

**AGREEMENT**

**BETWEEN**

**CITY OF MANITOWOC**

**and**

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

**2022-2024**

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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.





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

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

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

95 Work on Sundays and Holidays: Sundays and holidays (as designated in Article  
96 10, Section 2,) shall consist, as a standard, of the duties necessary for efficient response  
97 to alarms, normal station housework, and vehicle equipment checks and maintenance.  
98 Standard company level training that would fall on a Sunday or a holiday would be  
99 completed on a day prior to or after the Sunday or holiday on which it might fall.

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

102 Public education or public relations that can only be accomplished outside the  
103 period from 0700 to 1630 hours Monday through Saturday would be rare. Such  
104 activities that can only be accomplished outside of this time period would result in equal  
105 standby time being moved to an earlier period of the day. Training that can only be  
106 accomplished outside the period from 0700 to 1630 hours Monday through Saturday  
107 would also be rare.

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

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

111 (a) Normal Work Week and Work Period. The normal work week shall consist of  
112 56 hours of duty and shall be on the following schedule: Each twenty-four (24) hour  
113 period of duty shall be followed by a twenty-four (24) hour period of rest, except that  
114 after the third twenty-four (24) hour period of rest, there shall be three (3) additional  
115 consecutive twenty-four (24) hour periods of rest.

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

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

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

122 (c) Recruits' Work Week. Notwithstanding anything to the contrary in Section 1  
123 or Section 2 of this Article, new recruits, who will not count against the regular crew of  
124 11 on duty personnel until they are fully trained for firefighting duty, may be scheduled  
125 for up to ten (10) consecutive weeks of five (5) day, forty (40) hour weeks during their  
126 initial training period on the job. The recruits' work week will be Monday through Friday

127 from 7:00 a.m. to 4:00 p.m. (0700 to 1600 hours), with no less than one (1) hour  
128 scheduled for lunch. They shall be paid at their full monthly salary rate while working  
129 this schedule.

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

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

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

141

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

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

151 Section 4. Light Duty.

152 (a)General Provisions. Light duty assignments shall include duties consistent with  
153 those normally performed by firefighters. Attendance in training sessions shall thus not  
154 be preempted by other assigned duties. One employee per shift (duty-related and non-  
155 duty related) will be assigned to light duty on a 24-hour work day. A second employee  
156 per shift, if assigned light duty, will be assigned to an 8-hour day, 40-hour work week.  
157 Light-duty assignments will be assigned in order of chronological notification of light-  
158 duty restriction to the fire chief. Any employee outside of the second firefighter per shift  
159 seeking light-duty assignment will take sick leave. 40-hour light-duty firefighters will be  
160 allowed to be off during their scheduled vacation and holiday periods and for  
161 previously-scheduled trades.

162 Any light duty shall not exceed 120 calendar days from the date on which a  
163 physician certifies that the employee is eligible for light duty. The 120 calendar days of  
164 light duty begins on the date that the physician initially certifies the employee as eligible  
165 for light duty, whether or not the employee commences light duty on that day. This  
166 provision applies for duty and non-duty-related illness, duty and non-duty-related  
167 injury, and pregnancy. The maximum amount of light-duty days may be increased by  
168 consent of the Chief and Union in consultation with the employee and physician.

169 The employee shall furnish the Chief with a physician's statement specifying the  
170 type of work which the employee may be assigned. Temporary assignments hereunder  
171 shall be consistent with any work restrictions placed on the employee by the physician  
172 (b) Duty-Related. Employees who are recuperating from a duty-incurred injury  
173 will be temporarily assigned light duty work by the Chief, notwithstanding the  
174 employee's inability to perform all essential job functions.

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

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

## 184 **ARTICLE 5 - EXTRA HOURS**

185  
186 Section 1. Overtime. The "hourly wage" shall be obtained by dividing the annual  
187 base salary by two thousand, nine hundred and twelve (2,912) hours.

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

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

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

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

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

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

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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.

