

**AGREEMENT**

**BETWEEN**

**CITY OF MANITOWOC**

**and**

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

**~~2019--2021~~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  
16 INSERT GLOSSARY

17 **ARTICLE 1 – RECOGNITION**

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

25  
26 **ARTICLE 2 - UNION SECURITY**

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

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

41 Changes in the amount of dues to be deducted shall be certified by the Union 15  
42 days before the effective date of the change. The City will provide the Union with a list

43 of employees from whom such deductions are made with each monthly remittance to  
44 the Union.

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

47

48

### ARTICLE 3 - MANAGEMENT RIGHTS

49

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

55

56

### ARTICLE 4 - HOURS OF WORK

57

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

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

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

68 1st time in calendar year: Verbal warning

69 2nd time in calendar year: Written warning with reference to penalty for  
70 subsequent incidents.

71 3rd time in calendar year: 2 hour penalty (sent home with a 2 hour loss in pay)

72 4th time in calendar year: 4 hour penalty (sent home with a 4 hour loss in pay)

73 5th time in calendar year: Referral to Police & Fire Commission

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

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

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

85 A continuous lunch period of 60 minutes as near as possible to the period  
86 between 1130 and 1230 hours will be provided. Meal preparation time for lunch will not  
87 interfere with regular duties. This lunch period shall be followed by a 30-minute  
88 cleanup and/or break period unless there are calls for response. In the event of calls for  
89 response, a 60-minute lunch period will be granted as soon as possible after the call.

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

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

99 Work on Sundays and Holidays: Sundays and holidays (as designated in Article  
100 10, Section 2,) shall consist, as a standard, of the duties necessary for efficient response  
101 to alarms, normal station housework, and vehicle equipment checks and maintenance.  
102 Standard company level training that would fall on a Sunday or a holiday would be  
103 completed on a day prior to or after the Sunday or holiday on which it might fall.

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

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

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

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

115 (a) Normal Work Week and Work Period. The normal work week shall consist of  
116 56 hours of duty and shall be on the following schedule: Each twenty-four (24) hour  
117 period of duty shall be followed by a twenty-four (24) hour period of rest, except that  
118 after the third twenty-four (24) hour period of rest, there shall be three (3) additional  
119 consecutive twenty-four (24) hour periods of rest.

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

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

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

126 (c) Recruits' Work Week. Notwithstanding anything to the contrary in Section 1  
127 or Section 2 of this Article, new recruits, who will not count against the regular crew of  
128 11 on duty personnel until they are fully trained for firefighting duty, may be scheduled  
129 for up to ten (10) consecutive weeks of five (5) day, forty (40) hour weeks during their  
130 initial training period on the job. The recruits' work week will be Monday through Friday  
131 from 7:00 a.m. to 4:00 p.m. (0700 to 1600 hours), with no less than one (1) hour  
132 scheduled for lunch. They shall be paid at their full monthly salary rate while working  
133 this schedule.

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

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

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

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

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

154 Section 4. Light Duty.

155

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

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

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

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

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

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

188 ~~(a) General Provisions All Light Duty. Light duty assignments shall include duties~~  
189 ~~consistent with those normally performed by firefighters be assigned by the City.~~  
190 ~~Attendance at training sessions shall thus not be preempted by other assigned duties.~~  
191 ~~Up to four employees [duty related and non duty related] will be assigned to light duty~~  
192 ~~on a 24 hour work day, with one on each shift and one filling the off days of the other~~  
193 ~~light duty firefighters on various shifts. When more than four employees are on light~~  
194 ~~duty, they will~~~~Employees may be assigned to an 8-hour day, 40-hour work week. 40-~~  
195 ~~hour light duty firefighters will be allowed to be off during their scheduled vacation and~~  
196 ~~holiday periods and for previously-scheduled trades. Employees utilizing time off~~  
197 ~~(vacation, holiday, or sick) will only be required to use time for the hours absent from~~  
198 ~~their scheduled shift. Employees on light duty will receive their regular salary.~~

199 ~~Any light duty shall not exceed 120 calendar days from the date on which a~~  
200 ~~physician certifies that the employee is eligible for light duty. The 120 calendar days of~~  
201 ~~light duty begins on the date the physician initially certifies the employee as eligible for~~  
202 ~~light duty, whether or not the employee commences light duty on that day. This~~  
203 ~~provision applies for both duty\_ and non-duty related illness, pregnancy, and injury. The~~

204 ~~maximum number of light duty days may be increased by consent of the Chief and~~  
205 ~~Union in consultation with the employee and physician.~~

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

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

212 ~~\_\_\_\_\_ (c) Non Duty related. Employees who are recuperating from a non duty incurred~~  
213 ~~injury, illness, or during pregnancy will be assigned light duty work upon the employee's~~  
214 ~~request and the physician's written approval. However, the employee must report for~~  
215 ~~any department wide training that is consistent with the restrictions outlined by the~~  
216 ~~physician.~~

217

218

## ARTICLE 5 - EXTRA HOURS

219

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

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

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

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

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

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

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

245 Section 2. Call-In Pay.

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

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

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

269 6. Administration will document this information.

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

272 Section 4. Stand-by Duty. Employees who voluntarily agree to a request by the  
273 Chief or his/her designee to serve on paid stand-by duty, remain within two (2) miles of  
274 the Manitowoc City limits, and respond immediately shall receive compensation of  
275 \$2.70, for each hour on such stand-by duty. Stand-by pay stops at the time the  
276 employee reports for duty. Time reporting and time leaving shall be rounded to the  
277 nearest 15-minute increment.

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

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

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

283 This provision does not create any minimum manning obligation.

284

## 285 **ARTICLE 6 - PROMOTIONS AND EVALUATIONS**

286



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

289 Section 1. Promotions.

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

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

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

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

307 (c) Seniority for Promotions. The senior qualified candidate shall be promoted.  
308 For the purpose of promotions, seniority shall be based upon the date of hire with the  
309 department. For candidates hired on the same date, seniority will be based on eligibility  
310 list order. The seniority order shall be final and unalterable. ~~the candidate with the~~  
311 ~~highest score shall be promoted.~~

312 (d) Notification of Scores. Candidates shall be notified of their scores in writing  
313 no later than forty five (45) business days, ~~as defined in Article 4, Section 1(b), after~~  
314 ~~completion of the three (3) components of the procedure.~~

315 Section 2. Related Information

316 (1) Tests will be based upon Manitowoc Fire Department SOPS, operations,  
317 and training.

