

AGREEMENT
BETWEEN
CITY OF MANITOWOC

and

CITY OF MANITOWOC FIREFIGHTERS
INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 368, AFL-CIO

2015-2018

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AGREEMENT

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

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

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

ARTICLE 1

RECOGNITION

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

ARTICLE 2

UNION SECURITY

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

Section 2. Dues Check Off. The City agrees that effective upon date of this Agreement, it will deduct from the monthly earnings of all employees in the collective

bargaining unit the amount of monthly dues certified by the Union, as the current dues required of all members, and pay said amount to the treasurer of the union on or before the end of the month following the month in which such deduction was made.

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

Section 3. Payroll Deductions. When authorized in writing by the employee, the City shall deduct payments to the Riverwood- Maritime Credit Union as indicated in said authorization form which authorization form shall comply with the provisions of Section 241.09, Wis. Stats., and applicable Wisconsin law.

ARTICLE 3

MANAGEMENT RIGHTS

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

ARTICLE 4

HOURS OF WORK

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

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

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

1st time in calendar year: Verbal warning

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

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

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

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

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

(c) Interpretation of Definition of Work Day.

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

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

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

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

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

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

Public education or public relations that can only be accomplished outside the period from 0700 to 1630 hours Monday through Saturday would be rare. Such

activities that can only be accomplished outside of this time period would result in equal standby time being moved to an earlier period of the day. Training that can only be accomplished outside the period from 0700 to 1630 hours Monday through Saturday would also be rare.

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

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

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

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

- 1) The employee remains assigned to his/her existing shift for all three days of a work week schedule
- 2) The employee does not receive four consecutive rest days.

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

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

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

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

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

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

Section 4. Light Duty. (a) General Provisions-All Light Duty. Light duty assignments shall include duties consistent with those normally performed by firefighters. Attendance at training sessions shall thus not be preempted by other assigned duties. Up to four employees [duty-related and non duty-related] will be assigned to light duty on a 24-hour work day, with one on each shift and one filling the off days of the other light duty firefighters on various shifts. When more than four employees are on light duty, they will be assigned to an 8-hour day, 40-hour work week. 40-hour light duty firefighters will be allowed to be off during their scheduled vacation and holiday periods and for previously-scheduled trades.

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

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

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

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

ARTICLE 5

EXTRA HOURS

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

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

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

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

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

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

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

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

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

1. The first and second times a member is ordered in during a calendar year, compensation will be time and one half for a minimum of two hours.
2. For the third time a member is ordered in during a calendar year, compensation will be time and one half for a minimum of two hours and the employee will receive the time back, subject to provisions related to number of people off.

3. Article 10, Section 2 (d) shall apply to such call backs.

4. If the employee is working the day prior and is ordered to remain for the next shift, the employee will not be kept beyond 1000 hours unless an emergency response is in progress.

5. Employees will be exempt from being ordered in for duty if a legitimate reason is given to the Chief or his/her designee by the employee for being unable to report.

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

Section 4. Pager Recall. The City may implement a pager recall system in order to summon firefighters to emergency calls in accordance with department policy and operating procedures. The City shall consult with the Union prior to promulgating such policies and procedures. Any participation by employees in a pager recall system shall be on a voluntary basis.

In the event the City fails to maintain a regular crew of eleven on duty personnel, the Union shall have the right to unilaterally remove this section from the Labor Agreement by written notice to the City. In determining the "regular crew," all firefighters on duty, including supervisory personnel, shall be included, provided, however, that clerical personnel and firefighters assigned to light duty shall not be included.

Section 5. Stand-by Duty.

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

Members who volunteer to be on stand-by duty shall be available to provide a 16th person to:

- a) Supplement the 15 on-duty firefighting personnel
- b) Respond immediately to a call for Fire department service.

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

This provision does not create any minimum manning obligation.

ARTICLE 6

PROMOTIONS AND EVALUATIONS

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

Section 1. Promotions.

(a) Promotional Procedure. The promotional procedure shall include the following components and values.

Written test based on MFD procedures and training--35%

Oral interview and exercises--30%

Chief's evaluation of ability and past performance--35%

A passing score shall be 80% overall, with a minimum of 70% on each section.