254 **ARTICLE 6 - PROMOTIONS AND EVALUATIONS**

255  
256 In filling any vacant position or newly created position within the bargaining unit,  
257 the following procedures shall apply:

258 Section 1. Promotions.

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

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

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

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

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

282 Section 2. Related Information

- 283 (1) Tests will be based upon Manitowoc Fire Department SOPS, operations,  
284 and training.
- 285 (2) Promotional procedures will be scheduled bi-annually between April 1 and  
286 June 30. At least two months prior notice shall be given for all tests. These  
287 scheduled procedures will be used to establish eligibility lists which are in  
288 effect for two years.
- 289 (3) An individual designated by the Union shall be permitted to observe the  
290 administration of all tests. However, this person must be of the rank or  
291 above the rank of the position being tested, and shall sign an affidavit  
292 indicating that the contents of the test will not be divulged under penalty  
293 of discipline.
- 294 (4) The Chief shall provide test scores to each individual and discuss the  
295 candidate's results on the various components of the promotional process

296 with any individual that requests such review. No additional follow-up will  
297 be provided to the candidates.

298 (5) All promotions are subject to final approval by the Police and Fire  
299 Commission.

300 (6) Employees promoted under the provisions of this Article shall serve a  
301 probationary period of twelve months and shall be paid at the rate of pay  
302 designated for the new position.

303

304 Section 3. Evaluations. Whenever requested by the union or the City,  
305 representatives of both groups shall meet to discuss the performance review format  
306 that is used to provide feedback to employees on an annual basis and is maintained in  
307 each employee's personnel file. Any revisions that are made must be approved by the  
308 Chief and union president. Nothing in this provision shall be construed to be a waiver by  
309 the City of any rights it had before the original provision regarding evaluations was  
310 added to the labor agreement.

311

## **ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION**

312

313 Section 1. Grievance Procedure.

314 (a) Crucial to the cooperative spirit between the Union and City is the sense of  
315 fairness and justice brought by the parties to the adjudication of employee grievances.  
316 Should an employee feel that the employee's rights and privileges have been violated,  
317 the employee shall consult with the Grievance Committee. The aggrieved employee and  
318 the Grievance Committee shall within two (2) weeks of the date the grievance occurred,  
319 meet with the Fire Chief in order to attempt to resolve the matter. Within one (1) week  
320 thereafter, the Fire Chief shall submit his answer in writing to the Grievance Committee  
321 and the aggrieved employee. If a resolution is reached, the resolution will be placed in  
322 writing and posted.

323 (b) If no resolution is reached and posted within one week of the date on which  
324 the Chairman of the Grievance Committee and Union President met with the Fire Chief,  
325 the employee and the Grievance Committee, shall present the facts in writing to the  
326 head of the department. Within one (1) week thereafter, the head of the department  
327 shall submit his answer in writing to the Grievance Committee and the aggrieved  
328 employee.

329

330 Section 2. Grievance Appeal. Should the Union decide that the reply of the head  
331 of the department is unsatisfactory, the Union Grievance Committee shall within one (1)  
332 week submit the facts of the grievance in writing to the Personnel Committee of the  
333 Common Council of the City of Manitowoc. In the event the Union requests a meeting  
334 with the Personnel Committee for verbal presentation of the grievance, the Committee  
335 shall hear the verbal presentation of the grievance at its next scheduled monthly  
336 meeting. In the event the Union does not request a meeting with the Personnel  
337 Committee, the Personnel Committee shall, within one week of the submission of the  
338 grievance in writing to the Committee, reply to the Union in writing of its decision. It is

339 understood that it is not always possible to call a Personnel Committee meeting within a  
340 matter of days from the date of the grievance being filed. Under those circumstances  
341 both Union and the City agree to extend the time frame set forth herein.

342

343 Section 3. Grievance Arbitration. Within ten (10) days after the Committee's  
344 decision, the Union may demand arbitration upon five (5) day's notice in writing naming  
345 one person to act in its behalf on an arbitration board. The other party shall within ten  
346 (10) days after receiving the notice name one person to act in its behalf on said board.  
347 Said two persons shall name a third person to act on the arbitration board. However, if  
348 the two parties cannot mutually agree upon a third arbitrator within ten (10) days, the  
349 same shall be named by the Wisconsin Employment Relations Commission after the  
350 parties are unable to agree on a third arbitrator. The Board of Arbitration shall meet  
351 within fifteen (15) days, excluding Sundays and holidays, after selection and submit a  
352 written copy of findings and decisions to both parties, which findings and decision of the  
353 Arbitration Board shall be submitted fifteen (15) days to the parties after the completion  
354 of the hearing.

