

AGREEMENT

BETWEEN

CITY OF MANITOWOC

and

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

2019 - 2021

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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.

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

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

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

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

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

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

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

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

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

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

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

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

124 (c) Recruits' Work Week. Notwithstanding anything to the contrary in Section 1
125 or Section 2 of this Article, new recruits, who will not count against the regular crew of

126 11 on duty personnel until they are fully trained for firefighting duty, may be scheduled
127 for up to ten (10) consecutive weeks of five (5) day, forty (40) hour weeks during their
128 initial training period on the job. The recruits' work week will be Monday through Friday
129 from 7:00 a.m. to 4:00 p.m. (0700 to 1600 hours), with no less than one (1) hour
130 scheduled for lunch. They shall be paid at their full monthly salary rate while working
131 this schedule.

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

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

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

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

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

152 Section 4. Light Duty.

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

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

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

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

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

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ARTICLE 5 - EXTRA HOURS

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

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

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

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

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

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

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

208 Section 2. Call-In Pay.

209 (a) To call of other than normally scheduled. An employee responding to any call
210 of duty other than said employee's normally scheduled basic work period shall receive

211 overtime for such duty, except as provided in Article 10, Section 2 (d). However, if said
212 employee's time worked is less than two hours, said employee shall receive two hours
213 of overtime pay. Notwithstanding this provision, if such time worked is an extension of
214 the employee's normal work day and is not the result of participation in the pager recall
215 system, overtime will be paid for the actual time worked. Call-in pay shall not be an
216 offset to FLSA pay.

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

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

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

234 Section 4. Stand-by Duty. Employees who voluntarily agree to a request by the
235 Chief or his/her designee to serve on paid stand-by duty, remain within two (2) miles of
236 the Manitowoc City limits, and respond immediately shall receive compensation of
237 \$2.70, for each hour on such stand-by duty. Stand-by pay stops at the time the
238 employee reports for duty. Time reporting and time leaving shall be rounded to the
239 nearest 15-minute increment.

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

- 242 a) Supplement the on-duty firefighting personnel
 - 243 b) Respond immediately to a call for Fire department service.
- 244 Pay for such standby shall be as specified in the preceding paragraph.
245 This provision does not create any minimum manning obligation.
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247 **ARTICLE 6 - PROMOTIONS AND EVALUATIONS**

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

251 Section 1. Promotions.

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

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

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

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

269 (c) Seniority for Promotions. The senior qualified candidate shall be promoted.
270 For the purpose of promotions, seniority shall be based upon the date of hire with the
271 department. For candidates hired on the same date, the candidate with the highest
272 score shall be promoted.

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

276 Section 2. Related Information

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

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

282 (3) Promotional procedures will be scheduled bi-annually between April 1 and
283 June 30. At least two months prior notice shall be given for all tests. These
284 scheduled procedures will be used to establish eligibility lists which are in
285 effect for two years.

286 (4) An individual designated by the Union shall be permitted to observe the
287 administration of all tests. However, this person must be of the rank or
288 above the rank of the position being tested, and shall sign an affidavit
289 indicating that the contents of the test will not be divulged under penalty
290 of discipline.

291 (5) The Chief shall provide test scores to each individual and discuss the
292 candidate's results on the various components of the promotional process

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

295 (6) All promotions are subject to final approval by the Police and Fire
296 Commission.

297 (7) Employees promoted under the provisions of this Article shall serve a
298 probationary period of twelve months and shall be paid at the rate of pay
299 designated for the new position.

300

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

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

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311 Section 1. Grievance Procedure.

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

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

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

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

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

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

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

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

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ARTICLE 8 - LEAVES OF ABSENCE

363

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

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

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ARTICLE 9 - COMPENSATION

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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.

Classification in 2018	2018 Pay	Classification on New Schedule System	Mo. Pay Effective 1/1/2019	Mo. Pay Effective 1/1/2020	Mo. Pay Effective 1/1/2021
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

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

389 Any member that is currently paid more than the amount listed on the above
390 pay schedule will continue to receive the higher rate subsequent to ratification or
391 Arbitration Award. When the next wage step is reached by the affected member in
392 2021, the member will then receive the rate on the above pay schedule and thereafter
393 continue on the new schedule.

