

AGREEMENT

BETWEEN

CITY OF MANITOWOC

and

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 368, AFL-CIO**

2022-2024

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1 **AGREEMENT**

2
3 This Agreement, made and entered into at Manitowoc, Wisconsin, according to
4 the provisions of Section 111.70, Wis. Stats., by and between the City of Manitowoc as
5 municipal employer, hereinafter called the "City" and Local 368 of the International
6 Association of Fire Fighters, AFL-CIO, hereinafter called the "Union".

7 Both parties of this Agreement are desirous of reaching an amicable
8 understanding with respect to the employer-employee relationship that is to exist
9 between them and enter into an agreement covering wages, hours of work, and
10 conditions of employment as well as procedures for reducing potential conflict.

11 Whereas, the mutual interest of the parties hereto are recognized by this
12 Agreement for the operation of the Fire Department of the City of Manitowoc, that will
13 promote efficiency and the best possible fire protection for life and property to all the
14 citizens of the City.

15 **ARTICLE 1 – RECOGNITION**

16
17 The City agrees to recognize representatives of the International Association of
18 Fire Fighters, Local 368, as the bargaining agents and representatives in conferences and
19 negotiations in the matter of wages, hours of work and working conditions for all
20 employee members and the parties agree to negotiate in good faith. The City and the
21 Union will inform each other by official letter, signed by the Mayor for the City and the
22 Local President of the Union as to whom has the power to negotiate.

23 **ARTICLE 2 - UNION SECURITY**

24
25 Section 1. Representation. The Union, as the exclusive representative of all of
26 the employees in the bargaining unit, will represent all such employees, union and non-
27 union, fairly and equally, and all employees in the unit will be required to pay, as
28 provided in this Article, their proportionate share of the costs of representation by the
29 union. No employee shall be required to join the union, but membership in the union
30 shall be made available to all employees who apply consistent with the Union
31 constitution and by-laws. No employee shall be denied union membership because of
32 race, creed, color, national origin, sex, sexual orientation, or gender identity.
33

34 Section 2. Dues Check Off. The City agrees that effective upon date of this
35 Agreement, it will deduct from the monthly earnings of all employees in the collective
36 bargaining unit the amount of monthly dues certified by the Union, as the current dues
37 required of all members, and pay said amount to the treasurer of the union on or before
38 the end of the month following the month in which such deduction was made.

39 Changes in the amount of dues to be deducted shall be certified by the Union 15
40 days before the effective date of the change. The City will provide the Union with a list
41 of employees from whom such deductions are made with each monthly remittance to
42 the Union.

43 Section 3. Payroll Deductions. When authorized in writing by the employee, the
44 City shall deduct payments for dues from the employee's pay.

45 **ARTICLE 3 - MANAGEMENT RIGHTS**

46
47 The City retains all rights, power or authority that it had prior to this Contract as
48 modified by this Contract. The powers, rights and/or authority herein claimed by the
49 City are not to be exercised in a manner that will undermine the Union or as an attempt
50 to evade the provisions of this agreement or to violate the spirit, intent or purposes of
51 this Agreement.

52 **ARTICLE 4 - HOURS OF WORK**

53
54 Section 1. Definition of a Workday. The workday consists of a period of twenty-
55 four (24) consecutive hours on duty to commence at 0700 hours.

56 (a) Reporting Late. Employees will be considered late when not present for roll
57 call promptly at 0700 hours unless excused by the Officer in charge. Employees shall be
58 in proper uniform and have turnout gear on or near assigned apparatus by 0700 hours.
59 Penalties for inadvertent tardiness will be assessed as listed below. Officers in charge
60 are duly obligated to advise the ranking Officer at headquarters of violations of these
61 punctuality rules.

62 (b) Reporting Late-Penalties. In addition to the following penalties to be assessed
63 on a calendar year basis, there will always be a loss of pay equal to the time late:

64 1st time in calendar year: Verbal warning

65 2nd time in calendar year: Written warning with reference to penalty for
66 subsequent incidents.