355 Failure or refusal to appoint representatives to the Arbitration Board within the  
356 specified time shall constitute consent to arbitration by the Wisconsin Employment  
357 Relations Commission.

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

361

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

366

## **ARTICLE 8 - LEAVES OF ABSENCE**

367

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

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

380 **ARTICLE 9 - COMPENSATION**

381

382 Section 1. Compensation Schedule.

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

| <b>Classification</b> | <b>Mo. Pay<br/>effective<br/>01/01/2022</b> | <b>Mo. Pay<br/>effective<br/>01/01/2023</b> | <b>Mo. Pay<br/>effective<br/>01/01/2024</b> |
|-----------------------|---|---|---|
|                       | <b>2.25%</b>                                | <b>2.25%</b>                                | <b>2.25%</b>                                |
| 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                                     |

387

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

390

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

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

398 In order to receive acting pay for the rank of Captain or Lieutenant, the employee  
399 must have participated in and passed the promotional procedure for the rank just below  
400 the acting position, as outlined in Article 6, Section 1 (a). Acting Captains must have  
401 passed the Lieutenants procedure, and Acting Lieutenants must have passed the MPO

---

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



402 state certification exam. In order to receive acting pay for the MPO position, the  
403 employee must have passed the MPO state certification exam.

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

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

412

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

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

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

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

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

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

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

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

446  
447 Step A = starting salary in class;  
448 Step B = salary after 1 year of employment;  
449 Step C = salary after 2 years of employment;  
450 Step D = salary after 3 years of employment;  
451 Step E = salary after 4 years of employment;  
452 Step F = salary after 5 years of employment;  
453 Step G = salary after 6 years of employment;  
454 Step H = salary after 7 years of employment;

455  
456 (h) Intermediate Steps. The several rates or intermediate steps prescribed in the  
457 ranges are the standard rates of pay authorized for full time employment.

458 (i) EMT and Paramedic Certification. All employees that held a State of Wisconsin  
459 EMT-D license as of 1-1-98 shall maintain at least that license or equivalent for the  
460 duration of their career in the fire department as a condition of employment. Any  
461 employee who fails to maintain at least that license shall be given one reasonable  
462 opportunity to re-certify and regain the license. Loss of license shall automatically  
463 remove an employee from eligibility for assignment to the ambulance. This provision  
464 shall not prohibit assignment to a cross-staffed ambulance as a driver.

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

474  
475 Section 3. Clothing Allowance. The budget of the Fire Department shall have an  
476 account to be known as "Clothing Allowance".

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

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

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

488 Effective January 1, 2010 there will be a Quartermaster who is responsible for the  
489 clothing allowance recordkeeping. The Quartermaster will be the Local 368 Clothing

490 Chairperson. The Quartermaster will be paid \$600 annually in two installments. The  
491 first installment of \$400 will be paid in the first paycheck in June and the remaining  
492 balance will be paid out in the last paycheck in December. The final payout in December  
493 is contingent upon completion of all job-related duties.

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

496

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

499

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

501

\$10.00 per month after 6 years of employment;

502

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

503

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

504

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

505 Section 6. Continuing Education.

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

513

Credits earned and paid for by the City of Manitowoc through the city tuition  
514 reimbursement program will not be eligible for educational credit compensation.

515

516 Firefighters shall have access to all tuition reimbursement programs available to general  
517 municipal employees.

518

519 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.

520

## ARTICLE 10 - VACATIONS AND HOLIDAYS

521

522 Section 1. Vacation.

523

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

525

After the first year of service: 6 work days

526

After two years of service: 9 work days

527

After six years of service: 10 work days

528

After ten years of service: 12 work days

529

After fifteen years of service: 13 work days

530

After twenty years of service: 14 work days

531

After twenty-five years of service: 15 work days

532

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

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

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

538 Section 2. Holidays.<sup>2</sup>

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

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

547

- 548 New Years' Day
- 549 Half of Good Friday
- 550 Easter Sunday
- 551 Memorial Day
- 552 Fourth of July
- 553 Labor Day
- 554 Thanksgiving Day
- 555 Day after Thanksgiving
- 556 Day before Christmas
- 557 Christmas Day
- 558 Half Day before New Years.