318 ~~(2) Scores from each of the three (3) components of the promotional~~  
319 ~~procedure will be rounded to the nearest full point and then added~~  
320 ~~together to equal the final score.~~

321 ~~(23)~~ Promotional procedures will be scheduled bi-annually between April 1 and  
322 June 30. At least two months prior notice shall be given for all tests. These  
323 scheduled procedures will be used to establish eligibility lists which are in  
324 effect for two years.

325 ~~(34)~~ An individual designated by the Union shall be permitted to observe the  
326 administration of all tests. However, this person must be of the rank or  
327 above the rank of the position being tested, and shall sign an affidavit

328 indicating that the contents of the test will not be divulged under penalty  
329 of discipline.

330 ~~(54)~~ The Chief shall provide test scores to each individual and discuss the  
331 candidate's results on the various components of the promotional process  
332 with any individual that requests such review. No additional follow-up will  
333 be provided to the candidates.

334 ~~(56)~~ All promotions are subject to final approval by the Police and Fire  
335 Commission.

336 ~~(67)~~ Employees promoted under the provisions of this Article shall serve a  
337 probationary period of twelve months and shall be paid at the rate of pay  
338 designated for the new position.

339

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

347

348

349

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

350 Section 1. Grievance Procedure.

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

360 (b) If no resolution is reached and posted within one week of the date on which  
361 the Chairman of the Grievance Committee and Union President met with the Fire Chief,  
362 the employee and the Grievance Committee, shall present the facts in writing to the  
363 head of the department. Within one (1) week thereafter, the head of the department  
364 shall submit his answer in writing to the Grievance Committee and the aggrieved  
365 employee.

366 Section 2. Grievance Appeal. Should the Union decide that the reply of the head  
367 of the department is unsatisfactory, the Union Grievance Committee shall within one (1)  
368 week submit the facts of the grievance in writing to the Personnel Committee of the  
369 Common Council of the City of Manitowoc. In the event the Union requests a meeting  
370 with the Personnel Committee for verbal presentation of the grievance, the Committee

371 shall hear the verbal presentation of the grievance at its next scheduled monthly  
372 meeting. In the event the Union does not request a meeting with the Personnel  
373 Committee, the Personnel Committee shall, within one week of the submission of the  
374 grievance in writing to the Committee, reply to the Union in writing of its decision. It is  
375 understood that it is not always possible to call a Personnel Committee meeting within a  
376 matter of days from the date of the grievance being filed. Under those circumstances  
377 both Union and the City agree to extend the time frame set forth herein.

378 Section 3. Grievance Arbitration. Within ten (10) days after the Committee's  
379 decision, the Union may demand arbitration upon five (5) day's notice in writing naming  
380 one person to act in its behalf on an arbitration board. The other party shall within ten  
381 (10) days after receiving the notice name one person to act in its behalf on said board.  
382 Said two persons shall name a third person to act on the arbitration board. However, if  
383 the two parties cannot mutually agree upon a third arbitrator within ten (10) days, the  
384 same shall be named by the Wisconsin Employment Relations Commission after the  
385 parties are unable to agree on a third arbitrator. The Board of Arbitration shall meet  
386 within fifteen (15) days, excluding Sundays and holidays, after selection and submit a  
387 written copy of findings and decisions to both parties, which findings and decision of the  
388 Arbitration Board shall be submitted fifteen (15) days to the parties after the completion  
389 of the hearing.

390 Failure or refusal to appoint representatives to the Arbitration Board within the  
391 specified time shall constitute consent to arbitration by the Wisconsin Employment  
392 Relations Commission.

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

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

400

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

402

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

412 Section 2. Personal Leave. The Chief of the Fire Department may authorize an  
 413 employee to be absent without pay for personal reasons for a period or periods not to  
 414 exceed thirty (30) working days in any calendar year.  
 415

416 **ARTICLE 9 - COMPENSATION**

417

418 Section 1. Compensation Schedule.

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

<b>Classification in 2018</b>	<b>2018 Pay</b>	<b>Classification on New Schedule System</b>	<b>Mo. Pay Effective 1/1/2019</b>	<b>Mo. Pay Effective 1/1/2020</b>	<b>Mo. Pay Effective 1/1/2021</b>
Captain	6397	Captain	6461	6574	6689
Lieutenant	6176	Lieutenant	6238	6347	6458
Motor Pump Operator	5856	Motor Pump Operator	5915	6018	6123
Schedule A Firefighter A-E	5741	Firefighter H	5798	5900	6003
		Firefighter G	5512	5608	5707
		Firefighter F	5226	5317	5411
Schedule B Firefighter E	5167	Firefighter E	5167	5167	5115
Schedule B Firefighter D	4908	Firefighter D	4908	4908	4819
Schedule B Firefighter C	4684	Firefighter C	4684	4684	4523
Schedule B Firefighter B	4326	Firefighter B	4326	4326	4227
Schedule B Firefighter A	3971	Firefighter A	3971	4040	4111

423

<b><u>2021 Pay</u></b>	<b><u>Classification</u></b>	<b><u>Mo. Pay effective 01/01/2022</u></b>	<b><u>Mo. Pay effective 01/01/2023</u></b>	<b><u>Mo. Pay effective 01/01/2024</u></b>
-	-	<u>2.25%</u>	<u>2.25%</u>	<u>2.25%</u>

<u>6689</u>	<u>Captain</u>	<u>\$6,840</u>	<u>\$6,993</u>	<u>\$7,151</u>
<u>6458</u>	<u>Lieutenant</u>	<u>\$6,603</u>	<u>\$6,752</u>	<u>\$6,904</u>
<u>6123</u>	<u>Motor Pump Operator</u>	<u>\$6,261</u>	<u>\$6,402</u>	<u>\$6,546</u>
<u>6003</u>	<u>Firefighter H</u>	<u>\$6,138</u>	<u>\$6,276</u>	<u>\$6,417</u>
<u>5707</u>	<u>Firefighter G</u>	<u>\$5,835</u>	<u>\$5,967</u>	<u>\$6,101</u>
<u>5411</u>	<u>Firefighter F</u>	<u>\$5,533</u>	<u>\$5,657</u>	<u>\$5,785</u>
<u>5115</u>	<u>Firefighter E</u>	<u>\$5,230</u>	<u>\$5,348</u>	<u>\$5,468</u>
<u>4819</u>	<u>Firefighter D</u>	<u>\$4,927</u>	<u>\$5,038</u>	<u>\$5,152</u>
<u>4523</u>	<u>Firefighter C</u>	<u>\$4,625</u>	<u>\$4,729</u>	<u>\$4,835</u>
<u>4227</u>	<u>Firefighter B</u>	<u>\$4,322</u>	<u>\$4,419</u>	<u>\$4,519</u>
<u>4111</u>	<u>Firefighter A</u>	<u>\$4,203</u>	<u>\$4,298</u>	<u>\$4,395</u>