(b) Minimum Educational and Certification Requirements.

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

(c) Seniority for Promotions.

The senior qualified candidate shall be promoted. For the purpose of promotions, seniority shall be based upon the date of hire with the department. For candidates hired on the same date, the candidate with the highest score shall be promoted.

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

Section 2. Related Information

- (1) Tests will be based upon Manitowoc Fire Department SOPS, operations, and training.
- (2) Scores from each of the three (3) components of the promotional procedure will be rounded to the nearest full point and then added together to equal the final score.
- (3) Promotional procedures will be scheduled bi-annually between April 1 and June 30. At least two months prior notice shall be given for all tests. These scheduled procedures will be used to establish eligibility lists which are in effect for two years.

- (4) An individual designated by the Union shall be permitted to observe the administration of all tests. However, this person must be of the rank or above the rank of the position being tested, and shall sign an affidavit indicating that the contents of the test will not be divulged under penalty of discipline.
- (5) The Chief shall provide test scores to each individual and discuss the candidate's results on the various components of the promotional process with any individual that requests such review. No additional follow-up will be provided to the candidates.
- (6) All promotions are subject to final approval by the Police and Fire Commission.
- (7) Employees promoted under the provisions of this Article shall serve a probationary period of twelve months and shall be paid at the rate of pay designated for the new position.

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

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure.

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

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

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

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

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

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

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

ARTICLE 8

LEAVES OF ABSENCE

Section 1. Educational Leave. The Chief of the Fire Department with approval of the Common Council may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one (1) calendar

year for the following purposes: Attendance at a college or university for the purpose of training in subjects related to the work of department personnel and which will benefit its employees and the City Service. The Common Council, upon recommendation of the Fire Chief, may grant leaves of absence with or without pay in excess of the limitations above for the purpose of attending extended courses of training at a recognized college or university and for other purposes that are deemed beneficial to the City Service.

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

ARTICLE 9

COMPENSATION

Section 1. Compensation Schedule.

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

CITY OF MANITOWOC CLASSIFICATION AND COMPENSATION FOR FIRE DEPARTMENT

Compensation Schedule A

The following pay scale is for employees hired before August 1, 2009:

Classification	Mo. Pay Effective	Mo. Pay Effective	Mo. Pay Effective	Mo. Pay Effective	Mo. Pay Effective	Mo. Pay Effective	Mo. Pay Effective
	Upon Ratification	1/1/2016	7/1/2016	1/1/2017	7/1/2017	1/1/2018	7/1/2018
	1.00%	1.00%	1.75%	1.00%	2.00%	1.00%	2.25%
Fire Captain	5851	5910	6013	6073	6194	6256	6397
Fire Lieutenant	5649	5705	5805	5863	5980	6040	6176
Motor Pump Operator	5355	5409	5504	5559	5670	5727	5856
Firefighter Step E	5250	5303	5396	5450	5559	5615	5741
Firefighter Step D	5138	5189	5280	5333	5440	5494	5618
Firefighter Step C	5030	5080	5169	5221	5325	5378	5499
Firefighter Step B	4909	4958	5045	5095	5197	5249	5367
Firefighter Step A	4158	4200	4274	4317	4403	4447	4547

Compensation Schedule B

The following pay scale is for employees hired on or after August 1, 2009:

Classification	Mo. Pay	Mo. Pay	Mo. Pay	Mo. Pay	Mo. Pay	Mo. Pay	Mo. Pay
	Effective Upon Ratification	Effective 1/1/2016	Effective 7/1/2016	Effective 1/1/2017	Effective 7/1/2017	Effective 1/1/2018	Effective 7/1/2018
	1.00%	1.00%	1.75%	1.00%	2.00%	1.00%	2.25%
Fire Captain	5378	5432	5527	5582	5694	5751	5880
Fire Lieutenant	5083	5134	5224	5276	5382	5436	5558
Motor Pump Operator	4822	4870	4955	5005	5105	5156	5272
Firefighter Step E	4725	4772	4856	4905	5003	5053	5167
Firefighter Step D	4489	4534	4613	4659	4752	4800	4908
Firefighter Step C	4284	4327	4403	4447	4536	4581	4684
Firefighter Step B	3956	3996	4066	4107	4189	4231	4326
Firefighter Step A	3634	3670	3734	3771	3846	3884	3971

