

# 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 will be reorganized as of January 1, 2024; and

Whereas, the organizational change results in the elimination of the rank of Captain and all Captain positions; and

Whereas, Captains no longer exist in the City or within the MFRD.

Whereas, there are no duties or responsibilities of Captain to be fulfilled; and

Whereas, as a result of the restructuring, Captain Garrett Grissom is uniquely impacted as to his rank. Based on Captain Grissom's long duration of service and commitment to this transition, Captain Grissom will be reclassified 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, 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, 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 while he is in the rank of Lieutenant and provided however 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 December 31, 2024.
3. Effective end of day on December 31, 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 December 31, 2024.

4. The Union withdraws all pending grievances, claims and disputes, with prejudice, pertaining to Lieutenant Grissom and pertaining to acting Captain pay.
5. 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 will prevail and control.
6. 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 December 31, 2024 and shall not be interpreted in a prejudicial manner against the City. This Side Letter shall be incorporated into the successor collective bargaining agreement unless the parties specifically agree otherwise.

In witness whereof, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Manitowoc**

**International Association of Firefighters, Local 368**

**By:** \_\_\_\_\_  
**Justin M. Nickels, Mayor**

**By:** \_\_\_\_\_  
**Benjamin Molnar, President**

**Attest:** \_\_\_\_\_  
**Mackenzie Reed, City Clerk/Dept. Treasurer**

**Attest:** \_\_\_\_\_  
**Kevin Fabian, Vice President**