424

425 ~~All current A scale employees shall be considered firefighter "H," or of equal listed rank.~~  
 426 ~~Only "B" scale employees will be affected by the firefighter pay schedule adjustment.~~  
 427 ~~Those members shall be matched to the pay schedule appropriate for each members'~~  
 428 ~~listed years of service.~~

429 ~~Any member that is currently paid more than the amount listed on the above~~  
 430 ~~pay schedule will continue to receive the higher rate subsequent to ratification or~~  
 431 ~~Arbitration Award. When the next wage step is reached by the affected member in~~  
 432 ~~2021, the member will then receive the rate on the above pay schedule and thereafter~~  
 433 ~~continue on the new schedule.~~

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

- 436 ~~All Wisconsin licensed EMT basics: 1.70% Firefighter H monthly base pay~~
- 437 ~~———— All Wisconsin licensed EMT IV Technician: 1.90% Firefighter H Monthly base pay~~
- 438 ~~———— All Wisconsin licensed EMT Intermediates: 3.75% Firefighter H monthly base pay~~
- 439 All Wisconsin-licensed Paramedics: 7.0% Firefighter H monthly base pay

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

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

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

449 passed the Lieutenants procedure, and Acting Lieutenants must have passed the MPO  
450 state certification exam. In order to receive acting pay for the MPO position, the  
451 employee must have passed the MPO state certification exam.

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

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

460 ~~(e) Hazardous Duty Pay. There shall be monthly compensation at the rate of one-~~  
461 ~~quarter percent (0.25%) of Firefighter E monthly base pay for those employees who are~~  
462 ~~active members of the Manitowoc County Hazmat Team. However, employees will not~~  
463 ~~receive Manitowoc Fire Department Hazardous Duty Pay unless they have attended 50%~~  
464 ~~of the required training.~~

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

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

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

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

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

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

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

497           (g) Steps. The steps, ~~namely A, B, C, D and E set forth in Section 1 Compensation~~  
498 ~~Schedule A above~~ shall be administered as follows:

- 499
- 500           ~~— Step A = starting salary in class;~~
  - 501           ~~— Step B = salary after six (6) months of employment;~~
  - 502           ~~— Step C = salary after 1 ½ years of employment;~~
  - 503           ~~— Step D = salary after 2 ½ years of employment;~~
  - 504           ~~— Step E = salary after 3 ½ years of employment;~~
  - 505
  - 506           ~~— The steps, namely A, B, C, D and E set forth in Section 1 Compensation Schedule B~~  
507 ~~above shall be administered as follows:~~

- 508
- 509           Step A = starting salary in class;
  - 510           Step B = salary after 1 year of employment;
  - 511           Step C = salary after 2 years of employment;
  - 512           Step D = salary after 3 years of employment;
  - 513           Step E = salary after 4 years of employment;
  - 514           Step F = salary after 5 years of employment;
  - 515           Step G = salary after 6 years of employment;
  - 516           Step H = salary after 7 years of employment;

517

518

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

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

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

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

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

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

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

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

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

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

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

- 561                \$10.00 per month after 6 years of employment;
- 562                An additional \$10.00 per month after 10 years of employment;
- 563                An additional \$10.00 per month after 11 years of employment;
- 564                An additional \$10.00 per month after 15 years of employment.

565        Section 6. Continuing Education.

566                (a) Educational Credit Payments. The City of Manitowoc agrees to add \$1.00  
567 per month for the successful completion of any credit to the salary of the person earning the  
568 credit up to a maximum of \$6.00 in any twelve-month period and up to a total maximum of  
569 \$64.00 per month. Credits carried beyond the six (6) per year may be submitted at a later date  
570 as long as it does not exceed six (6) per year. The Chief will allow credits for classes taken prior  
571 to employment at the Manitowoc Fire Department, provided he/she approves the classes.

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



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

579 ~~The City of Manitowoc shall reimburse all employees covered by this Agreement hired~~  
580 ~~prior to 1/1/2022 for educational credits earned in the following manner;~~

581 ~~— Beginning January 1, 1975, for every credit or its equivalent completed with a~~  
582 ~~passing grade in a job-related course ( not including any EMT or Paramedic courses,~~  
583 ~~except courses which have been completed and approved before August 1, 1990),~~  
584 ~~offered at the Lakeshore Technical College, a University of Wisconsin Center, or Silver~~  
585 ~~Lake College, or any other school or course approved approved by the Fire Chief, the~~  
586 ~~City of Manitowoc agrees to add \$1.00 per month for the successful completion of any~~  
587 ~~credit to the salary of the person earning the credit up to a maximum of \$6.00 in any~~  
588 ~~twelve month period and up to a total maximum of \$64.00 per month, to be limited to~~  
589 ~~the amount of education credits earned prior to December 31, 2021. Employees will not~~  
590 ~~receive additional credit for compensation for credits earned on or after January 1,~~  
591 ~~2022. Employees receiving compensation for credit will not be eligible for the City~~  
592 ~~Tuition Reimbursement Policy. Employees hired after 1/1/2022 will be eligible for~~  
593 ~~tuition reimbursement under the City Tuition Reimbursement Policy.~~

594 ~~— All credits and courses must be approved by the Fire Chief. An employee must~~  
595 ~~attend at least seventy five (75%) of the classes in order to obtain this payment or, in~~  
596 ~~the case of a distance learning course, meet the requirements of the instructor. This is in~~  
597 ~~addition to any other salary or benefits, for which the employee is entitled to receive.~~

598 ~~— A class shall be defined as being at least 50 minutes of classroom time. A two hour~~  
599 ~~session would be computed as two classes, a three hour session would be three classes,~~  
600 ~~etc.~~