559

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

567 Section 3. Vacation and Holiday Selection Limits.

568 (a) Vacation Schedule. All vacation days will be selected on a seniority basis.  
569 Vacation days can be selected at any time during the year, with the following  
570 stipulations: No more than six (6) work days can be selected during June, July and  
571 August. Vacation shall be taken in increments of not less than three consecutive  
572 working days during the months of June, July and August. If the first or the third day of

---

<sup>2</sup> Holiday Sell-back was bargained out of the contract in the 2016-2018 contract.

573 the three consecutive days begins or ends in the months of May or September that day  
574 will be included in the above stipulation. The selection of vacation days for any year  
575 shall start October 1 and be completed by December 15 of the preceding year.

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

580 (c) Vacation and Holiday Selection Limits. When selecting vacation and holidays,  
581 no more than three (3) members of the bargaining unit shall be permitted to select off  
582 days per shift at any time, but a fourth (4th) member may be permitted off at the  
583 discretion of the Fire Chief. On Christmas Eve and Christmas Day, no more than four (4)  
584 members of the bargaining unit shall be permitted to select off days per shift at any  
585 time, except that a fifth (5th) member may be permitted off at the discretion of the Fire  
586 Chief.

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

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

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

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

614 **ARTICLE 11 - PARKING**

615  
616 The City shall furnish three (3) parking stalls in the block in which Station One is  
617 located and four (4) parking stalls in the Tenth Street parking lot for the use of on-duty  
618 Station One personnel covered by this contract.

619 **ARTICLE 12 - UNION ACTIVITY**

620  
621 The Union agrees to conduct its business off the job as much as possible. The  
622 Union shall be allowed to hold its meetings at any fire station with the permission of the  
623 Fire Chief. This article shall not operate as to prevent a steward from the proper  
624 conduct of any grievance in accordance with the procedure outlined in this Agreement  
625 and shall not work to prevent certain routine business such as the posting of Union  
626 notices and bulletins. Business agents or representatives of the Union having business  
627 with the officers or individual members of the Union may confer with such officers or  
628 members during the course of the working day for a reasonable time, provided that  
629 permission is first obtained from the commanding officer, or superior officer, or  
630 superior officer of that Union officer or member. Members who are chosen by the Local  
631 Union to be delegates to attend Union seminars or conventions will be given time off  
632 without pay but not in excess of three (3) days per year per delegate. The Union will  
633 reasonably attempt to use the delegate's days off for said purpose.

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

638 **ARTICLE 13 - MILITARY LEAVE**

639  
640 Personnel of the Fire Department who enter active service of the Armed Forces  
641 of the United States and return, shall be entitled to their departmental seniority and the  
642 rate of pay and position they would have been entitled to had their service with the Fire  
643 Department not have been interrupted by service in the Armed Forces.

644 **ARTICLE 14 - FUNERAL LEAVE**

645  
646 Section 1. Pallbearers. All employees who act as pallbearers for any deceased  
647 person whose funeral takes place during regular working hours may also be granted  
648 time off, with pay, with the permission of the Chief. Permission shall be granted for this  
649 service unless an emergency situation exists, or if not detrimental to the job in the  
650 opinion of the Chief.

651  
652 Section 2. Death in Immediate Family. When there is a death in the immediate  
653 family of an employee ("immediate family" being defined as that of an employee's  
654 parent, legal guardian, spouse, step-parent, sibling or step-sibling, sibling-in-law, father-  
655 in-law, mother-in-law, child or step-child, grandchild, grandparent, son-in-law, or

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

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

660

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

663

## ARTICLE 15 - SICK LEAVE

664

665 Section 1. Accumulation. After a firefighter has been employed for one (1) year  
666 of service, he/she will be granted sick leave credit equal to ten (10) 24 hour work days at  
667 his/her hourly pay rate. For each year of service after the first year, an additional ten  
668 (10) days of sick leave credit will be granted on the anniversary date. Such sick leave  
669 credit of ten (10) days for each year may be accumulated to a total of not more than  
670 one hundred (100) days. All sick leave use is subject to the conditions in Section 2 of this  
671 Article. Firefighters in their first year of employment may be fronted three (3) shifts of  
672 sick time for the employee's illness at the discretion of the Chief or Chief's designee,  
673 which will be deducted off of their sick leave after one year of employment. Employees  
674 who separate within their first year of employment with a negative sick leave balance  
675 will be required to reimburse the City on a pro-rata basis.