67 3rd time in calendar year: 2 hour penalty (sent home with a 2 hour loss in pay)

68 4th time in calendar year: 4 hour penalty (sent home with a 4 hour loss in pay)

69 5th time in calendar year: Referral to Police & Fire Commission

70 All verbal or written warnings for reporting late to roll call shall be issued within
71 seven (7) business days of said infraction. Business days include 7:00 A.M. on Monday
72 through 5:00 P.M. on Friday of each week, excluding legal holidays.

73 (c) Interpretation of Definition of Work Day. In recognition of the fact that
74 firefighters must be physically and mentally capable of facing challenging situations
75 throughout a 24 hour tour of duty, the parties agree to establish standard hours in
76 which full duties will be performed, as well as standard hours during which employees
77 are essentially on stand-by for calls.

78 On Monday through Saturday, the standard work day for training and other
79 regular, routine duties shall commence at 0700 hours and terminate at 1630 hours. The
80 standard standby time shall begin 1630 hours.

81 A continuous lunch period of 60 minutes as near as possible to the period
82 between 1130 and 1230 hours will be provided. Meal preparation time for lunch will not
83 interfere with regular duties. This lunch period shall be followed by a 30-minute

84 cleanup and/or break period unless there are calls for response. In the event of calls for
85 response, a 60-minute lunch period will be granted as soon as possible after the call.

86 Employees will report promptly at 1300 hours for any scheduled duties. In the
87 event travel is required to another location for duties, training, or assignments which
88 begin at 1300 hours, such travel will be during the period from 1230 to 1300 hours.

89 Vehicle, equipment, and floor maintenance shall commence at 1630 hours each
90 day as a standard. After this maintenance is complete, standard stand-by time will
91 begin. Stand-by time is defined as that period during which employees are in a ready
92 state for emergency and non-emergency calls. During this period of time, standard
93 work assignments shall be limited to those maintenance duties which are essential for
94 response to calls for service and station safety.

95 Work on Sundays and Holidays: Sundays and holidays (as designated in Article
96 10, Section 2,) shall consist, as a standard, of the duties necessary for efficient response
97 to alarms, normal station housework, and vehicle equipment checks and maintenance.
98 Standard company level training that would fall on a Sunday or a holiday would be
99 completed on a day prior to or after the Sunday or holiday on which it might fall.

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

102 Public education or public relations that can only be accomplished outside the
103 period from 0700 to 1630 hours Monday through Saturday would be rare. Such
104 activities that can only be accomplished outside of this time period would result in equal
105 standby time being moved to an earlier period of the day. Training that can only be
106 accomplished outside the period from 0700 to 1630 hours Monday through Saturday
107 would also be rare.

108 The parties agree to discuss any problems arising under this section. Any issues
109 which cannot be resolved voluntarily are subject to the grievance procedure.

110 Section 2. Definition of a Work Week and Work Period.

111 (a) Normal Work Week and Work Period. The normal work week shall consist of
112 56 hours of duty and shall be on the following schedule: Each twenty-four (24) hour
113 period of duty shall be followed by a twenty-four (24) hour period of rest, except that
114 after the third twenty-four (24) hour period of rest, there shall be three (3) additional
115 consecutive twenty-four (24) hour periods of rest.

116 (b) Transfer Compensation Day. In the event an employee is transferred to
117 another shift, a compensatory transfer day shall be assigned by the Chief if both of the
118 following conditions exist:

119 1) The employee remains assigned to his/her existing shift for all three
120 days of a work week schedule

121 2) The employee does not receive four consecutive rest days.

122 (c) Recruits' Work Week. Notwithstanding anything to the contrary in Section 1
123 or Section 2 of this Article, new recruits, who will not count against the regular crew of
124 11 on duty personnel until they are fully trained for firefighting duty, may be scheduled
125 for up to ten (10) consecutive weeks of five (5) day, forty (40) hour weeks during their
126 initial training period on the job. The recruits' work week will be Monday through Friday

127 from 7:00 a.m. to 4:00 p.m. (0700 to 1600 hours), with no less than one (1) hour
128 scheduled for lunch. They shall be paid at their full monthly salary rate while working
129 this schedule.