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

- 396 All Wisconsin-licensed EMT-basics: 1.70% Firefighter H monthly base pay
- 397 All Wisconsin-licensed EMT-IV Technician: 1.90% Firefighter H Monthly base pay
- 398 All Wisconsin- licensed EMT-Intermediates: 3.75% Firefighter H monthly base pay
- 399 All Wisconsin-licensed Paramedics: 7.0% Firefighter H monthly base pay

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

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

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

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

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

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

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

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

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

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

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

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

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

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

465
466 The steps, namely A, B, C, D and E set forth in Section 1 Compensation Schedule B
467 above shall be administered as follows:

- 468
- 469 Step A = starting salary in class;
- 470 Step B = salary after 1 year of employment;
- 471 Step C = salary after 2 years of employment;
- 472 Step D = salary after 3 years of employment;
- 473 Step E = salary after 4 years of employment;
- 474

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

477 (i) EMT and Paramedic Certification. All employees that held a State of Wisconsin
478 EMT-D license as of 1-1-98 shall maintain at least that license or equivalent for the
479 duration of their career in the fire department as a condition of employment. Any
480 employee who fails to maintain at least that license shall be given one reasonable

481 opportunity to re-certify and regain the license. Loss of license shall automatically
482 remove an employee from eligibility for assignment to the ambulance. This provision
483 shall not prohibit assignment to a cross-staffed ambulance as a driver.

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

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

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

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

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

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

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

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

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

- 517 \$10.00 per month after 6 years of employment;
- 518 An additional \$10.00 per month after 10 years of employment;
- 519 An additional \$10.00 per month after 11 years of employment;
- 520 An additional \$10.00 per month after 15 years of employment.

521 Section 6. Continuing Education.

522 (a) Educational Credit Payments. The City of Manitowoc shall reimburse all
523 employees covered by this Agreement for educational credits earned in the following
524 manner;

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

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

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

540 Credits earned in 1974 may be compensated for. Payment for credits earned in
541 1975 and thereafter shall commence with the month of completion, provided, however,
542 that no educational credit payments shall be paid retroactive for more than three
543 months prior to the time they are reported to the Fire Chief. Credits carried beyond the
544 six (6) per year may be submitted at a later date as long as it does not exceed six (6) per
545 year. The Chief will allow credits for classes taken prior to employment at the
546 Manitowoc Fire Department, provided he/she approves the classes.

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

557

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

564
565
566
567

ARTICLE 10 - VACATIONS AND HOLIDAYS

Section 1.

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

570

571	After the first year of service:	6 work days
572	After two years of service:	9 work days
573	After six years of service:	10 work days
574	After ten years of service:	12 work days
575	After fifteen years of service:	13 work days
576	After twenty years of service:	14 work days
577	After twenty-five years of service:	15 work days

578
579 Sick leave shall not be deducted for illness during the vacation period or holidays.

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

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

584

585 Section 2. Holidays.

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

591 (b) Holiday Sell-back. All employees have the option of returning to the City any or
592 all of the holidays specified above up to the approved dollar amount of \$105,000 in
593 2016, \$105,000 in 2017, and \$0 in 2018. No funds will be provided in 2018 or any year
594 thereafter.

595 Employees will be given this option allocated by seniority. The first four days will be
596 allocated by seniority amongst the membership, with the most senior member receiving
597 additional days to sell back as funds remain. As an example, if each member has been
598 given the opportunity to sell back days, and funds remain, the most senior member
599 could then choose how many additional whole days (24 hours) he/she wishes to sell. If
600 the most senior member declines additional days, the choice would move to the next
601 most senior member and so on until all remaining funds are exhausted, no overages will
602 be allowed and any unused funds will be returned to the City. The union leadership
603 must notify the Chief how many days each member will be selling, up to the allocated

604 fund amount, in writing prior to November 1 of the previous year. The employee shall
605 be compensated in the following manner:

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

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

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

615

616 New Years' Day
617 Half of Good Friday
618 Easter Sunday
619 Memorial Day
620 Fourth of July
621 Labor Day
622 Thanksgiving Day
623 Day after Thanksgiving
624 Day before Christmas
625 Christmas Day
626 Half Day before New Years.

627

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

635 Section 3. Vacation and Holiday Selection Limits.

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

644 (b) Holiday Selection. Except as provided in Article 10 Section 2(b), holiday
645 compensatory off days shall be selected on a seniority basis after all members of the
646 bargaining unit have selected their vacation time. Holidays may be selected at any time

647 during the year, but all holiday selections must be completed by December 15 of the
648 preceding year. Only employees hired prior to January 1, 2001 shall be eligible to select
649 holiday compensatory off days.

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

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

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

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

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

685 **ARTICLE 11 - PARKING**

686
687 The City shall furnish three (3) parking stalls in the block in which Station One is
688 located and four (4) parking stalls in the Tenth Street parking lot for the use of on-duty
689 Station One personnel covered by this contract.