676

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

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

695 City may verify sick leave.

696

697 Section 3. Sick Leave Credits. Credits beyond the maximum accumulated ninety  
698 (90) days on the anniversary date of employment will be paid each employee each year

699 on the basis of one-half (½) the value of excess credits when the employee's total first  
700 exceeds ninety (90) days. Thereafter, employees shall be paid as follows: On the  
701 anniversary date of employment, each employee shall be paid one-half (1/2) of the sick  
702 leave credits over ninety (90) but not more than five (5). The number of sick days the  
703 employee had taken between the last anniversary date and the present anniversary  
704 date shall be deducted from the 10 credits earned for the year, and the remaining days  
705 shall be added to the employee's total. The difference between the last anniversary  
706 date total and the present anniversary date total shall be used in computing the amount  
707 of sick days the employee shall be paid for. One-half (1/2) of the difference shall be paid  
708 for and the other one-half (1/2) shall be added to the employee's total. This process  
709 shall continue until the employee has accumulated one hundred (100) days. Once the  
710 employee accumulates one hundred (100) days, the same process for payment shall  
711 continue except that the employee shall not receive any unpaid sick leave credit over  
712 (100) days.

713 Employees who retire may elect to have either a cash payment or to have the  
714 employer retain all of the sick leave credits for payment of the cost of continued  
715 coverage under the group hospital and surgical insurance policy. If the employee  
716 chooses the second option the Finance Director's office shall record the employee's  
717 credits and payments and shall notify the employee when the fund is exhausted. Should  
718 the employee desire to withdraw any remaining credits at any time, the employee may  
719 do so, but in no event may the employee return to the fund thereafter. However, the  
720 employee would thereafter be entitled to continue health insurance under the group  
721 policy by making personal payments. Should there remain an amount in the employee's  
722 account smaller than the amount of health insurance premium, the employee may add  
723 the difference from personal funds or may withdraw that amount and pay the entire  
724 premium from personal funds.

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

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

## 733 **ARTICLE 16 - DUTY-INCURRED DISABILITY PAY**

734  
735 Section 1. Worker's Compensation. Employees subject to this Agreement shall  
736 be entitled to Worker's Compensation pursuant to the provisions of the Wisconsin  
737 Statutes and laws-of the State of Wisconsin.

738  
739 Section 2. Death or Disability Benefit. In the event of the duty-incurred total  
740 disability or death of an employee, the employee or, in the case of the employee's  
741 death, then the employee's estate, shall be paid in one lump sum, one (1) year's regular



742 pay at the rate in effect at the death or the commencement of the disability, in addition  
743 to the sick leave, worker's compensation, state life insurance, or any other benefits to  
744 which said employee or his or her estate is entitled, by virtue of this Agreement or  
745 employment. A "total disability" shall be a disability as defined in Section 40.63(1)(b)  
746 and (11), Wis. Stat. (1981-1982). An order awarding Section 40.65, Wis. Stats., special  
747 disability or death benefits to an employee or his spouse, whether based on the  
748 operation of Section 891.45, Wis. Stats., or on other evidence, shall be conclusive  
749 evidence that a disability or death is "duty-incurred." For purposes of this section, the  
750 term "regular pay" shall be defined to consist of base salary plus longevity, educational  
751 credit payments, any EMS differential payments, hazardous duty pay, and 72 hours of  
752 vacation pay at the "hourly wage."

## 753 **ARTICLE 17 - INSURANCE AND PENSION**

### 754 Section 1. Health Insurance.

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

760  
761 (b) Premium Contribution. The City agrees to pay 87.5% of the premium for  
762 employees having single and family plan coverage and employees will pay 12.5% of the  
763 premium for single or family plan coverage.

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

766  
767 Section 2. Pension. The employee shall pay the full employee share of the  
768 contribution to the Wisconsin Retirement Fund.<sup>3</sup>

769  
770 Section 3. Life Insurance. The City shall pay 11/12ths of the life insurance  
771 premium for each employee to the next \$1,000.00 of said employee's salary. The City  
772 shall deduct by payroll deduction the employee's share and forward it to the trustees of  
773 the group plan.

774  
775 Section 4. Health Insurance for Retirees. Effective January 1, 1979, the City shall  
776 pay 50% of the health insurance premiums for paragraphs (a) and (b) below.

