

AGREEMENT

BETWEEN

CITY OF MANITOWOC

and

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

2025-2027

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1 **AGREEMENT**

2
3 This Agreement, made and entered into at Manitowoc, Wisconsin, according to
4 the provisions of Section 111.70, Wis. Stats., by and between the City of Manitowoc as
5 municipal employer, hereinafter called the "City" and Local 368 of the International
6 Association of Fire Fighters, AFL-CIO, hereinafter called the "Union".

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

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

15 **ARTICLE 1 – RECOGNITION**

16
17 The City agrees to recognize representatives of the International Association of
18 Fire Fighters, Local 368, as the bargaining agents and representatives in conferences and
19 negotiations in the matter of wages, hours of work and working conditions for all
20 employee members and the parties agree to negotiate in good faith. The City and the
21 Union will inform each other by official letter, signed by the Mayor for the City and the
22 Local President of the Union as to whom has the power to negotiate.

23
24 **ARTICLE 2 - UNION SECURITY**

25
26 Section 1. Representation. The Union, as the exclusive representative of all of
27 the employees in the bargaining unit, will represent all such employees, union and non-
28 union, fairly and equally, and all employees in the unit will be required to pay, as
29 provided in this Article, their proportionate share of the costs of representation by the
30 union. No employee shall be required to join the union, but membership in the union
31 shall be made available to all employees who apply consistent with the Union
32 constitution and by-laws. No employee shall be denied union membership because of
33 race, creed, color, national origin, sex, sexual orientation, or gender identity.

34
35 Section 2. Dues Check Off. The City agrees that effective upon date of this
36 Agreement, it will deduct from the monthly earnings of all employees in the collective
37 bargaining unit the amount of monthly dues certified by the Union, as the current dues
38 required of all members, and pay said amount to the treasurer of the union on or before
39 the end of the month following the month in which such deduction was made.

40 Changes in the amount of dues to be deducted shall be certified by the Union 15
41 days before the effective date of the change. The City will provide the Union with a list
42 of employees from whom such deductions are made with each monthly remittance to
43 the Union.
44

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

47
48 **ARTICLE 3 - MANAGEMENT RIGHTS**
49

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

55
56 **ARTICLE 4 - HOURS OF WORK**
57

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

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

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

- 67 ▪ 1st time in calendar year: Verbal warning
- 68 ▪ 2nd time in calendar year: Written warning with reference to
- 69 penalty for subsequent incidents.
- 70 ▪ 3rd time in calendar year: 2-hour penalty (sent home with a 2-
- 71 hour loss in pay)
- 72 ▪ 4th time in calendar year: 4-hour penalty (sent home with a 4-
- 73 hour loss in pay)
- 74 ▪ 5th time in calendar year: Referral to Police & Fire Commission

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

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

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

86 A continuous lunch period of 60 minutes as near as possible to the period
87 between 1130 and 1230 hours will be provided. Meal preparation time for lunch will not
88 interfere with regular duties. This lunch period shall be followed by a 30-minute

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

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

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

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

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

107 Public education or public relations that can only be accomplished outside the
108 period from 0700 to 1630 hours Monday through Saturday would be rare. Such
109 activities that can only be accomplished outside of this time period would result in equal
110 standby time being moved to an earlier period of the day in lieu of members receiving
111 premium pay. Such standby time shall be prescheduled during standard work day hours
112 the day of the scheduled coverage. Scheduled coverages that occur on Holidays, as
113 outlined in Article 10, Section 2(b), or Sundays, shall be scheduled with affected
114 personnel on the scheduled duty-day prior. Any duties (regardless of whether the
115 duties are regular, routine duties) performed outside of a scheduled work day that do
116 not have the prescheduled standby time shall be compensated with premium pay.
117 Further, no standby time shall be scheduled after the coverage duties occur to ensure
118 premium pay is paid. Training that can only be accomplished outside the period from
119 0700 to 1630 hours Monday through Saturday would also be rare.

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

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

124 (a) Normal Work Week and Work Period. The normal work week shall consist of
125 56 hours of duty and shall be on the following schedule: Each twenty-four (24) hour
126 period of duty shall be followed by a twenty-four (24) hour period of rest, except that
127 after the third twenty-four (24) hour period of rest, there shall be three (3) additional
128 consecutive twenty-four (24) hour periods of rest.

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

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

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

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

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

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

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

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

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

164
165 Section 4. Light Duty.