690 **ARTICLE 12 - UNION ACTIVITY**

691
692 The Union agrees to conduct its business off the job as much as possible. The
693 Union shall be allowed to hold its meetings at any fire station with the permission of the
694 Fire Chief. This article shall not operate as to prevent a steward from the proper
695 conduct of any grievance in accordance with the procedure outlined in this Agreement
696 and shall not work to prevent certain routine business such as the posting of Union
697 notices and bulletins. Business agents or representatives of the Union having business
698 with the officers or individual members of the Union may confer with such officers or
699 members during the course of the working day for a reasonable time, provided that
700 permission is first obtained from the commanding officer, or superior officer, or
701 superior officer of that Union officer or member. Members who are chosen by the Local
702 Union to be delegates to attend Union seminars or conventions will be given time off
703 without pay but not in excess of three (3) days per year per delegate. The Union will
704 reasonably attempt to use the delegate's days off for said purpose.

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

709 **ARTICLE 13 - MILITARY LEAVE**

710
711 Personnel of the Fire Department who enter active service of the Armed Forces
712 of the United States and return, shall be entitled to their departmental seniority and the
713 rate of pay and position they would have been entitled to had their service with the Fire
714 Department not have been interrupted by service in the Armed Forces.
715

716 **ARTICLE 14 - FUNERAL LEAVE**

717
718 Section 1. Pallbearers. All employees who act as pallbearers for any deceased
719 person whose funeral takes place during regular working hours may also be granted
720 time off, with pay, with the permission of the Chief. Permission shall be granted for this
721 service unless an emergency situation exists, or if not detrimental to the job in the
722 opinion of the Chief.

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

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

730 Section 3. Death in Family. When there is a death in the family of an employee
731 ("family" being defined as employee's brother, sister, step-brother, step-sister, brother-

732 in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, but
733 excluding the spouse of the brother or sister of the employee's spouse), a maximum of
734 one (1) twenty-four (24) hour) duty period of leave with pay will be granted to such
735 employee, if needed to attend the funeral of such relative.

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

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

741

742 **ARTICLE 15 - SICK LEAVE**

743

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

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

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

769 City may verify sick leave.

770 Section 3. Sick Leave Credits. Credits beyond the maximum accumulated ninety
771 (90) days on the anniversary date of employment will be paid each employee each year
772 on the basis of one-half (½) the value of excess credits when the employee's total first
773 exceeds ninety (90) days. Thereafter, employees shall be paid as follows: On the
774 anniversary date of employment, each employee shall be paid one-half (1/2) of the sick

775 leave credits over ninety (90) but not more than five (5). The number of sick days the
776 employee had taken between the last anniversary date and the present anniversary
777 date shall be deducted from the 10 credits earned for the year, and the remaining days
778 shall be added to the employee's total. The difference between the last anniversary
779 date total and the present anniversary date total shall be used in computing the amount
780 of sick days the employee shall be paid for. One-half (1/2) of the difference shall be paid
781 for and the other one-half (1/2) shall be added to the employee's total. This process
782 shall continue until the employee has accumulated one hundred (100) days. Once the
783 employee accumulates one hundred (100) days, the same process for payment shall
784 continue except that the employee shall not receive any unpaid sick leave credit over
785 (100) days.

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

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

803 All sick leave credits are to be computed by dividing the annual wage or salary by
804 two hundred three and thirty-three hundredths (203.33) days in order to arrive at the
805 daily wage or salary rate.
806

807 **ARTICLE 16 - DUTY-INCURRED DISABILITY PAY**

808

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

812 Section 2. Death or Disability Benefit. In the event of the duty-incurred total
813 disability or death of an employee, the employee or, in the case of the employee's
814 death, then the employee's estate, shall be paid in one lump sum, one (1) year's regular
815 pay at the rate in effect at the death or the commencement of the disability, in addition
816 to the sick leave, worker's compensation, state life insurance, or any other benefits to
817 which said employee or his or her estate is entitled, by virtue of this Agreement or

818 employment. A "total disability" shall be a disability as defined in Section 40.63(1)(b)
819 and (11), Wis. Stat. (1981-1982). An order awarding Section 40.65, Wis. Stats., special
820 disability or death benefits to an employee or his spouse, whether based on the
821 operation of Section 891.45, Wis. Stats., or on other evidence, shall be conclusive
822 evidence that a disability or death is "duty-incurred." For purposes of this section, the
823 term "regular pay" shall be defined to consist of base salary plus longevity, educational
824 credit payments, any EMS differential payments, hazardous duty pay, and 72 hours of
825 vacation pay at the "hourly wage."
826

827 **ARTICLE 17 - INSURANCE AND PENSION**

828 829 Section 1. Health Insurance.

