

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”) (collectively hereafter “the Parties”).

WHEREAS, the City of Manitowoc (“City”) represents and warrants it has eliminated the rank of Captain and all Captain positions and further represents and warrants here are no duties or responsibilities of Captain, to be fulfilled; and

WHEREAS, the City further represents and warrants that following the above-described elimination, it will no longer provide “acting pay” to employees performing Captain duties (as provided in the CBA); and

WHEREAS, the Union contends the City’s conduct as generally (but not exhaustively) described herein violates the parties Collective Bargaining Agreement; and

WHEREAS, the Union has grieved the City’s conduct as generally (but not exhaustively) described herein and would continue to pursue that grievance but for the City’s agreement to abide by the terms herein; and

WHEREAS, the City denies it violated the parties Collective Bargaining Agreement, denies the Union’s grievance and denies engaging in wrongdoing of any kind; and

WHEREAS, the City and the Union enter into this Agreement to avoid the time, resources and uncertainties associated with grievance arbitration; and

NOW, THEREFORE, in consideration of the mutual promises and considerations described herein, the sufficiency of which are mutually acknowledged, the Union and the City agree as follows:

1. Garrett Grissom will remain in the position of Captain receiving the Captain pay rate until such time as he is classified 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 2022-2024 Collective Bargaining Agreement during the remainder of his employment with the City of Manitowoc.
3. All employees performing Lieutenant duties and/or Captain duties (to the extent those differ, if it all) shall continue to receive the Captain pay rate as set forth by the 2022-2024 Collective Bargaining Agreement through end of day December 31, 2024.
4. Between their execution of this Agreement and December 31, 2024, the City and the Union mutually agree to regularly meet and engage in good faith efforts to negotiate and agree to

terms for a successor agreement to the current collective bargaining agreement by or before its expiration on December 31, 2024;

5. The union withdraws all pending grievances, claims and disputes, with prejudice, pertaining to Lieutenant Grissom, and pertaining to Acting Captain Pay;
6. All other terms and conditions of the 2022 - 2024 Collective Bargaining Agreement, except as 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 other successor agreement between the parties, the provisions of the Collective Bargaining Agreement will prevail and control.
7. The Collective Bargaining Agreement shall reflect the status quo for purposes of those, related collective bargaining matters between the parties. This agreement shall not be interpreted as prejudicial manner against either party, and shall be incorporated into the parties' successor collective bargaining agreement unless the parties specifically agree otherwise.

In witness hereof, the parties hereto have executed this Agreement on this ____ day of _____, 2024.

City of Manitowoc

International Association of Fire Fighters, Local 368

By: _____
Justin M. Nickels, Mayor

By: _____
Benjamin Molnar, President

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

Attest: _____
Kevin Fabian, Vice President