166 Light duty assignments shall include duties consistent with those normally
167 performed by firefighters or to perform other duties of other City employees when the
168 Fire Chief determines performance of such duties is advantageous to the City.
169 Attendance in training sessions shall not be preempted by other assigned duties. If
170 assigned light duty, the employee will be assigned to an 8-hour day, 40-hour work week.
171 Light-duty assignments will be assigned by the Fire Chief. 40-hour light-duty firefighters
172 will be allowed to be off during their scheduled vacation and holiday periods and for
173 previously-scheduled trades.

174 This provision applies for duty-related illness, injury, and matters related to
175 pregnancy to comply with the Pregnant Workers Fairness Act.

176 The employee shall furnish the Chief with a physician's statement specifying the
177 employee's work restrictions. Temporary assignments hereunder shall be consistent
178 with any work restrictions placed on the employee by the physician.

179 180 **ARTICLE 5 - EXTRA HOURS**

181
182 Section 1. Overtime. The "hourly wage" shall be obtained by dividing the annual
183 base salary by two thousand, nine hundred and twelve (2,912) hours.

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

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

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

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

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

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

207 208 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:

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

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

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

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

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

Pay for such standby shall be as specified in the preceding paragraph. This provision does not create any minimum manning obligation.

ARTICLE 6 - PROMOTIONS AND EVALUATIONS

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

Section 1. Promotions.

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

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

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

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

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

(d) Notification of Scores. Candidates shall be notified of their scores in writing no later than forty-five (45) business days.

Section 2. Related Information

- (1) Tests will be based upon Manitowoc Fire Department SOPS, operations, and training.
- (2) Promotional procedures will be scheduled bi-annually between April 1 and June 30. At least two months prior notice shall be given for all tests. These scheduled procedures will be used to establish eligibility lists which are in effect for two years.
- (3) An individual designated by the Union shall be permitted to observe the administration of all tests. However, this person must be of the rank or above the rank of the position being tested, and shall sign an affidavit indicating that the contents of the test will not be divulged under penalty of discipline.
- (4) The Chief shall provide test scores to each individual and discuss the candidate's results on the various components of the promotional process with any individual that requests such review. No additional follow-up will be provided to the candidates.
- (5) All promotions are subject to final approval by the Police and Fire Commission.
- (6) Employees promoted under the provisions of this Article shall serve a probationary period of twelve months and shall be paid at the rate of pay designated for the new position.

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

the City of any rights it had before the original provision regarding evaluations was added to the labor agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Grievance Procedure.

(a) Crucial to the cooperative spirit between the Union and City is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. Should an employee feel that the employee's rights and privileges have been violated, the employee shall consult with the Grievance Committee. The aggrieved employee and the Grievance Committee shall within ten (10) business days of the date the grievance occurred, meet with the Fire Chief in order to attempt to resolve the matter. Within five business days thereafter, the Fire Chief shall submit his answer in writing to the Grievance Committee and the aggrieved employee. If a resolution is reached, the resolution will be placed in writing and posted.

(b) If no resolution is reached and posted within five (5) business 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 five (5) business days 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 five (5) business days 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 five (5) business days 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) business days after the Committee's decision, the Union may demand arbitration upon five (5) business days' notice in writing to the Director of Human Resources. If the two parties cannot mutually agree upon an arbitrator within ten (10) business days, after the Director of Human Resources receives the notice the parties shall request a panel of staff arbitrators and commissioners from the Wisconsin Employment Relations Commission to strike from.

The arbitrator shall not have the authority to change any of the terms or provisions of this Agreement. The expense of the arbitration 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.

Lieutenant Grissom will continue to be paid at the Captain rate as set forth by the Collective Bargaining Agreement during the remainder of his employment with the City of Manitowoc and shall receive increases to his base rate in a manner consistent with increases received by other members. The parties will address Lieutenant Grissom's compensation rate if he no longer serves as Lieutenant. Lieutenant Grissom shall be the only employee eligible to receive the Captain-level pay rate after February 29, 2024.

Effective end of day on February 29, 2024, no employee shall receive or be eligible to receive acting Captain pay. No employee shall receive acting Captain pay for backfilling any vacancy of Lieutenant Grissom after February 29, 2024.

Classification	Mo. Pay effective first full pay period after 01/01/2025	Mo. Pay effective first full pay period after 01/01/2026	Mo. Pay effective first full pay period after 01/01/2027
	4.00%	4.00%	5.00%
Captain	\$7,437	\$7,734	\$8,121
Lieutenant	\$7,353	\$7,647	\$8,029
Motor Pump Operator	\$6,808	\$7,080	\$7,434
Firefighter H	\$6,674	\$6,941	\$7,288
Firefighter G	\$6,345	\$6,599	\$6,929
Firefighter F	\$6,016	\$6,257	\$6,570
Firefighter E	\$5,687	\$5,914	\$6,210
Firefighter D	\$5,358	\$5,572	\$5,851
Firefighter C	\$5,028	\$5,229	\$5,490
Firefighter B	\$4,700	\$4,888	\$5,132
Firefighter A	\$4,571	\$4,754	\$4,992

394

395 (b) EMS Certification Pay. Effective as of January 3, 2022, the monthly Paramedic
396 and EMT pay shall be as follows:¹

397

- 398 • All Wisconsin-licensed Paramedics: 7.0% Firefighter H monthly base pay.

