$7,151
Lieutenant	\$6,603	\$6,752	\$6,904
Motor Pump Operator	\$6,261	\$6,402	\$6,546
Firefighter-H	\$6,138	\$6,276	\$6,417
Firefighter-G	\$5,835	\$5,967	\$6,101
Firefighter-F	\$5,533	\$5,657	\$5,785
Firefighter-E	\$5,230	\$5,348	\$5,468

Firefighter D	\$4,927	\$5,038	\$5,152
Firefighter C	\$4,625	\$4,729	\$4,835
Firefighter B	\$4,322	\$4,419	\$4,519
Firefighter A	\$4,203	\$4,298	\$4,395
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

(a)(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, ~~Captain~~ 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 ~~Captain or~~ Lieutenant, the employee must have participated in and passed the most recent promotional procedure for ~~Lieutenant~~ the rank just below the acting position, as outlined in Article 6, Section 1 (a). ~~Acting Captains must have passed the Lieutenants procedure, and Acting Lieutenants must have passed possess the MPO state certification exam pumper and aerial state certifications.~~ In absence of a qualified acting Lieutenant the most qualified MPO will

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

429 assume the role of acting Lieutenant. In order to receive acting pay for the MPO
430 position, the employee must ~~have passed~~ possess the ~~MPO state certification exam~~
431 pumper and aerial state certifications.

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

434 (d) Cross Staffing. Cross-staffed engines and fire department ambulances are
435 vehicles housed in a fire station which are operated by a station crew which has
436 responsibility for both units. In the event the officer of the cross-staffed crew does not
437 possess certification as a paramedic, the senior paramedic assigned to the crew will be
438 responsible for the medical aspects of the call, and will assume this responsibility
439 without receiving acting pay.

440
441 Section 2. Administrative Rules. The foregoing pay ranges shall be interpreted and
442 applied as follows:

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

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

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

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

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

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

Commented [15]: This sentence was added per Union President Molnar and Bargaining Chair MacDonald in conversation with MFD administration staff.

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

474
475 Step A = starting salary in class;
476 Step B = salary after 1 year of employment;
477 Step C = salary after 2 years of employment;
478 Step D = salary after 3 years of employment;
479 Step E = salary after 4 years of employment;
480 Step F = salary after 5 years of employment;
481 Step G = salary after 6 years of employment;
482 Step H = salary after 7 years of employment;
483

484 (h) Intermediate Steps. The several rates or intermediate steps prescribed in the
485 ranges are the standard rates of pay authorized for full time employment.
486

487 (i) EMT and Paramedic Certification-Employees Hired After September 1, 1990. As
488 part of its management rights, the City specifically reserves the right to require that any
489 employee hired after September 1, 1990 obtain and maintain a State of Wisconsin
490 license as a EMT-I, EMT-D or paramedic as a condition of employment. Any employee
491 who fails to maintain the qualifications under this subsection as an EMT-I, EMT-D, or
492 Paramedic shall be given one reasonable opportunity to recertify for the designation.
493 Loss of license shall automatically remove an employee from eligibility for assignment to
494 the ambulance. This provision shall not prohibit assignment to a cross-staffed
495 ambulance as a driver.
496

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

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

504 It shall be mandatory for employees to purchase an approved Class A dress uniform
505 that fits, within 60 days of meeting the probationary period. ~~All other employees are~~
506 ~~required to have an approved Class A dress uniform that fits by January 30, 2011.~~
507 ~~However, those employees who retire in 2011 will be exempt from this requirement.~~

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

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

Commented [16]: Technically this would become section (i) now

Commented [TB17]: Change was made and deleted section.

Commented [18]: This can also be removed. Archaic.

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.

Section 6. Continuing Education.

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

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

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

ARTICLE 10 - VACATIONS AND HOLIDAYS

Section 1. Vacation.

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

- | | |
|-------------------------------------|--------------|
| After the first year of service: | 6 work days |
| After two years of service: | 9 work days |
| After six years of service: | 10 work days |
| After ten years of service: | 12 work days |
| After fifteen years of service: | 13 work days |
| After twenty years of service: | 14 work days |
| After twenty-five years of service: | 15 work days |

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

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

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

560 Section 2. Holidays.²

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

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

569
570 New Years' Day
571 Half of Good Friday
572 Easter Sunday
573 Memorial Day
574 Fourth of July
575 Labor Day
576 Thanksgiving Day
577 Day after Thanksgiving
578 Day before Christmas
579 Christmas Day
580 Half Day before New Years.
581

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

589 Section 3. Vacation and Holiday Selection Limits.

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

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

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

602 (c) Vacation and Holiday Selection Limits. When selecting vacation and holidays,
603 no more than three (3) members of the bargaining unit shall be permitted to select off
604 days per shift at any time, but a fourth (4th) member may be permitted off at the
605 discretion of the Fire Chief. On Christmas Eve and Christmas Day, no more than four (4)
606 members of the bargaining unit shall be permitted to select off days per shift at any
607 time, except that a fifth (5th) member may be permitted off at the discretion of the Fire
608 Chief.