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

---

<sup>3</sup> Union began contributing full employee share on January 2, 2014.

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

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

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

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

801

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

804

## ARTICLE 18 - SAFETY

805

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

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

820

821 Section 2. Firefighter Safety. In an effort to provide a minimum amount of  
822 safety to firefighters, the City shall comply with the first sentence of SPS 330.14(3)(a)

823 and SPS 330.11(1)(a) as of January 1, 2020, and as they may be amended from time to  
824 time.

825 **ARTICLE 19 - JURY DUTY**

826

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

830 **ARTICLE 20 - SAVING CLAUSE**

831

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

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

840 **ARTICLE 21 - AMENDMENT PROVISION**

841

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

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

848

849 All conditions of employment relating to wages, hours of work differentials,  
850 general working conditions and practices which are not specifically provided for in this  
851 Agreement and which are mandatory subjects of bargaining shall be maintained at not  
852 less than the highest minimum standard in effect at the time of signing of this  
853 Agreement, and the conditions of employment shall be improved wherever specific  
854 provisions for improvements are made in this Agreement.

855 **ARTICLE 23 - STRIKES AND LOCKOUTS**

856

857 Section 1. Prohibition. There shall be no lockout on the part of the employer  
858 and there shall be no strike, work stoppage or slowdown authorized, sanctioned,  
859 approved or engaged in by the Union against the City during the term of this  
860 Agreement.

861



904 not correct, the City would agree to pay any out-of-pocket costs incurred by the  
905 employee which were not covered by the employee's health insurance.

906 **ARTICLE 25 - RESIDENCY PROVISION**

907  
908 All employees hired after January 1, 2001 shall establish their primary residence  
909 within twenty-five (25) miles of the City of Manitowoc limits within one year of  
910 employment.

911 **ARTICLE 26 - LINEN AND LAUNDERING PROVISION**

912  
913 Section 1. Linen. Manitowoc Fire Department agrees to supply each member of  
914 L368 with two fitted bed sheets, two flat sheets, two pillow cases, and two bath towels.  
915 The City agrees to replace above mentioned bed linen and towels when they have  
916 become worn out. L368 agrees that its members shall replace any above-mentioned  
917 items lost or damaged by any of its members- ordinary wear and tear excepted.  
918 Individual clothing allowance funds can be used to replace any lost or damaged sheets  
919 with a limit of four sheets (fitted or flat), two towels, and two pillow cases per calendar  
920 year.

921  
922 Section 2. Laundering. The city agrees to provide L368 members with a minimum  
923 of one functioning washer and one functioning dryer at each firehouse. L368 members  
924 agree to wash and dry kitchen cloths, vehicle drying rags, and department issued clothes  
925 and linens. Any laundering duties shall not interfere with other duties assigned at the  
926 time. No ambulance linens shall be washed by Local 368 members.

927 **ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE**

928  
929 Section 1. Duration. This Agreement shall be effective as of January 1, 2019 and  
930 remain in force and effect to and including December 31, 2021 and shall renew itself for  
931 additional one year periods until and unless either party before the expiration of the  
932 Agreement or in the case of annual renewal terms thereafter, before July 1 of this or  
933 any subsequent year thereof, notifies the other party in writing that it desires to alter or  
934 amend the same at the end of the contract term, except, however, that where  
935 negotiated, the terms and provisions of this existing Agreement shall be deemed to  
936 continue, but subject to retroactivity and other provisions of the new Agreement as  
937 finally negotiated and signed, but in no event shall the provisions of Article 23 be  
938 effective.

939  
940 Section 2. Negotiations. The parties recognize their duty to bargain in good  
941 faith and therefore negotiations may begin at any time, preferably prior to August 15,  
942 and the parties shall attempt to complete negotiations by the last Tuesday of October.

943 **ARTICLE 28 - OFF-DUTY EMPLOYMENT**

944

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

In witness whereof, the parties hereto have executed this Agreement on this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**CITY OF MANITOWOC**

By: \_\_\_\_\_

Kerry Peck, President

By: \_\_\_\_\_

Justin M. Nickels, Mayor

Attest: \_\_\_\_\_

Jeremy Wagner, Secretary

Attest: \_\_\_\_\_

Mackenzie Reed-Kadow, 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