601 ~~— Credits earned in 1974 may be compensated for. Payment for credits earned in~~  
602 ~~1975 and thereafter shall commence with the month of completion, provided, however,~~  
603 ~~that no educational credit payments shall be paid retroactive for more than three~~  
604 ~~months prior to the time they are reported to the Fire Chief. Credits carried beyond the~~  
605 ~~six (6) per year may be submitted at a later date as long as it does not exceed six (6) per~~  
606 ~~year. The Chief will allow credits for classes taken prior to employment at the~~  
607 ~~Manitowoc Fire Department, provided he/she approves the classes.~~

608 ~~— (b) Tuition and Books Required Training. The City shall continue to pay for all~~  
609 ~~required training, including paramedic recertification. The City shall prepay all tuition,~~  
610 ~~books and fees for any required courses. The City shall also prepay all tuition, books and~~  
611 ~~fees for courses costing \$100 or more. Those courses costing less than \$100 will be paid~~  
612 ~~by the employee and be reimbursed upon satisfactory completion of the course. In the~~  
613 ~~event prepayment is made and the employee does not satisfactorily complete the~~  
614 ~~course, the employee shall be required to reimburse the City. The City may deduct any~~  
615 ~~such required prepayment from the employee's paychecks in increments of up to \$50~~  
616 ~~per paycheck. As used herein, the term "satisfactory completion" shall mean a grade of~~  
617 ~~C or better for courses where letter grades are given. Other courses shall be regarded~~  
618 ~~as satisfactorily completed if the employee passes the course.~~

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~~(c) Class Attendance Pay Policy. Any classes which are eligible for educational credit under (a) or which are attended in pursuit of emergency medical training or paramedic training and which are held during normal working hours may be attended by the employee without loss of pay upon approval of the Fire Chief or his/her designee. An employee shall not be reimbursed either pay or compensatory time for any off duty time spent attending any such classes.~~

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**ARTICLE 10 - VACATIONS AND HOLIDAYS**

Section 1.

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(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:

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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

640

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

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

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

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

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

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~~(b) Holiday Sell-back. All employees have the option of returning to the City any or all of the holidays specified above up to the approved dollar amount of \$105,000 in 2016, \$105,000 in 2017, and \$0 in 2018. No funds will be provided in 2018 or any year thereafter.~~

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

657 ~~Employees will be given this option allocated by seniority. The first four days will be~~  
658 ~~allocated by seniority amongst the membership, with the most senior member receiving~~  
659 ~~additional days to sell back as funds remain. As an example, if each member has been~~  
660 ~~given the opportunity to sell back days, and funds remain, the most senior member~~  
661 ~~could then choose how many additional whole days (24 hours) he/she wishes to sell. If~~  
662 ~~the most senior member declines additional days, the choice would move to the next~~  
663 ~~most senior member and so on until all remaining funds are exhausted, no overages will~~  
664 ~~be allowed and any unused funds will be returned to the City. The union leadership~~  
665 ~~must notify the Chief how many days each member will be selling, up to the allocated~~  
666 ~~fund amount, in writing prior to November 1 of the previous year. The employee shall~~  
667 ~~be compensated in the following manner:~~

668 ~~1. Pay equal to the employee's hourly rate times 24 for each holiday returned. This~~  
669 ~~amount will be added to the second pay check in January.~~

670 ~~2. For purposes of this sell-back, holidays shall be prorated beginning on the date that~~  
671 ~~the new employee begins working a 56-hour work week schedule. Payment for days~~  
672 ~~sold back shall be added to the second pay check after the new employee begins a 56-~~  
673 ~~hour work week.~~

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

677  
678 New Years' Day  
679 Half of Good Friday  
680 Easter Sunday  
681 Memorial Day  
682 Fourth of July  
683 Labor Day  
684 Thanksgiving Day  
685 Day after Thanksgiving  
686 Day before Christmas  
687 Christmas Day  
688 Half Day before New Years.

689  
690 (cd) Holiday Call-In Pay. An employee who is called in to work outside of the  
691 employee's scheduled hours on any of the holidays listed in Section 2 (be), or any other  
692 day proclaimed in writing as a paid City holiday by the Mayor and Common Council shall  
693 be compensated at the rate of two times regular pay for such call in. In the case of a  
694 half day holiday in Section 2 (be), this double time pay shall be limited to the first twelve  
695 hours worked. Employees involved in trades shall not receive any additional  
696 compensation under this provision.

697 Section 3. Vacation and Holiday Selection Limits.

698 (a) Vacation Schedule. All vacation days will be selected on a seniority basis.  
699 Vacation days can be selected at any time during the year, with the following

700 stipulations: No more than six (6) work days can be selected during June, July and  
701 August. Vacation shall be taken in increments of not less than three consecutive  
702 working days during the months of June, July and August. If the first or the third day of  
703 the three consecutive days begins or ends in the months of May or September that day  
704 will be included in the above stipulation. The selection of vacation days for any year  
705 shall start October 1 and be completed by December 15 of the preceding year.

706 (b) Holiday Selection. ~~Except as provided in Article 10 Section 2(b), h~~ Holiday  
707 compensatory off days shall be selected on a seniority basis after all members of the  
708 bargaining unit have selected their vacation time. Holidays may be selected at any time  
709 during the year, but all holiday selections must be completed by December 15 of the  
710 preceding year. ~~Only employees hired prior to January 1, 2001 shall be eligible to select~~  
711 ~~holiday compensatory off days.~~

712 (c) Vacation and Holiday Selection Limits. When selecting vacation and holidays,  
713 no more than three (3) members of the bargaining unit shall be permitted to select off  
714 days per shift at any time, but a fourth (4th) member may be permitted off at the  
715 discretion of the Fire Chief. On Christmas Eve and Christmas Day, no more than four (4)  
716 members of the bargaining unit shall be permitted to select off days per shift at any  
717 time, except that a fifth (5th) member may be permitted off at the discretion of the Fire  
718 Chief.

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

725 (d) Seniority. Departmental seniority shall be determined by the first day of  
726 employment with the department. ~~In the case of several members being employed on~~  
727 ~~the same day, an individual seniority ranking shall be determined by the City within~~  
728 ~~fifteen (15) weeks of employment. For employees hired on the same day, seniority will~~  
729 ~~be based on eligibility list order. The seniority order shall be final and unalterable.~~ For  
730 purposes of promotion, Article 6, Section 1(c) applies.

731 (e) Trades of Work Time. Trades of work time may be done between  
732 individuals with certain limitations to ~~ie~~nsure that the orderly function of the  
733 department is not disturbed.