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

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

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

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

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

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

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

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

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

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

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

874 Section 6. Flexible Benefits Plan. Effective January 1, 1993 the City shall
875 institute a flexible benefits plan for members of the bargaining unit as permitted by
876 §125 of the Internal Revenue Code. All employees shall automatically be deemed to
877 participate in the plan to the extent of any employee contribution to health insurance or
878 dental insurance. There shall be no administrative expense to the employee for
879 employees who elect only to qualify their contribution to health and dental insurance
880 premiums or those employees who elect to set aside an additional \$300 or more for
881 eligible §125 expenses in any calendar year. Employees who elect to set aside amounts
882 in addition to their contribution to health and dental insurance premiums in an amount
883 of less than \$300 in any calendar year shall be required to pay 50% of the administrative
884 cost to the City of the employee's participation in such plan.

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

889

890 **ARTICLE 18 - SAFETY**

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

901 Air mask face piece spectacles may also be purchased under the provisions of
902 this section. The City will contribute an amount equal to the amount the City normally
903 contributes for an average pair of basic safety glasses. The employee's direct

904 contribution will not exceed \$5.00. The remaining cost may be charged by the
905 employee against the clothing allowance.

906

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

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ARTICLE 19 - JURY DUTY

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

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ARTICLE 20 - SAVING CLAUSE

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

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

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ARTICLE 21 - AMENDMENT PROVISION

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

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ARTICLE 22 - MAINTENANCE OF EMPLOYMENT CONDITIONS

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

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ARTICLE 23 - STRIKES AND LOCKOUTS

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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.

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ARTICLE 24 - HEALTH PROGRAM

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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.

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.

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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

987 hazmat team physicals shall be as required by CFR 1910.120. In no case will the interval
988 between physicals exceed three calendar years.

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

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

997 The program shall consist of ninety (90) minutes per day preferably between
998 0800 and 1000 hours for physical fitness activity, which includes a clean up period.

999 The City shall support and maintain the program to the extent fiscally possible,
1000 including the cost of health risk assessment (HRA), medical examinations, physical
1001 fitness assessments, fitness equipment, fitness equipment upgrades and fitness
1002 equipment maintenance. The City shall review its ability to maintain the program on an
1003 annual basis.

1004 This program will entail stretching, weight lifting, and cardiovascular workout as
1005 coordinated to each individuals needs as determined by a peer fitness trainer.

1006 Physicals shall be done every other year and a City paid HRA done annually. Peer
1007 fitness trainers will evaluate each member annually and set up a specific individual
1008 workout plan . This evaluation will include a fitness evaluation and body composition
1009 exam. Each year members will participate in the City HRA. After receiving results of the
1010 City HRA the employee will set up a physical exam with agency City has contracted the
1011 physical exam with on the year of their physical. The employee is responsible to
1012 coordinate the setting up of this exam with their shift commander and have the exam
1013 listed on the department calendar. Physical exams will be scheduled with in 5 months
1014 of blood test received by City HRA.

1015 Local 368 members shall be entitled to complete confidentiality with respect to
1016 any and all medical examinations and physical assessments conducted pursuant to this
1017 agreement. The City will not require Local 368 members to waive patient/physician
1018 confidentiality with respect to the results of any portion of the medical examination,
1019 their medical records or physical fitness assessment, except if evaluations are needed to
1020 determine fitness for duty and workers compensation purposes.

1021 There will be a Wellness Program Committee established. The
1022 Committee shall be comprised of one peer fitness trainer, 2 members of Local 368 and
1023 one member from management. This Committee will meet annually during the month
1024 of May. Neither the Committee nor its members have the authority to make decisions
1025 binding Local 368 or the City.

1026 Unless and until the Employer and Local 368 agree upon uniform exercise attire,
1027 employees shall wear appropriate and respectable exercise attire while exercising.
1028 Employees shall be permitted to wear their uniforms or turnout gear over exercise attire
1029 if they are responding to a call. Approved (by the Chief) workout attire may be
1030 purchased through the employee's clothing allowance.