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

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

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

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

Commented [19]: This should be "Assistant".

636 **ARTICLE 11 - PARKING**

637
638 The City shall furnish three (3) parking stalls in the block in which Station One is
639 located and four (4) parking stalls in the Tenth Street parking lot for the use of on-duty
640 Station One personnel covered by this contract.

641 **ARTICLE 12 - UNION ACTIVITY**

642
643 The Union agrees to conduct its business off the job as much as possible. The
644 Union shall be allowed to hold its meetings at any fire station with the permission of the
645 Fire Chief. This article shall not operate as to prevent a steward from the proper
646 conduct of any grievance in accordance with the procedure outlined in this Agreement
647 and shall not work to prevent certain routine business such as the posting of Union
648 notices and bulletins. Business agents or representatives of the Union having business
649 with the officers or individual members of the Union may confer with such officers or
650 members during the course of the working day for a reasonable time, provided that
651 permission is first obtained from the commanding officer, or superior officer, or
652 superior officer of that Union officer or member. Members who are chosen by the Local
653 Union to be delegates to attend Union seminars or conventions will be given time off
654 without pay but not in excess of three (3) days per year per delegate. The Union will
655 reasonably attempt to use the delegate's days off for said purpose.

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

660 **ARTICLE 13 - MILITARY LEAVE**

661
662 Personnel of the Fire Department who enter active service of the Armed Forces
663 of the United States and return, shall be entitled to their departmental seniority and the
664 rate of pay and position they would have been entitled to had their service with the Fire
665 Department not have been interrupted by service in the Armed Forces.

666 **ARTICLE 14 - FUNERAL LEAVE**

667
668 Section 1. Pallbearers. All employees who act as pallbearers for any deceased
669 person whose funeral takes place during regular working hours may also be granted
670 time off, with pay, with the permission of the Chief. Permission shall be granted for this
671 service unless an emergency situation exists, or if not detrimental to the job in the
672 opinion of the Chief.

673
674 Section 2. Death in Immediate Family. When there is a death in the immediate
675 family of an employee ("immediate family" being defined as that of an employee's
676 parent, legal guardian, spouse, step-parent, sibling or step-sibling, sibling-in-law, father-
677 in-law, mother-in-law, child or step-child, grandchild, grandparent, son-in-law, or

daughter-in-law), a maximum of two (2) consecutive twenty-four (24) hour duty periods of leave will be granted with pay to such employee, if needed.

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

Section 4. Limitation on Funeral Leave. Funeral leave may not be substituted for previously scheduled paid leave days

ARTICLE 15 - SICK LEAVE

Section 1. Accumulation. After a firefighter has been employed for one (1) year of service, he/she will be granted sick leave credit equal to ten (10) 24-hour work days at his/her hourly pay rate. For each year of service after the first year, an additional ten (10) days of sick leave credit will be granted on the anniversary date. Such sick leave credit of ten (10) days for each year may be accumulated to a total of not more than 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 (½) 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 (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 (1/2) of the difference shall be paid for and the other one-half (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."

ARTICLE 17 - INSURANCE AND PENSION

Section 1. Health Insurance.

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

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

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

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

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

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

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

The provisions of Article 17, Section 1, shall apply to such retired employees. However, an employee forfeits and waives all benefits under this provision if he/she

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

becomes covered by any other group health insurance plan. Coverage under this plan will cease when the employee reaches the age of 65. After an employee reaches the age of 65, said employee may elect to stay in the group insurance but the full cost of the premiums must be paid by the employee.

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

(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.

Commented [20]: I made this section the same as the other headings: underlined, font, etc.

847 **ARTICLE 19 - JURY DUTY**

848
849 An employee may be granted a leave of absence with pay if called for jury duty
850 unless excused from duty. Any compensation derived from such duty shall be turned
851 over to the City.

852 **ARTICLE 20 - SAVING CLAUSE**

853
854 If any Article, sentence, clause or phrase of this Contract shall be held, for any
855 reason, to be inoperative, void, or invalid, the validity of the remaining portions of this
856 Contract shall not be affected.

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

862 **ARTICLE 21 - AMENDMENT PROVISION**

863
864 This Agreement is subject to amendment, alteration, or addition only by
865 subsequent written agreement between, and executed by, the City and the Union
866 where mutually agreeable. The waiver of any breach term or condition of this
867 Agreement by either party shall not constitute a precedent in the future enforcement of
868 all its terms and conditions.

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

870
871 All conditions of employment relating to wages, hours of work differentials,
872 general working conditions and practices which are not specifically provided for in this
873 Agreement and which are mandatory subjects of bargaining shall be maintained at not
874 less than the highest minimum standard in effect at the time of signing of this
875 Agreement, and the conditions of employment shall be improved wherever specific
876 provisions for improvements are made in this Agreement.

877 **ARTICLE 23 - STRIKES AND LOCKOUTS**

878
879 Section 1. Prohibition. There shall be no lockout on the part of the employer
880 and there shall be no strike, work stoppage or slowdown authorized, sanctioned,
881 approved or engaged in by the Union against the City during the term of this
882 Agreement.