- 734 1. Trades must be approved by the Battalion Chief, or in his/her  
735 absence, the Deputy Chief.
- 736 2. In general, no trade shall be made with a person who is more than a  
737 single rank below you. Exceptions to this shall be allowed with the  
738 approval of the Chief or Deputy Chief if the seniority on the unit is  
739 not disrupted to the point where a member is forced to assume  
740 acting officer responsibilities.
- 741 3. The EMS qualifications of the person you trade with must be at least  
742 equal to yours, unless sufficient personnel with the necessary EMS  
743 qualifications are assigned to the unit.

- 744 4. Any schedule adjustments due to trades of work time between  
745 individuals must be agreed to by all individuals affected by said trade.  
746 5. The individual requesting the trade within forty (40) hours will be  
747 responsible for all paperwork and moving any and all clothing.

748 **ARTICLE 11 - PARKING**

749

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

753 **ARTICLE 12 - UNION ACTIVITY**

754

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

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

772 **ARTICLE 13 - MILITARY LEAVE**

773

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

778

779 **ARTICLE 14 - FUNERAL LEAVE**

780

781 Section 1. Pallbearers. All employees who act as pallbearers for any deceased  
782 person whose funeral takes place during regular working hours may also be granted  
783 time off, with pay, with the permission of the Chief. Permission shall be granted for this

784 service unless an emergency situation exists, or if not detrimental to the job in the  
785 opinion of the Chief.

786 Section 2. Death of Certain Relatives in Immediate Family. When there is a  
787 death in the immediate family of an employee ("immediate family" being defined as  
788 that of an employee's ~~mother, father, parent, legal guardian, spouse, step-father, step-~~  
789 ~~mother, parent, sibling or step-sibling, sibling-in-law,~~ father-in-law, mother-in-law, child  
790 or step-child, ~~grandchild, grandparent, son-in-law, or daughter-in-law~~), a maximum of  
791 two (2) consecutive twenty-four (24) hour duty periods of leave will be granted with pay  
792 to such employee, if needed.

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

795 ~~Section 3. Death in Family. When there is a death in the family of an employee~~  
796 ~~("family" being defined as employee's brother, sister, step-brother, step-sister, brother-~~  
797 ~~in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, but~~  
798 ~~excluding the spouse of the brother or sister of the employee's spouse), a maximum of~~  
799 ~~one (1) twenty four (24) hour) duty period of leave with pay will be granted to such~~  
800 ~~employee, if needed to attend the funeral of such relative.~~

801 ~~Up to one additional day will be granted for funeral leave for the above named~~  
802 ~~relatives if the additional day is needed to attend the funeral. The additional day will be~~  
803 ~~charged to sick leave.~~

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

806

807

## ARTICLE 15 - SICK LEAVE

808

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

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

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

838 City may verify sick leave.

839 Section- 3. Sick Leave Credits. Credits beyond the maximum accumulated ninety  
840 (90) days on the anniversary date of employment will be paid each employee each year  
841 on the basis of one-half (½) the value of excess credits when the employee's total first  
842 exceeds ninety (90) days. Thereafter, employees shall be paid as follows: On the  
843 anniversary date of employment, each employee shall be paid one-half (1/2) of the sick  
844 leave credits over ninety (90) but not more than five (5). The number of sick days the  
845 employee had taken between the last anniversary date and the present anniversary  
846 date shall be deducted from the 10 credits earned for the year, and the remaining days  
847 shall be added to the employee's total. The difference between the last anniversary  
848 date total and the present anniversary date total shall be used in computing the amount  
849 of sick days the employee shall be paid for. One-half (1/2) of the difference shall be paid  
850 for and the other one-half (1/2) shall be added to the employee's total. This process  
851 shall continue until the employee has accumulated one hundred (100) days. Once the  
852 employee accumulates one hundred (100) days, the same process for payment shall  
853 continue except that the employee shall not receive any unpaid sick leave credit over  
854 (100) days.

855 Employees who retire may elect to have either a cash payment or to have the  
856 employer retain all of the sick leave credits for payment of the cost of continued  
857 coverage under the group hospital and surgical insurance policy. If the employee  
858 chooses the second option the Finance Director's office shall record the employee's  
859 credits and payments and shall notify the employee when the fund is exhausted. Should  
860 the employee desire to withdraw any remaining credits at any time, the employee may  
861 do so, but in no event may the employee return to the fund thereafter. However, the  
862 employee would thereafter be entitled to continue health insurance under the group  
863 policy by making personal payments. Should there remain an amount in the employee's  
864 account smaller than the amount of health insurance premium, the employee may add  
865 the difference from personal funds or may withdraw that amount and pay the entire  
866 premium from personal funds.

867 All sick leave credits accumulated by employees who leave the employment  
868 of the City either by choice or dismissal shall be canceled and no payments be made.  
869 Employees eligible for retirement annuity or in the event of death while in service will

870 receive all sick leave credits accumulated by them from the City immediately upon  
871 retirement or death.

872 All sick leave credits are to be computed by dividing the annual wage or salary by  
873 two hundred three and thirty-three hundredths (203.33) days in order to arrive at the  
874 daily wage or salary rate.  
875

## 876 ARTICLE 16 - DUTY-INCURRED DISABILITY PAY

877

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

881 Section 2. Death or Disability Benefit. In the event of the duty-incurred total  
882 disability or death of an employee, the employee or, in the case of the employee's  
883 death, then the employee's estate, shall be paid in one lump sum, one (1) year's regular  
884 pay at the rate in effect at the death or the commencement of the disability, in addition  
885 to the sick leave, worker's compensation, state life insurance, or any other benefits to  
886 which said employee or his or her estate is entitled, by virtue of this Agreement or  
887 employment. A "total disability" shall be a disability as defined in Section 40.63(1)(b)  
888 and (11), Wis. Stat. (1981-1982). An order awarding Section 40.65, Wis. Stats., special  
889 disability or death benefits to an employee or his spouse, whether based on the  
890 operation of Section 891.45, Wis. Stats., or on other evidence, shall be conclusive  
891 evidence that a disability or death is "duty-incurred." For purposes of this section, the  
892 term "regular pay" shall be defined to consist of base salary plus longevity, educational  
893 credit payments, any EMS differential payments, hazardous duty pay, and 72 hours of  
894 vacation pay at the "hourly wage."  
895