1031 If disputes occur, the current bargaining agreement will supersede and govern
1032 said disputes.

1033 The Fire Department physician will furnish the City with a "fit for duty" report
1034 based upon medical evaluation and/or stress test on each person evaluated. No
1035 employee shall be disciplined based upon their level of fitness or medical findings.
1036

1037 **ARTICLE 25 - RESIDENCY PROVISION**

1038
1039 All employees hired after January 1, 2001 shall establish their primary residence
1040 within twenty-five (25) miles of the City of Manitowoc limits within one year of
1041 employment.
1042

1043 **ARTICLE 26 - LINEN AND LAUNDERING PROVISION**

1044
1045 Manitowoc Fire Department agrees to supply two fitted bed sheets, two flat
1046 sheets, two pillow cases, and two bath towels to each member of Local 368 for use
1047 while on duty.

1048 Local 368 agrees that its members shall wash and dry the above-mentioned bed
1049 linen and towels as needed while off-duty.

1050 Manitowoc Fire Department agrees to replace above-mentioned bed linen and
1051 towels when they have become worn out.

1052 Local 368 agrees that its members shall replace any above-mentioned items lost
1053 or damaged by any of its members, ordinary wear and tear excepted. Manitowoc Fire
1054 Department agrees that Local 368 members may use available individual clothing
1055 allowance funds to replace lost or damaged items, with the limit being four sheets
1056 (fitted or flat,) two towels, and two pillow cases per calendar year.

1057 Local 368 members agree to wash and dry one load of kitchen towels and wash
1058 cloths per week if the Department chooses to install a washer and dryer.

1059 Manitowoc Fire Department agrees that on-duty Local 368 members shall not be
1060 required to wash and dry bed linen or towels other than kitchen towels, kitchen wash
1061 cloths, and assorted drying rags used in the course of drying vehicles. Specifically, no
1062 ambulance linen shall be washed by Local 368 members.

1063 If a Local 368 member wishes to wash the bed linen and towels issued to
1064 him/her at the fire station which he/she is assigned to, and a washer and dryer is
1065 present at that station, he/she shall be allowed to do so. Likewise, if clothing of on-duty
1066 personnel becomes wet due to weather or other factors, it shall be permissible for such
1067 clothing to be washed and/or dried to make it suitable for use. However, such washing
1068 and drying of bed linen, towels, and other clothing of on-duty personnel shall not
1069 interfere with other duties at any time. Use of the washer and dryer is only for these
1070 specified purposes.

1071 City of Manitowoc Fire Department recognizes the willingness of Local 368
1072 members to wash their own linen and significantly decrease contractual services costs

1073 as a positive effort to cope with budget shortfalls and help maintain the ability of the
1074 Manitowoc Fire Department to maintain emergency response services at the level
1075 currently provided to the community.
1076

1077 **ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE**

1078
1079 Section 1. Duration. This Agreement shall be effective as of January 1, 2019 and
1080 remain in force and effect to and including December 31, 2021 and shall renew itself for
1081 additional one year periods until and unless either party before the expiration of the
1082 Agreement or in the case of annual renewal terms thereafter, before July 1 of this or
1083 any subsequent year thereof, notifies the other party in writing that it desires to alter or
1084 amend the same at the end of the contract term, except, however, that where
1085 negotiated, the terms and provisions of this existing Agreement shall be deemed to
1086 continue, but subject to retroactivity and other provisions of the new Agreement as
1087 finally negotiated and signed, but in no event shall the provisions of Article 23 be
1088 effective.
1089

1090 Section 2. Negotiations. The parties recognize their duty to bargain in good
1091 faith and therefore negotiations may begin at any time, preferably prior to August 15,
1092 and the parties shall attempt to complete negotiations by the last Tuesday of October.
1093

1094 **ARTICLE 28 - OFF-DUTY EMPLOYMENT**


1095
1096 Members of Local 368 will be prohibited from performing firefighting or
1097 emergency medical services for any municipalities within the county or any rival
1098 organization operating a paid, partially paid, paid on-call or volunteer department in
1099 competition of another local unionized fire department.

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

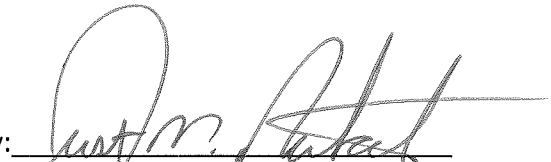
Contract implemented based on February 12, 2021 award of Arbitrator Andrew Roberts, Wisconsin Employment Relations Commission.

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

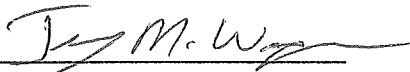
CITY OF MANITOWOC

By: 

Kerry Peck, President

By: 

Justin M. Nickels, Mayor

Attest: 

Jeremy Wagner, Secretary

Attest: 

Mackenzie Reed-Kadow, City Clerk