399

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 or
402 Lieutenant, such employee shall receive the pay for the higher classification if so assigned
403 for one continuous tour of duty of eight (8) hours or more. Acting pay will be based on
404 the number of hours worked. No acting pay will be applied for a two-person ambulance.

405 In order to receive acting pay for the rank of Lieutenant, the employee must have
406 participated in and passed the most recent promotional procedure for Lieutenant, as
407 outlined in Article 6, Section 1 (a) and must possess the pumper and aerial state
408 certifications. In absence of a qualified acting Lieutenant the most qualified MPO will
409 assume the role of acting Lieutenant. In order to receive acting pay for the MPO
410 position, the employee must possess the pumper and aerial state certifications.

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

413

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

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 without
419 receiving acting pay.

420
421 Section 2. Administrative Rules. The foregoing pay ranges shall be interpreted
422 and applied as follows:

423
424 (a) Initial Employment and Probationary Period. The lowest or minimum rate in the
425 range shall be the entrance rate payable to any person on first appointment to a
426 position. All newly hired employees shall be considered probationary for the first 12
427 months of their employment with the employer except for fringe benefits which shall be
428 a six-month period where applicable. Continued service beyond 12 months shall be
429 evidence of satisfactory completion of probation.

430
431 (b) Reinstated Employees. An employee shall be paid at a pay rate within the
432 approved pay range for the position in which he/she is reinstated, but not at a rate in
433 excess of the employee's pay at the time of resignation or leave of absence, generally at
434 former pay modified by any general adjustment in the pay level of City Employees.

435
436 (c) Promotions. When an employee is promoted to a position in a higher class, the
437 employee's pay shall be increased to the minimum rate for the higher class. If his/her
438 present rate is equal to or exceeds this minimum, the employee's pay shall be increased
439 to the next higher step in the new class, regardless of time since last increase.

440
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 new
443 position. If an employee is transferred to a position in a class having a higher pay range
444 than the class from which the employee was transferred, such change shall be deemed a
445 promotion and the provisions governing promotions shall apply. If an employee is
446 transferred to a position in a class having a lower pay range than the class from which
447 he/she was transferred, such change shall be deemed a demotion and the provisions
448 governing demotions shall apply.

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

454
455 (f) Change in Classification. Any change in a position classification as allocated
456 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 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;
Step F = salary after 5 years of employment;
Step G = salary after 6 years of employment;
Step H = salary after 7 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-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 an EMT-I or paramedic as a condition of employment. Any employee who fails to maintain the qualifications under this subsection as an EMT-I 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.

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 Administrative Code as may be amended.

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

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

\$10.00 per month after 6 years of employment;

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

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

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

Section 6. Continuing Education.

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

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

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

ARTICLE 10 - VACATIONS AND HOLIDAYS

Section 1. Vacation.

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

After the first year of service: 6 work days

After two years of service: 9 work days

After six years of service: 10 work days

After ten years of service: 12 work days

After fifteen years of service: 13 work days

After twenty years of service: 14 work days

After twenty-five years of service: 15 work days

Sick leave shall not be deducted for illness during the vacation period or holidays.
(b) Sickness or Leave of Absence. Sickness or other authorized leaves of absence shall not be considered an interruption of continuous service.

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

Section 2. Holidays.²

(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 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 Year's

(c) 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 (b), 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(b), 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

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

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. 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.

(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. For employees hired on the same day, seniority will be based on eligibility list order. The seniority order shall be final and unalterable. 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 ensure 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 Assistant 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 Assistant 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.

629 **ARTICLE 11 - PARKING**

630
631 The City shall furnish three (3) parking stalls in the block in which Station One is
632 located and four (4) parking stalls in the Tenth Street parking lot for the use of on-duty
633 Station One personnel covered by this contract.