## 896 ARTICLE 17 - INSURANCE AND PENSION

897

898 Section 1. Health Insurance.

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

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

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



909           Section 2. Pension. The employee shall pay ~~4%~~the full employee share of the  
910 contribution to the Wisconsin Retirement Fund ~~beginning January 1, 2013 and the entire~~  
911 ~~employee share effective January 1, 2014.~~<sup>3</sup>

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

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

918           (a) Retirees. Any participating employee of the Group Hospital, Surgical, Major  
919 Medical may elect to continue to be covered as part of the Group under the rules of the  
920 plan until reaching the age of 65. This benefit is designed to provide coverage for  
921 employees forced to retire under disability provisions of Chapter 62.13 and the  
922 Wisconsin Retirement Fund, ~~as well as participating employees with a mandatory~~  
923 ~~retirement age less than 65.~~

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

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

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

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

943           Section 6. ~~Flexible Benefits~~Cafeteria Plan. ~~Firefighters shall have access to all~~  
944 ~~cafeteria plans (HSA, FSA, dependent care) available to general municipal employees.~~  
945 ~~Effective January 1, 1993 the City shall institute a flexible benefits plan for members of~~  
946 ~~the bargaining unit as permitted by §125 of the Internal Revenue Code. All employees~~  
947 ~~shall automatically be deemed to participate in the plan to the extent of any employee~~  
948 ~~contribution to health insurance or dental insurance. There shall be no administrative~~  
949 ~~expense to the employee for employees who elect only to qualify their contribution to~~  
950 ~~health and dental insurance premiums or those employees who elect to set aside an~~

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

951 ~~additional \$300 or more for eligible \$125 expenses in any calendar year. Employees~~  
952 ~~who elect to set aside amounts in addition to their contribution to health and dental~~  
953 ~~insurance premiums in an amount of less than \$300 in any calendar year shall be~~  
954 ~~required to pay 50% of the administrative cost to the City of the employee's~~  
955 ~~participation in such plan.~~  
956 ~~———— The initial plan administrator shall be Valley Trust Company. The City shall have~~  
957 ~~authority to change the plan administrator to any substantially equivalent administrator~~  
958 ~~which does not result in any additional administrative costs to any employee at the time~~  
959 ~~of such change.~~  
960

961 **ARTICLE 18 - SAFETY**

962  
963 Section 1. Safety Glasses. The City agrees to pay 75% of the cost of one (1) pair  
964 of safety glasses for each employee requiring the glasses but the cost to the employee  
965 shall not exceed \$5.00. The City will then pay the difference. The employee shall pay  
966 for special features. The employee shall pay for the examination. This provision shall  
967 apply to each employee only once unless there is a change in prescription. This benefit  
968 is not transferable among employees and is not transferable to members of the  
969 employee's family or to anyone else. This benefit is for the employee only. All glasses  
970 or contacts broken while on duty shall be replaced by the City with the City responsible  
971 for all costs of replacement.

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

977  
978 Section 2. Firefighter Safety. In an effort to provide a minimum amount of  
979 safety to firefighters, the City shall comply with the first sentence of SPS 330.14(3)(a)  
980 and SPS 330.11(1)(a) as of January 1, 2020, and as they may be amended from time to  
981 time.

982

983 **ARTICLE 19 - JURY DUTY**

984

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

988

989 **ARTICLE 20 - SAVING CLAUSE**

990

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

994 In the event that any Article or Section of the Agreement is held invalid or  
995 enforcement of which has been restrained, the parties affected thereby shall enter into  
996 immediate collective bargaining negotiations, upon the request of the Union, for the  
997 purpose of arriving at a mutually satisfactory replacement for such Article or Section  
998 during the period of invalidity or restraint.  
999

#### 1000 **ARTICLE 21 - AMENDMENT PROVISION**

1001

1002 This Agreement is subject to amendment, alteration, or addition only by  
1003 subsequent written agreement between, and executed by, the City and the Union  
1004 where mutually agreeable. The waiver of any breach term or condition of this  
1005 Agreement by either party shall not constitute a precedent in the future enforcement of  
1006 all its terms and conditions.  
1007

#### 1008 **ARTICLE 22 - MAINTENANCE OF EMPLOYMENT CONDITIONS**

1009

1010 All conditions of employment relating to wages, hours of work differentials,  
1011 general working conditions and practices which are not specifically provided for in this  
1012 Agreement and which are mandatory subjects of bargaining shall be maintained at not  
1013 less than the highest minimum standard in effect at the time of signing of this  
1014 Agreement, and the conditions of employment shall be improved wherever specific  
1015 provisions for improvements are made in this Agreement.  
1016

#### 1017 **ARTICLE 23 - STRIKES AND LOCKOUTS**

1018

1019 Section 1. Prohibition. There shall be no lockout on the part of the employer  
1020 and there shall be no strike, work stoppage or slowdown authorized, sanctioned,  
1021 approved or engaged in by the Union against the City during the term of this  
1022 Agreement.  
1023

1023

1024 Section 2. Union Responsibility. It is further agreed that in all cases of  
1025 unauthorized activity (i.e. strikes, work stoppages or slowdowns) the Union shall not be  
1026 liable for damages resulting from such unauthorized acts of its members and shall  
1027 undertake every reasonable means to induce employees to return to work.  
1028

1028

#### 1029 **ARTICLE 24 - HEALTH PROGRAM**

1030

1031  
1032 Section 1. Medical Examinations. Each member of the bargaining unit agrees to submit to  
1033 no more than one medical examination every three years as directed and paid for by the  
1034 City, which will include profession-specific screenings. Medical exams will be administered  
1035 on a bargaining unit-wide basis unless the City has reasonable cause to believe that the  
1036 physical condition of a particular employee could adversely affect the ability to perform the  
1037 duties of a firefighter. Medical exams which are administered to different portions of the  
1038 bargaining unit over a staggered three-year period shall be regarded as being administered  
1039 on a bargaining unit-wide basis.

1040 L368 members shall be entitled to complete confidentiality with respect to any and  
1041 all medical examinations and physical assessments conducted pursuant to this program. The  
1042 city will not require Local 368 members to waive patient/physician confidentiality with  
1043 respect to the results of any portion of the medical examination, their medical records or  
1044 physical, except if evaluations are needed to determine fitness for duty and workers  
1045 compensation purposes.