883
884 Section 2. Union Responsibility. It is further agreed that in all cases of
885 unauthorized activity (i.e. strikes, work stoppages or slowdowns) the Union shall not be
886 liable for damages resulting from such unauthorized acts of its members and shall
887 undertake every reasonable means to induce employees to return to work.

888 **ARTICLE 24 - HEALTH PROGRAM**

889
890 Section 1. Medical Examinations. Each member of the bargaining unit agrees to
891 submit to no more than one medical examination every three years as directed and paid
892 for by the City, which will include profession-specific screenings. Medical exams will be
893 administered on a bargaining unit-wide basis unless the City has reasonable cause to
894 believe that the physical condition of a particular employee could adversely affect the
895 ability to perform the duties of a firefighter. Medical exams which are administered to
896 different portions of the bargaining unit over a staggered three-year period shall be
897 regarded as being administered on a bargaining unit-wide basis.

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

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

911
912 Section 3. Fit-For-Duty. Physical exams will be administered on a unit-wide basis
913 unless the City has reasonable cause to believe that the physical condition of a
914 particular employee could adversely affect the ability to perform the duties of a
915 firefighter. In that case, administration will supply the employee with a letter of
916 reasoning for the decision to have a physical exam performed out of the scheduled
917 three-year cycle. If an initial physical exam indicates an employee has a physical
918 problem which does not permit the employee to return to work, the employee will have
919 to use sick leave or light duty until a confirmatory test affirms that the original diagnosis
920 found during the exam is correct.

921
922 Section 4. Payment Responsibility. The cost of all initial required assessments,
923 tests, and exams shall be at the expense of the city. Confirmatory tests are the initial
924 responsibility of the affected employee. If the confirmatory test concludes that the
925 initial suspected diagnosis which prevented the employee from returning to work was
926 not correct, the City would agree to pay any out-of-pocket costs incurred by the
927 employee which were not covered by the employee's health insurance.

928 **ARTICLE 25 - RESIDENCY PROVISION**

930 All employees hired after January 1, 2001 shall establish their primary residence
931 within ~~twenty-five (25)~~ fifty (50) miles of the City of Manitowoc limits within one year of
932 employment.

933 ARTICLE 26 - LINEN AND LAUNDERING PROVISION

934
935 Section 1. Linen. Manitowoc Fire Department agrees to supply each member of
936 L368 with two fitted bed sheets, two flat sheets, two pillow cases, and two bath towels.
937 The City agrees to replace above mentioned bed linen and towels when they have
938 become worn out. L368 agrees that its members shall replace any above-mentioned
939 items lost or damaged by any of its members- ordinary wear and tear excepted.
940 Individual clothing allowance funds can be used to replace any lost or damaged sheets
941 with a limit of four sheets (fitted or flat), two towels, and two pillow cases per calendar
942 year.

943
944 Section 2. Laundering. The city agrees to provide L368 members with a minimum
945 of one functioning washer and one functioning dryer at each firehouse. L368 members
946 agree to wash and dry kitchen cloths, vehicle drying rags, and department issued clothes
947 and linens. Any laundering duties shall not interfere with other duties assigned at the
948 time. No ambulance linens shall be washed by Local 368 members.

949 ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE

950
951 Section 1. Duration. This Agreement shall be effective as of January 1, ~~2025~~
952 and remain in force and effect to and including December 31, ~~2027~~24 and shall renew
953 itself for additional one year periods until and unless either party before the expiration
954 of the Agreement or in the case of annual renewal terms thereafter, before July 1 of this
955 or any subsequent year thereof, notifies the other party in writing that it desires to alter
956 or amend the same at the end of the contract term, except, however, that where
957 negotiated, the terms and provisions of this existing Agreement shall be deemed to
958 continue, but subject to retroactivity and other provisions of the new Agreement as
959 finally negotiated and signed, but in no event shall the provisions of Article 23 be
960 effective.

961
962 Section 2. Negotiations. The parties recognize their duty to bargain in good
963 faith and therefore negotiations may begin at any time, preferably prior to August 15,
964 and the parties shall attempt to complete negotiations by the last Tuesday of October.

965 ARTICLE 28 - OFF-DUTY EMPLOYMENT

966
967 Members of Local 368 will be prohibited from performing firefighting or
968 emergency medical services for any municipalities within the county or any rival
969 organization operating a paid, partially paid, paid on-call or volunteer department in
970 competition of another local unionized fire department.
971

972 In witness whereof, the parties hereto have executed this Agreement on this
973 ____ day of _____, 2024~~21~~.

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

CITY OF MANITOWOC

By: _____
Benjamin Molnar~~Kerry Peck~~, President

By: _____
Justin M.
Nickels, Mayor

Attest: _____
Kevin Fabian, Vice President~~Jeremy Wagner, Secretary~~
Reed ~~Kadow~~, City Clerk

Mackenzie

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