634
635 **ARTICLE 12 - UNION ACTIVITY**

636
637 The Union agrees to conduct its business off the job as much as possible. The
638 Union shall be allowed to hold its meetings at any fire station with the permission of the
639 Fire Chief. This article shall not operate as to prevent a steward from the proper
640 conduct of any grievance in accordance with the procedure outlined in this Agreement
641 and shall not work to prevent certain routine business such as the posting of Union
642 notices and bulletins. Business agents or representatives of the Union having business
643 with the officers or individual members of the Union may confer with such officers or
644 members during the course of the working day for a reasonable time, provided that
645 permission is first obtained from the commanding officer, or superior officer, or
646 superior officer of that Union officer or member. Members who are chosen by the Local
647 Union to be delegates to attend Union seminars or conventions will be given time off
648 without pay but not in excess of three (3) days per year per delegate. The Union will
649 reasonably attempt to use the delegate's days off for said purpose.

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

654
655 **ARTICLE 13 - MILITARY LEAVE**

656
657 Personnel of the Fire Department who enter active service of the Armed Forces
658 of the United States and return, shall be entitled to their departmental seniority and the
659 rate of pay and position they would have been entitled to had their service with the Fire
660 Department not have been interrupted by service in the Armed Forces.

661
662 **ARTICLE 14 - FUNERAL LEAVE**

663
664 Section 1. Pallbearers. All employees who act as pallbearers for any deceased
665 person whose funeral takes place during regular working hours may also be granted
666 time off, with pay, with the permission of the Chief. Permission shall be granted for this
667 service unless an emergency situation exists, or if not detrimental to the job in the
668 opinion of the Chief.

669
670 Section 2. Death in Immediate Family. When there is a death in the immediate
671 family of an employee ("immediate family" being defined as that of an employee's
672 parent, legal guardian, spouse, step-parent, sibling or step-sibling, sibling-in-law, father-

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

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

Section 3. Limitation on Funeral Leave. Funeral leave may not be substituted for previously scheduled paid leave days

ARTICLE 15 - SICK LEAVE

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

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

In order to be granted sick leave with pay, an employee must (a) report promptly to his/her department head or his/her designee the reason for the absence; (b) Except for the first call-in in a calendar year; submit to a physician's examination provided by the City if sick leave extends beyond eight hours; (c) keep the department head or his/her designee informed of the employee's condition if the absence is of more than three (3) working days duration; (d) provide notice of status at least 12 hours prior to the beginning of the next regularly-scheduled work period; (e) provide a personal physician's statement that the employee is unable to work if the absence is for more than one work day. Provision (e) would be unnecessary if the examination provided by the City verified the need to be off for more than one work day. In the event provision (b) is invoked, the Chief shall provide a letter of explanation, including reasons for invoking this provision, to the union president within seven (7) days.

City may verify sick leave.

716 Section 3. Sick Leave Credits. Credits beyond the maximum accumulated ninety
717 (90) days on the anniversary date of employment will be paid to each employee each
718 year on the basis of one-half (½) the value of excess credits when the employee's total
719 first exceeds ninety (90) days. Thereafter, employees shall be paid as follows: On the
720 anniversary date of employment, each employee shall be paid one-half (1/2) of the sick
721 leave credits over ninety (90) but not more than five (5). The number of sick days the
722 employee had taken between the last anniversary date and the present anniversary
723 date shall be deducted from the 10 credits earned for the year, and the remaining days
724 shall be added to the employee's total. The difference between the last anniversary
725 date total and the present anniversary date total shall be used in computing the amount
726 of sick days the employee shall be paid for. One-half (1/2) of the difference shall be paid
727 for and the other one-half (1/2) shall be added to the employee's total. This process
728 shall continue until the employee has accumulated one hundred (100) days. Once the
729 employee accumulates one hundred (100) days, the same process for payment shall
730 continue except that the employee shall not receive any unpaid sick leave credit over
731 (100) days.

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

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

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

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

753
754 Section 1. Worker's Compensation. Employees subject to this Agreement shall
755 be entitled to Worker's Compensation pursuant to the provisions of the Wisconsin
756 Statutes and laws-of the State of Wisconsin.
757
758

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

ARTICLE 17 - INSURANCE AND PENSION

Section 1. Health Insurance.

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

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

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

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

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

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

(a) Retirees. Any participating employee of the Group Hospital, Surgical, Major Medical may elect to continue to be covered as part of the Group under the rules of the plan until reaching the age of 65. This benefit is designed to provide coverage for

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

employees forced to retire under disability provisions of Chapter 62.13 and the Wisconsin Retirement Fund.

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

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

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

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

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

ARTICLE 18 - SAFETY

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

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

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.

889
890 Section 2. Union Responsibility. It is further agreed that in all cases of
891 unauthorized activity (i.e. strikes, work stoppages or slowdowns) the Union shall not be
892 liable for damages resulting from such unauthorized acts of its members and shall
893 undertake every reasonable means to induce employees to return to work.