1046 Section 2. Fitness. The fitness program shall consist of ninety (90) minutes per day,  
1047 preferably between 0800 and 1000 hours, for physical fitness activity and a clean-up period.  
1048 Employees shall wear appropriate and respectable exercise attire while exercising.  
1049 Employees shall be permitted to wear their uniforms or turnout gear over exercise attire if  
1050 they are responding to a call. Approved (by the Chief) workout attire may be purchased  
1051 through the employee's clothing allowance. The City will support the program as fiscally  
1052 possible.

1053  
1054 Section 3. Fit-For-Duty. Physical exams will be administered on a unit-wide basis  
1055 unless the City has reasonable cause to believe that the physical condition of a particular  
1056 employee could adversely affect the ability to perform the duties of a firefighter. In that  
1057 case, administration will supply the employee with a letter of reasoning for the decision to  
1058 have a physical exam performed out of the scheduled three-year cycle. If an initial physical  
1059 exam indicates an employee has a physical problem which does not permit the employee to  
1060 return to work, the employee will have to use sick leave or light duty until a confirmatory  
1061 test affirms that the original diagnosis found during the exam is correct.

1062  
1063 Section 4. Payment Responsibility. The cost of all initial required assessments, tests,  
1064 and exams shall be at the expense of the city. Confirmatory tests are the initial responsibility  
1065 of the affected employee. If the confirmatory test concludes that the initial suspected  
1066 diagnosis which prevented the employee from returning to work was not correct, the City  
1067 would agree to pay any out-of-pocket costs incurred by the employee which were not  
1068 covered by the employee's health insurance.

1069 ~~Section 1. Physical Examinations. Each member of the bargaining unit agrees to submit~~  
1070 ~~to no more than one physical examination every other year as directed by the City. The~~  
1071 ~~cost of any such physical examination which the City elects to administer shall be borne~~  
1072 ~~by the City. At the expense and option of the affected employee, the employee may~~

1073 ~~obtain a second medical opinion from a doctor or other medical health care professional~~  
1074 ~~of the employee's choosing.~~  
1075 ~~———— If an initial physical exam administered at the expense of the Fire Department~~  
1076 ~~indicates an employee has a physical problem which does not permit the employee to~~  
1077 ~~return to work, the employee will have to use sick leave for any time off until a~~  
1078 ~~confirmatory test affirms that the original diagnosis found during the exam paid for by~~  
1079 ~~the City is correct. The City would make no payment for the confirmatory test, since the~~  
1080 ~~test would be considered the follow up test which the employee may take at his/her~~  
1081 ~~own expense as specified in the Labor Agreement. However, if the confirmatory test~~  
1082 ~~shows that the initial suspected diagnosis which prevented the employee from returning~~  
1083 ~~to work was not correct, the City would agree to pay for any out-of-pocket costs~~  
1084 ~~incurred by the employee which were not covered by the employee's health insurance.~~  
1085 ~~The Fire Chief would first have to approve the administration of the confirmatory test so~~  
1086 ~~that the City would have some idea of the expense involved.~~  
1087 ~~———— Physical exams hereunder will be administered on a bargaining unit wide basis~~  
1088 ~~unless the City has reasonable cause to believe that the physical condition of a~~  
1089 ~~particular employee could adversely affect the ability to perform the duties of a~~  
1090 ~~firefighter. Physical exams which are administered to different portions of the~~  
1091 ~~bargaining unit over a staggered three year period shall be regarded as being~~  
1092 ~~administered on a bargaining unit wide basis.~~  
1093 ~~———— All provisions of this section also apply to employees who meet the~~  
1094 ~~requirements for physical examinations by completing hazmat team physicals which are~~  
1095 ~~identical to those required for fire department members. However, the frequency of~~  
1096 ~~hazmat team physicals shall be as required by CFR 1910.120. In no case will the interval~~  
1097 ~~between physicals exceed three calendar years.~~  
1098 ~~———— Section 2. Firefighter Wellness Fitness Initiative. The wellness fitness initiative~~  
1099 ~~applies for all Local 368 members' participation.~~  
1100 ~~———— The purpose of this policy is to provide a physical wellness program for all of~~  
1101 ~~Local 368 members that enhances the employee's health, identifies health risk factors,~~  
1102 ~~coordinates an individual physical fitness program and provides advice for future~~  
1103 ~~development. The program also requires individualized physical fitness assessment~~  
1104 ~~counseling and provides access to fitness equipment while at work during certain hours~~  
1105 ~~identified here in and in SOG F-0027. Participation in the program is mandatory.~~  
1106 ~~———— The program shall consist of ninety (90) minutes per day preferably between~~  
1107 ~~0800 and 1000 hours for physical fitness activity, which includes a clean up period.~~  
1108 ~~———— The City shall support and maintain the program to the extent fiscally possible,~~  
1109 ~~including the cost of health risk assessment (HRA), medical examinations, physical~~  
1110 ~~fitness assessments, fitness equipment, fitness equipment upgrades and fitness~~  
1111 ~~equipment maintenance. The City shall review its ability to maintain the program on an~~  
1112 ~~annual basis.~~  
1113 ~~———— This program will entail stretching, weight lifting, and cardiovascular workout as~~  
1114 ~~coordinated to each individuals needs as determined by a peer fitness trainer.~~  
1115 ~~———— Physicals shall be done every other year and a City paid HRA done annually.~~  
1116 ~~Peer fitness trainers will evaluate each member annually and set up a specific individual~~

1117 ~~workout plan. This evaluation will include a fitness evaluation and body composition~~  
1118 ~~exam. Each year members will participate in the City HRA. After receiving results of the~~  
1119 ~~City HRA the employee will set up a physical exam with agency City has contracted the~~  
1120 ~~physical exam with on the year of their physical. The employee is responsible to~~  
1121 ~~coordinate the setting up of this exam with their shift commander and have the exam~~  
1122 ~~listed on the department calendar. Physical exams will be scheduled with in 5 months~~  
1123 ~~of blood test received by City HRA.~~

1124 ~~Local 368 members shall be entitled to complete confidentiality with respect to~~  
1125 ~~any and all medical examinations and physical assessments conducted pursuant to this~~  
1126 ~~agreement. The City will not require Local 368 members to waive patient/physician~~  
1127 ~~confidentiality with respect to the results of any portion of the medical examination,~~  
1128 ~~their medical records or physical fitness assessment, except if evaluations are needed to~~  
1129 ~~determine fitness for duty and workers compensation purposes.~~

