

**SIDE LETTER OF AGREEMENT
TO THE
2022-2024 AGREEMENT
BETWEEN
CITY OF MANITOWOC
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 368, AFL-CIO**

The purpose of this Side Letter Agreement (“Agreement”) to the 2022-2024 Agreement Between City of Manitowoc and International Association of Fire Fighters, Local 368 and the City of Manitowoc, Wisconsin (“CBA”) is to address the current lack in qualified applicants for employment as a Firefighter/Paramedic at the time of the creation of this Side Letter, and to address half-time premium compensation to employees for certain duties performed outside of the defined work day.

Therefore, the City of Manitowoc (“City”) and International Association of Fire Fighters, Local 368 (“Union”) finds the following revisions to the CBA to be in the best interest of the City and its employees, and the health, safety and welfare of the public in general.

1. Effective on the day that this letter is signed by both parties, the language in Article 25 - Residency Provision of the CBA is hereby modified to read as follows:

ARTICLE 25 - RESIDENCY REQUIREMENTS

All employees hired after January 1, 2001 shall establish their primary residence within ~~twenty five (25)~~ **fifty (50)** miles of the City of Manitowoc limits within one year of employment.

2. Effective on the day that this letter is signed by both parties, the language in Article 4 - Hours of Work Day; Section 1(c) of the CBA is hereby modified to read as follows:

ARTICLE 4 - HOURS of WORK: Section 1(c)

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

Public Education or public relations that can only be accomplished outside the period of 0700-1630 hours Monday through Saturday would be rare. Such activities that can only be accomplished outside of this 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. 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. Any duties (regardless of whether the duties are regular, routine duties) performed outside of 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 0700-1630 hours Monday through Saturday would be rare.

3. All other terms and conditions of the CBA, except to the extent modified by this Side Letter Agreement, shall remain in full force and effect. In the event of any conflict between the provisions of the Side Letter Agreement and the provisions of the CBA, the provisions of this Side Letter Agreement will prevail and control.
4. The Side Letter Agreement shall expire upon the expiration of the CBA, unless renegotiated prior to a successor agreement. Nothing herein this Side Letter shall prejudice either party in negotiations of the successor agreement, and the status quo shall reflect the language contained within the 2022 – 2024 collective bargaining agreement.

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____, 2023.

City of Manitowoc

**International Association of
Firefighters, Local 368**

By: _____

By: _____

Justin M. Nickels, Mayor

Brad Olivera, President

Attest: _____

Attest: _____

Mackenzie Reed, City Clerk/Dept. Treasurer

Kevin Fabian, Vice President