

SIDE LETTER OF AGREEMENT

BETWEEN

THE CITY OF MANITOWOC

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 368, AFL-CIO

THIS SIDE LETTER OF AGREEMENT (hereinafter "Side Letter" or "Agreement") is entered into by and between the City of Manitowoc ("City") and IAFF, Local 368, AFL-CIO ("Union") (collectively "the Parties").

WHEREAS, the City and the Union agree it is in both parties' interests to temporarily modify the collective bargaining agreement for purposes of exploring the efficacy and viability of a 48/96 work schedule in 2026 and beyond through a Pilot Program on a trial period, which may be extended for additional trial periods through this Side Letter.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree to follow this Side Letter in lieu of specific provisions of the collective bargaining agreement that are contrary to this Side Letter, effective January 1, 2026 until this trial Period is terminated or expires, as follows:

1. Effective on or around January 1, 2026 or within one work rotation period thereafter, the Parties agree to implement a Pilot Program (alternatively hereafter "Program") modifying employees' work schedules as understood and agreed herein.
2. During this Pilot Program, the Parties agree to temporarily follow the following language instead of the language in Article 4, Section 2 of the Parties' Collective Bargaining Agreement ("CBA") as follows: Employees' (including Recruits') Normal Work Week and Work Period shall be a "48/96" work schedule. Under the 48/96 work schedule, employees will be scheduled to work two consecutive twenty- four (24) hour shifts followed by four (4) consecutive days off before repeating another pattern of two (2) days on, four (4) days off. One shift is considered to be 24 hours.
3. During this Pilot Program, the Parties agree to temporarily follow the following language instead of the language in Article 4, Section 1(c) of the CBA as follows: In the event regular, routine duties, training or standard work assignments scheduled to take place on a Saturday are not completed, such duties, training or assignments may occur on the following Sunday. In the event a crew works a Sunday/Monday hitch, the lieutenant will have the discretion to permit tasks scheduled for completion that Monday to be completed on Sunday.
4. During this Pilot Program, the Parties agree to temporarily follow the following language instead of the language in Article 4, Section 1(c) of the CBA as follows: The City shall not be obligated to provide employees with a lunch period between 1130 and 1230 but shall nonetheless provide employees with a continuous lunch period of 60 minutes. This lunch period shall be followed by a 30-minute cleanup and/or break period unless there are calls

for response. Meal preparation time for lunch will not interfere with regular duties. In the event of calls for response, a 60-minute lunch period will be granted as soon as possible after the call.

5. During this Pilot Program, the Parties agree to temporarily follow the following language instead of the language in Article 10, Section 3 (a) of the CBA as follows (changes underlined): 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 two consecutive working days during the months of June, July and August. If the first or the second day of the two 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 will start on or around October 1 and be completed by December 15 of the preceding year. Employees scheduled to work both December 24 and December 25 and who request vacation for either date shall take vacation on both dates.
6. During this Pilot Program, the Parties agree to temporarily follow the following language instead of the language in the following paragraph within Article 4, Section 1(c) of the CBA as follows (changes underlined): Public education or public relations that can only be accomplished outside the period from 0700 to 1630 hours Monday through Saturday would be rare. Such activities that can only be accomplished outside of this time period would result in equal standby time being moved to an earlier period of the day in lieu of members receiving premium pay. Such standby time shall be prescheduled during standard work day hours the day of the scheduled coverage. For employees working a hitch, if, despite exhausting all reasonable and good faith efforts to do so, equal standby time cannot be moved to an earlier part of the same day as the employee's public education/public relations work, such equal standby time may be moved to the following day within the hitch. Scheduled coverages that occur on Holidays, as outlined in Article 10, Section 2(b), or Sundays, shall be scheduled with affected personnel on the scheduled duty-day prior. Except as provided herein, any duties (regardless of whether the duties are regular, routine duties) performed outside of a scheduled work day that do not have the prescheduled standby time shall be compensated with premium pay. Further, no standby time shall be scheduled after the coverage duties occur to ensure premium pay is paid. Training that can only be accomplished outside the period from 0700 to 1630 hours Monday through Saturday would also be rare.
7. During this Pilot Program, the Parties understand and agree that regardless of overtime hours or trades, no employee shall work more than 72 consecutive hours except if an emergency is in progress at the time the employee completes 72 consecutive work hours.
8. During this Pilot Program, the Parties agree to temporarily follow the October 7, 2025 Operations Memorandum for 48/96 Work Schedule in lieu of specific provisions of the collective bargaining agreement and any other side letters.
9. The Parties agree to meet in person in March 2026, June 2026, and September 2026 to discuss this Pilot Program, including whether either party wishes to continue the Program and/or future changes either party desires for the Program.

10. Both parties reserve the unilateral right to terminate this Side Letter by providing written notice to the other. If terminated, then on the following work period, or as soon as practical thereafter, the parties shall no longer follow this side letter and revert to the status quo work schedule. Unless earlier terminated by either party, this Side Letter shall expire on December 31, 2026 unless extended by the parties, in writing. When this side letter expires, the parties shall revert to the language of the CBA in all respects.
11. Except as specifically understood and agreed herein, all other terms and provisions of the CBA shall continue in **full** force and effect.
12. Notwithstanding the foregoing, during this Pilot Program, the Parties agree to meet and confer in good faith prior to filing any grievances related to unforeseen conflicts between this Side Letter and the CBA. During such good faith discussions and until impasse of the same, the Parties agree to toll all deadlines applicable to filing any related grievance(s).
13. This Side Letter contains the complete agreement and understanding between the parties hereto in reference to all of the matters herein agreed upon and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of force or effect.
14. This Side Letter and the Pilot Program shall not be treated as the status quo for purposes of collective bargaining agreement negotiations for the successor agreement to the agreement expiring on December 31, 2026. This Side Letter shall not be incorporated into the parties' successor Collective Bargaining Agreement unless mutually agreed to by the parties as part of the final contract ratification. Neither this Side Letter, the Pilot Program or the effects thereof shall prejudice either party, including any matters pertaining to whether the modifications to the Collective Bargaining Agreement or existing language constitutes the status quo, for purposes of collective bargaining negotiations. Nothing in this Side Letter shall prejudice either party, including as to any matters pertaining to negotiations or whether the modifications to the collective bargaining agreement or existing language constitutes mandatory subjects of bargaining.
15. If there are conflicts between the CBA and this Side Letter, the terms of this Side Letter shall govern.

IN WITNESS WHEREOF, the parties hereto execute and enact this Agreement on the dates indicated below.

IAFF, LOCAL 368

CITY OF MANITOWOC

Ben Molnar, Union President

Mayor Justin M. Nickels

Date: _____

Date: _____