(b) EMS Certification Pay. Effective as specified below, the monthly Paramedic and EMT pay shall be as follows:

Effective 1/1/04

All Wisconsin-licensed EMT-Basics: 1.70% of Firefighter-E monthly base pay

All Wisconsin-licensed EMT-I V Technicians
(I-85): 1.90% of Firefighter-E monthly base pay

All Wisconsin-licensed EMT-Intermediates
(I-99) 3.75% of Firefighter-E monthly base pay

All Wisconsin-licensed Paramedic 5.75% of Firefighter-E monthly base pay

Effective 1/1/05

All Wisconsin-licensed Paramedics 6.25% of Firefighter-E monthly base pay

Effective 12/31/05

All Wisconsin-licensed Paramedics 7.0% of Firefighter-E monthly base pay

The Fire Chief or his/her designee shall assign personnel to the ambulance and

shall approve those personnel eligible for paramedic training and compensation.

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

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

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

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

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

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

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

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

(c) Promotions. When an employee is promoted to a position in a higher class, the employee's pay shall be increased to the minimum rate for the higher class. If his/her

present rate is equal to or exceeds this minimum, the employee's pay shall be increased to the next higher step in the new class, regardless of time since last increase.

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

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

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

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

- Step A = starting salary in class;
- Step B = salary after six (6) months of employment;
- Step C = salary after 1 ½ years of employment;
- Step D = salary after 2 ½ years of employment;
- Step E = salary after 3 ½ years of employment;

The steps, namely A, B, C, D and E set forth in Section 1 Compensation Schedule B above shall be administered as follows:

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

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

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

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

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

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

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

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

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

The City shall furnish all firefighting protective gear required by Comm 30 as may be amended.

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

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

\$10.00 per month after 6 years of employment;
An additional \$10.00 per month after 10 years of employment;
An additional \$10.00 per month after 11 years of employment;
An additional \$10.00 per month after 15 years of employment;

Section 6. Continuing Education. (a) Educational Credit Payments. The City of Manitowoc shall reimburse all employees covered by this Agreement for educational

credits earned in the following manner;

Beginning January 1, 1975, for every credit or its equivalent completed with a passing grade in a job-related course (not including any EMT or Paramedic courses, except courses which have been completed and approved before August 1, 1990), offered at the Lakeshore Technical College, a University of Wisconsin Center, or Silver Lake College, or any other school or course approved by the Fire Chief, the City of Manitowoc agrees to add \$1.00 per month for the successful completion of any credit to the salary of the person earning the credit up to a maximum of \$6.00 in any twelve month period and up to a total maximum of \$64.00 per month.

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

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

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

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

(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.

ARTICLE 10

VACATIONS AND HOLIDAYS

Section 1. (a) Vacation Leave. Employees of the Fire Department shall be granted an annual paid vacation leave, which must be taken each calendar year, as follows:

After the first year of service:	5 work days
After two years of service:	8 work days
After six years of service:	9 work days
After ten years of service:	11 work days
After fifteen years of service:	12 work days
After twenty years of service:	13 work days
After twenty-five years of service:	14 work days

Starting on 1/1/18 the Vacation Leave will be as follows:

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

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

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

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

Section 2. Holidays.

(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.

(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.

Employees will be given this option allocated by seniority. The first four days will be allocated by seniority amongst the membership, with the most senior member receiving additional days to sell back as funds remain. As an example, if each member has been given the opportunity to sell back days, and funds remain, the most senior member

could then choose how many additional whole days (24 hours) he/she wishes to sell. If the most senior member declines additional days, the choice would move to the next most senior member and so on until all remaining funds are exhausted, no overages will be allowed and any unused funds will be returned to the City. The union leadership must notify the Chief how many days each member will be selling, up to the allocated fund amount, in writing prior to November 1 of the previous year. The employee shall be compensated in the following manner:

1. Pay equal to the employee's hourly rate times 24 for each holiday returned. This amount will be added to the second pay check in January.
2. For purposes of this sell-back, holidays shall be prorated beginning on the date that the new employee begins working a 56-hour work week schedule. Payment for days sold back shall be added to the second pay check after the new employee begins a 56-hour work week.

