

SIDE LETTER AGREEMENT

This is a Side Letter Agreement to the current January 1, 2022 to December 31, 2024 Collective Bargaining Agreement ("CBA") between the International Association of Fire Fighters, Local 368 ("Union") and the City of Manitowoc, Wisconsin ("City").

WHEREAS, the City of Manitowoc Fire Rescue Department was reorganized as of January 1, 2024; and

WHEREAS, the City eliminated the rank of Captain and all Captain positions; and

WHEREAS, Captains no longer exist in the City or within the MFRD; and

WHEREAS, as a result of the restructuring and the City's elimination of the Captain rank, Captain Garrett Grissom is uniquely impacted. The City reclassified Captain Grissom to the rank of Lieutenant, and to remove any doubt or speculation such reclassification to the rank of Lieutenant was anticipated and is not based on any performance or disciplinary reasons; and

WHEREAS, the Union timely grieved the City's decisions to eliminate the Captain rank and compensation, including the City's decision to demote Lieutenant Grissom and reduce Lieutenant Grissom's compensation; and

WHEREAS, pursuant to the following, Lieutenant Garrett Grissom will be red-circled and paid at his current Captain compensation in the collective bargaining agreement instead of the Lieutenant pay during his service as Lieutenant until his departure from the City of Manitowoc Fire Rescue Department; and

WHEREAS, this Side Letter addresses the orderly and predictable end of acting Captain pay;

WHEREAS, this Side Letter addresses the adequate compensation of Lieutenants for responsibilities performed as a result of this transition;

WHEREAS, the City and Union finds the provisions of the Side Letter Agreement to be in the best interest of the City, the Union, and the employee.

Therefore, the City and Union agree as follows:

1. Garrett Grissom will be reclassified as a Lieutenant on a date determined by the Fire Chief.
2. 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.

3. 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.
4. Pay for Lieutenants in Article 9, Section 1 shall increase as follows: (i) For the period between March 1, 2024 – August 31, 2024, an additional \$700 shall be added to Lieutenant base pay, increasing monthly Lieutenant base pay from \$6904 to \$6962; (ii) For the period between September 1, 2024 – November 30, 2024, an additional \$700 shall be added to Lieutenant base pay, increasing monthly Lieutenant base pay from \$6962 to \$7020; (iii) Effective December 1, 2024 and thereafter, an additional \$600 shall be added to Lieutenant base pay, increasing Lieutenant base pay to \$7070. Within thirty (30) days of the Effective Date, the City shall issue to all Lieutenants back pay to account for the above increases, as well as back pay to all MPOs who acted as Lieutenants since March 1, 2024.
5. Effective March 1, 2024, all references to acting Captain pay shall be stricken from the Agreement and with full intention that no additional pay shall be provided for acting Captain pay or Captain duties or responsibilities.
6. The Union withdraws all pending grievances, claims and disputes, with prejudice, pertaining to the City's elimination of Lieutenant Grissom's rank and the City's adjustments to Lieutenant Grissom's pay, and as to all matters pertaining to acting Captain pay.
7. All other terms and conditions of the 2022-2024 Collective Bargaining Agreement, except to the extended modified by this Side Letter Agreement, shall be applicable. In the event of any conflict between the provisions of the Side Letter Agreement and the provisions of the 2022-2024 Collective Bargaining Agreement or any successor agreement between the parties, the provisions of this Side Letter Agreement shall prevail and control.
8. The Side Letter Agreement shall reflect the status quo for purposes of all collective bargaining matters between the parties, and the status quo shall reflect the nonexistence of acting Captain pay as of end of day on February 29, 2024, the increase in Lieutenants pay as identified in Paragraph 4, and shall not be interpreted in a prejudicial manner against either party. This Side Letter shall be incorporated into the changes to language in the successor collective bargaining agreement unless the parties specifically agree otherwise.

9. The parties shall meet on or before August 15, 2024 to commence negotiations for the successor collective bargaining agreement, subject to the parties' availability to meet.

In witness whereof, the parties hereto have executed this Agreement on this 25th day of July, 2024 ("Effective Date").

City of Manitowoc

International Association of Firefighters, Local 368

By: _____
Justin M. Nickels, Mayor

By: Benjamin Molnar
Benjamin Molnar, President

Attest: _____
Mackenzie Reed, City Clerk/Dept. Treasurer

Attest: Kevin Fabian
Kevin Fabian, Vice President