1130 ~~There will be a Wellness Program Committee established. The Committee~~  
1131 ~~shall be comprised of one peer fitness trainer, 2 members of Local 368 and one member~~  
1132 ~~from management. This Committee will meet annually during the month of May.~~  
1133 ~~Neither the Committee nor its members have the authority to make decisions binding~~  
1134 ~~Local 368 or the City.~~

1135 ~~Unless and until the Employer and Local 368 agree upon uniform exercise attire,~~  
1136 ~~employees shall wear appropriate and respectable exercise attire while exercising.~~  
1137 ~~Employees shall be permitted to wear their uniforms or turnout gear over exercise attire~~  
1138 ~~if they are responding to a call. Approved (by the Chief) workout attire may be~~  
1139 ~~purchased through the employee's clothing allowance.~~

1140 ~~If disputes occur, the current bargaining agreement will supersede and govern~~  
1141 ~~said disputes.~~

1142 ~~The Fire Department physician will furnish the City with a "fit for duty" report based~~  
1143 ~~upon medical evaluation and/or stress test on each person evaluated. No employee shall be~~  
1144 ~~disciplined based upon their level of fitness or medical findings.~~

1145

## 1146 **ARTICLE 25 - RESIDENCY PROVISION**

1147

1148 All employees hired after January 1, 2001 shall establish their primary residence  
1149 within twenty-five (25) miles of the City of Manitowoc limits within one year of  
1150 employment.

1151

## 1152 **ARTICLE 26 - LINEN AND LAUNDERING PROVISION**

1153

1154

1155 Section 1. Linen. Manitowoc Fire Department agrees to supply each member of L368  
1156 with two fitted bed sheets, two flat sheets, two pillow cases, and two bath towels. The City  
1157 agrees to replace above mentioned bed linen and towels when they have become worn out.  
1158 L368 agrees that its members shall replace any above-mentioned items lost or damaged by any

1159 of its members- ordinary wear and tear excepted. Individual clothing allowance funds can be  
1160 used to replace any lost or damaged sheets with a limit of four sheets (fitted or flat), two towels,  
1161 and two pillow cases per calendar year.

1162 Section 2. Laundering. The city agrees to provide L368 members with a minimum of one  
1163 functioning washer and one functioning dryer at each firehouse. L368 members agree to wash  
1164 and dry kitchen cloths, vehicle drying rags, and department issued clothes and linens. Any  
1165 laundering duties shall not interfere with other duties assigned at the time. No ambulance linens  
1166 shall be washed by Local 368 members.

1167 ~~Manitowoc Fire Department agrees to supply two fitted bed sheets, two flat sheets, two~~  
1168 ~~pillow cases, and two bath towels to each member of Local 368 for use while on duty.~~

1169 ~~Local 368 agrees that its members shall wash and dry the above mentioned bed~~  
1170 ~~linen and towels as needed while off duty.~~

1171 ~~Manitowoc Fire Department agrees to replace above mentioned bed linen and~~  
1172 ~~towels when they have become worn out.~~

1173 ~~Local 368 agrees that its members shall replace any above mentioned items lost~~  
1174 ~~or damaged by any of its members, ordinary wear and tear excepted. Manitowoc Fire~~  
1175 ~~Department agrees that Local 368 members may use available individual clothing~~  
1176 ~~allowance funds to replace lost or damaged items, with the limit being four sheets~~  
1177 ~~(fitted or flat,) two towels, and two pillow cases per calendar year.~~

1178 ~~Local 368 members agree to wash and dry one load of kitchen towels and wash~~  
1179 ~~cloths per week if the Department chooses to install a washer and dryer.~~

1180 ~~Manitowoc Fire Department agrees that on duty Local 368 members shall not be~~  
1181 ~~required to wash and dry bed linen or towels other than kitchen towels, kitchen wash~~  
1182 ~~cloths, and assorted drying rags used in the course of drying vehicles. Specifically, no~~  
1183 ~~ambulance linen shall be washed by Local 368 members.~~

1184 ~~If a Local 368 member wishes to wash the bed linen and towels issued to~~  
1185 ~~him/her at the fire station which he/she is assigned to, and a washer and dryer is~~  
1186 ~~present at that station, he/she shall be allowed to do so. Likewise, if clothing of on duty~~  
1187 ~~personnel becomes wet due to weather or other factors, it shall be permissible for such~~  
1188 ~~clothing to be washed and/or dried to make it suitable for use. However, such washing~~  
1189 ~~and drying of bed linen, towels, and other clothing of on duty personnel shall not~~  
1190 ~~interfere with other duties at any time. Use of the washer and dryer is only for these~~  
1191 ~~specified purposes.~~

1192 ~~City of Manitowoc Fire Department recognizes the willingness of Local 368~~  
1193 ~~members to wash their own linen and significantly decrease contractual services costs~~  
1194 ~~as a positive effort to cope with budget shortfalls and help maintain the ability of the~~  
1195 ~~Manitowoc Fire Department to maintain emergency response services at the level~~  
1196 ~~currently provided to the community.~~

1197

1198

## ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE

1199

1200           Section 1. Duration. This Agreement shall be effective as of January 1, 2019 and  
1201 remain in force and effect to and including December 31, 2021 and shall renew itself for  
1202 additional one year periods until and unless either party before the expiration of the  
1203 Agreement or in the case of annual renewal terms thereafter, before July 1 of this or  
1204 any subsequent year thereof, notifies the other party in writing that it desires to alter or  
1205 amend the same at the end of the contract term, except, however, that where  
1206 negotiated, the terms and provisions of this existing Agreement shall be deemed to  
1207 continue, but subject to retroactivity and other provisions of the new Agreement as  
1208 finally negotiated and signed, but in no event shall the provisions of Article 23 be  
1209 effective.

1210  
1211           Section 2. Negotiations. The parties recognize their duty to bargain in good  
1212 faith and therefore negotiations may begin at any time, preferably prior to August 15,  
1213 and the parties shall attempt to complete negotiations by the last Tuesday of October.  
1214

## 1215   **ARTICLE 28 - OFF-DUTY EMPLOYMENT**

1216  
1217           Members of Local 368 will be prohibited from performing firefighting or  
1218 emergency medical services for any municipalities within the county or any rival  
1219 organization operating a paid, partially paid, paid on-call or volunteer department in  
1220 competition of another local unionized fire department.



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

~~Contract implemented based on February 12, 2021 award of Arbitrator Andrew Roberts, Wisconsin Employment Relations Commission.~~

**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