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

New Years' Day
Half of Good Friday
Easter Sunday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Half Day before New Years.

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

Section 3. Vacation and Holiday Selection Limits.

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

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

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

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

(d) Seniority. Departmental seniority shall be determined by the first day of employment with the department. In the case of several members being employed on the same day, an individual seniority ranking shall be determined by the City within fifteen (15) weeks of employment. For purposes of promotion, Article 6, Section 1(c) applies.

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

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

ARTICLE 11

PARKING

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

ARTICLE 12

UNION ACTIVITY

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

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

ARTICLE 13

MILITARY LEAVE

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

ARTICLE 14

FUNERAL LEAVE

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

Section 2. Death of Certain Relatives. When there is a death in the immediate family of an employee ("immediate family" being defined as that of an employee's mother, father, spouse, step-father, step-mother, father-in-law, mother-in-law, child or step-child), a maximum of two (2) twenty-four (24) hour duty periods of leave will be granted with pay to such employee, if needed.

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

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

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

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

ARTICLE 15

SICK LEAVE

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

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

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

City may verify sick leave.

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

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

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

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

ARTICLE 16

DUTY-INCURRED DISABILITY PAY

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

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

ARTICLE 17

INSURANCE AND PENSION

Section 1. Hospital and Surgical.

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

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

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

Section 2. Pension. The employee shall pay 4% of the contribution to the Wisconsin Retirement Fund beginning January 1, 2013 and the entire employee share effective January 1, 2014.

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

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

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

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

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

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

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

Section 6. Flexible Benefits Plan. Effective January 1, 1993 the City shall institute a flexible benefits plan for members of the bargaining unit as permitted by §125 of the Internal Revenue Code. All employees shall automatically be deemed to participate in the plan to the extent of any employee contribution to health insurance or dental insurance. There shall be no administrative expense to the employee for employees who elect only to qualify their contribution to health and dental insurance premiums or those employees who elect to set aside an additional \$300 or more for eligible §125 expenses in any calendar year. Employees who elect to set aside amounts in addition to their contribution to health and dental insurance premiums in an amount of less than \$300 in any calendar year shall be required to pay 50% of the administrative cost to the City of the employee's participation in such plan.

The initial plan administrator shall be Valley Trust Company. The City shall have authority to change the plan administrator to any substantially equivalent administrator which does not result in any additional administrative costs to any employee at the time of such change.

ARTICLE 18

SAFETY

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

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

Section 2. Firefighter Safety. In an effort to provide a minimum amount of safety to firefighters, no firefighter shall be required to enter a burning building, i.e., a structural fire, explosive or poisonous atmosphere without being accompanied by at least one (1) additional firefighter. This provision shall also apply whenever a firefighter is required to wear a self-contained breathing apparatus pursuant to the City's standard operating procedures.

ARTICLE 19

JURY DUTY

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

ARTICLE 20

SAVING CLAUSE

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

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

ARTICLE 21

AMENDMENT PROVISION

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

ARTICLE 22

MAINTENANCE OF EMPLOYMENT CONDITIONS

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

ARTICLE 23

STRIKES AND LOCKOUTS

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

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

ARTICLE 24

HEALTH PROGRAM

Section 1. Physical Examinations. Each member of the bargaining unit agrees to submit to no more than one physical examination every other year as directed by the City. The cost of any such physical examination which the City elects to administer shall be borne by the City. At the expense and option of the affected employee, the employee may obtain a second medical opinion from a doctor or other medical health care professional of the employee's choosing.

If an initial physical exam administered at the expense of the Fire Department indicates an employee has a physical problem which does not permit the employee to return to work, the employee will have to use sick leave for any time off until a confirmatory test affirms that the original diagnosis found during the exam paid for by the City is correct. The City would make no payment for the confirmatory test, since the test would be considered the follow up test which the employee may take at his/her own expense as specified in the Labor Agreement. However, if the confirmatory test shows that the initial suspected diagnosis which prevented the employee from returning to work was not correct, the City would agree to pay for any out-of-pocket costs incurred by the employee which were not covered by the employee's health insurance. The Fire Chief would first have to approve the administration of the confirmatory test so that the City would have some idea of the expense involved.