894 895 **ARTICLE 24 - HEALTH PROGRAM**

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

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

911
912 Section 2. Fitness. The fitness program shall consist of ninety (90) minutes per
913 day, preferably between 0800 and 1000 hours, for physical fitness activity and a clean-
914 up period. Employees shall wear appropriate and respectable exercise attire while
915 exercising. Employees shall be permitted to wear their uniforms or turnout gear over
916 exercise attire if they are responding to a call. Approved (by the Chief) workout attire
917 may be purchased through the employee's clothing allowance. The City will support the
918 program as fiscally possible.

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

929
930 Section 4. Payment Responsibility. The cost of all initial required assessments,
931 tests, and exams shall be at the expense of the city. Confirmatory tests are the initial
932 responsibility of the affected employee. If the confirmatory test concludes that the

933 initial suspected diagnosis which prevented the employee from returning to work was
934 not correct, the City would agree to pay any out-of-pocket costs incurred by the
935 employee which were not covered by the employee's health insurance.

936 937 **ARTICLE 25 - RESIDENCY PROVISION**

938
939 All employees hired after January 1, 2001 shall establish their primary residence
940 within fifty (50) miles of the City of Manitowoc limits within one year of employment.

941 942 **ARTICLE 26 - LINEN AND LAUNDERING PROVISION**

943
944 Section 1. Linen. Manitowoc Fire Department agrees to supply each member of
945 L368 with two fitted bed sheets, two flat sheets, two pillow cases, and two bath towels.
946 The City agrees to replace above mentioned bed linen and towels when they have
947 become worn out. L368 agrees that its members shall replace any above-mentioned
948 items lost or damaged by any of its members- ordinary wear and tear excepted.
949 Individual clothing allowance funds can be used to replace any lost or damaged sheets
950 with a limit of four sheets (fitted or flat), two towels, and two pillow cases per calendar
951 year.

952
953 Section 2. Laundering. The city agrees to provide L368 members with a minimum
954 of one functioning washer and one functioning dryer at each firehouse. L368 members
955 agree to wash and dry kitchen cloths, vehicle drying rags, and department issued clothes
956 and linens. Any laundering duties shall not interfere with other duties assigned at the
957 time. No ambulance linens shall be washed by Local 368 members.

958 959 **ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE**

960
961 Section 1. Duration. This Agreement shall be effective as of January 1, 2025
962 and remain in force and effect to and including December 31, 2027 and shall renew
963 itself for additional one year periods until and unless either party before the expiration
964 of the Agreement or in the case of annual renewal terms thereafter, before July 1 of this
965 or any subsequent year thereof, notifies the other party in writing that it desires to alter
966 or amend the same at the end of the contract term, except, however, that where
967 negotiated, the terms and provisions of this existing Agreement shall be deemed to
968 continue, but subject to retroactivity and other provisions of the new Agreement as
969 finally negotiated and signed, but in no event shall the provisions of Article 23 be
970 effective.

971
972 Section 2. Negotiations. The parties recognize their duty to bargain in good
973 faith and therefore negotiations may begin at any time, preferably prior to August 15,
974 and the parties shall attempt to complete negotiations by the last Tuesday of October.

ARTICLE 28 - OFF-DUTY EMPLOYMENT

976

977

978

979


980

981

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.

982 In witness whereof, the parties hereto have executed this Agreement on this 24 day
983 of October, 2024.

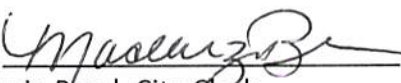
**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 368**

By: 
Benjamin Molnar, President

Attest: 
Kevin Fabian, Vice President

CITY OF MANITOWOC

By: 
Justin M. Nickels, Mayor

Attest: 
Mackenzie Reed, City Clerk

APPENDIX A – GLOSSARY

Definitions

Annual base salary (Article 5, Article 15): Base salary (monthly pay as detailed in Article 9, Section 1(a)) multiplied by 12 months

Base salary (Article 9, Article 17): monthly pay as detailed in Article 9, Section 1(a)

Double-Time: Straight time x 2

Half-Time Premium (Article 4): Half of hourly pay

Hourly Pay (Article 15)/Hourly Wage: annual base salary/2912

Regular Pay (Article 16): Base salary + longevity + educational credits + EMS differential payments + 72 hours of vacation pay at hourly wage

Straight Time (Article 5): the sum of EMS pay, educational credit pay, longevity, and annual base salary and dividing that sum-by two thousand, nine hundred and twelve (2,912) hours