Physical exams hereunder will be administered on a bargaining unit-wide basis unless the City has reasonable cause to believe that the physical condition of a particular employee could adversely affect the ability to perform the duties of a firefighter. Physical exams which are administered to different portions of the bargaining unit over a staggered three year period shall be regarded as being administered on a bargaining unit-wide basis.

All provisions of this section also apply to employees who meet the requirements for physical examinations by completing hazmat team physicals which are identical to

those required for fire department members. However, the frequency of hazmat team physicals shall be as required by CFR 1910.120. In no case will the interval between physicals exceed three calendar years.

Section 2. Firefighter Wellness-Fitness Initiative. The wellness fitness initiative applies for all Local 368 members' participation.

The purpose of this policy is to provide a physical wellness program for all of Local 368 members that enhances the employee's health, identifies health risk factors, coordinates an individual physical fitness program and provides advice for future development. The program also requires individualized physical fitness assessment counseling and provides access to fitness equipment while at work during certain hours identified here in and in SOG F-0027. Participation in the program is mandatory.

The program shall consist of ninety (90) minutes per day preferably between 0800 and 1000 hours for physical fitness activity, which includes a clean up period.

The City shall support and maintain the program to the extent fiscally possible, including the cost of health risk assessment (HRA), medical examinations, physical fitness assessments, fitness equipment, fitness equipment upgrades and fitness equipment maintenance. The City shall review its ability to maintain the program on an annual basis.

All medical examinations, from a provider of the employer's choice, and assessments will be done while on duty.

This program will entail stretching, weight lifting, and cardiovascular workout as coordinated to each individuals needs as determined by a peer fitness trainer.

All medical exams shall include at a minimum:

1. Physical exam
2. Medical history and or HRA
3. Blood test (SMAC 20)
4. Urinalysis
5. Cholesterol screening
6. EKG
7. Spirometry
8. Body composition exam
9. Hearing evaluation
10. Cancer screening
 - a. Skin Exam
 - b. PSA
 - c. Breast, Rectal and Testicular exam (option)
11. Vision screening
12. Referral recommendations as appropriate.

Physicals shall be done every other year and a City paid HRA done annually. Peer fitness trainers will evaluate each member annually and set up a specific individual workout plan . This evaluation will include a fitness evaluation and body composition exam. Each year members will participate in the City HRA. After receiving results of the

City HRA the employee will set up a physical exam with agency City has contracted the physical exam with on the year of their physical. The employee is responsible to coordinate the setting up of this exam with their shift commander and have the exam listed on the department calendar. Physical exams will be scheduled with in 5 months of blood test received by City HRA.

A "Bruce Stress Test" (Treadmill or Bike) will be completed on the following basis:

Age 20 – 39	Every 5 years
Age 40 – 49	Every 3 years
Age 50– 56	Every 2 years
> 56	Every year

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

Blood drawn for analysis will not be used for drug screening.

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

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

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

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

ARTICLE 25

RESIDENCY PROVISION

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

ARTICLE 26

LINEN AND LAUNDERING PROVISION

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

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

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

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

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

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

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

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

ARTICLE 27

DURATION AND NEGOTIATION TIME TABLE

Section 1. Duration. This Agreement shall be effective as of January 1, 2015 and remain in force and effect to and including December 31, 2018 and shall renew itself for additional one year periods until and unless either party before the expiration of the Agreement or in the case of annual renewal terms thereafter, before July 1 of this or any subsequent year thereof, notifies the other party in writing that it desires to alter or amend the same at the end of the contract term, except, however, that where negotiated, the terms and provisions of this existing Agreement shall be deemed to continue, but subject to retroactivity and other provisions of the new Agreement as finally negotiated and signed, but in no event shall the provisions of Article 23 be effective.

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

ARTICLE 28

OFF DUTY EMPLOYMENT

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

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____, 2015.

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 368

CITY OF MANITOWOC

By: _____
Scott Moran,
President

By: _____
Justin M. Nickels, Mayor

Attest: _____
Jason Sweney,
Secretary

Attest: _____
Jennifer Hudon,
City Clerk