130 Notwithstanding other provisions of this contract relating to holidays, new
131 recruits shall be granted leave with pay on the holidays listed in Article 10, Section 2 (c)
132 during the period of time they are on a forty (40) hour week. If a holiday falls on a
133 Saturday, recruits shall receive the preceding Friday off. If a holiday falls on a Sunday,
134 recruits shall receive the following Monday off.

135 The terms of the recruits' work week as defined in this Section 2 (c) shall apply
136 unless waived by agreement between the Fire Chief and the Union President. Such
137 waiver shall be made on a case by case basis.

138 Nothing in this section shall prevent the City from offering overtime which
139 occurs outside of their training work week to recruits who are qualified to function in
140 the position assigned.

141

142 Section 3. Procedures for Changing Schedule of Workdays. After the annual
143 schedule has been formulated, schedules of work days shall not be changed by
144 management except in case of unusual amount of illness of other employees, or other
145 good cause, and not until the change of schedule is discussed with the President of the
146 Union or the President's designated representative.

147 Subject to limitations set forth in Article 10, Section 3, employees may make
148 changes in their schedule of work once the annual schedule has been formulated,
149 provided the changes are approved by the Chief or his/her designee and the employee
150 completes all necessary work related to the change.

151 Section 4. Light Duty.

152 (a)General Provisions. Light duty assignments shall include duties consistent with
153 those normally performed by firefighters. Attendance in training sessions shall thus not
154 be preempted by other assigned duties. One employee per shift (duty-related and non-
155 duty related) will be assigned to light duty on a 24-hour work day. A second employee
156 per shift, if assigned light duty, will be assigned to an 8-hour day, 40-hour work week.
157 Light-duty assignments will be assigned in order of chronological notification of light-
158 duty restriction to the fire chief. Any employee outside of the second firefighter per shift
159 seeking light-duty assignment will take sick leave. 40-hour light-duty firefighters will be
160 allowed to be off during their scheduled vacation and holiday periods and for
161 previously-scheduled trades.

162 Any light duty shall not exceed 120 calendar days from the date on which a
163 physician certifies that the employee is eligible for light duty. The 120 calendar days of
164 light duty begins on the date that the physician initially certifies the employee as eligible
165 for light duty, whether or not the employee commences light duty on that day. This
166 provision applies for duty and non-duty-related illness, duty and non-duty-related
167 injury, and pregnancy. The maximum amount of light-duty days may be increased by
168 consent of the Chief and Union in consultation with the employee and physician.

169 The employee shall furnish the Chief with a physician’s statement specifying the
170 type of work which the employee may be assigned. Temporary assignments hereunder
171 shall be consistent with any work restrictions placed on the employee by the physician
172 (b) Duty-Related. Employees who are recuperating from a duty-incurred injury
173 will be temporarily assigned light duty work by the Chief, notwithstanding the
174 employee’s inability to perform all essential job functions.

175 (c) Non-Duty-Related. Employees who are recuperating from a non-duty incurred
176 injury or illness will be assigned light duty work upon the employee’s request and the
177 physician’s written approval, subject to subsection (a). However, the employee must
178 report for any department-wide training that is consistent with the restrictions outlined
179 by the physician.

180 (d) Pregnancy. Employees who are pregnant will be assigned light duty work
181 upon the employee’s request and the physician’s written approval, subject to
182 subsection (a). However, the employee must report for any department-wide training
183 that is consistent with the restrictions outlined by the physician.

184 **ARTICLE 5 - EXTRA HOURS**

185
186 Section 1. Overtime. The “hourly wage” shall be obtained by dividing the annual
187 base salary by two thousand, nine hundred and twelve (2,912) hours.

188 “Straight time” shall be obtained by adding EMS pay, educational credit pay,
189 longevity, and base salary and dividing that sum-by two thousand, nine hundred and
190 twelve (2,912) hours.

191 Overtime shall be defined as hours worked in excess of the basic 24 hour work
192 period or work in excess of 204 hours of compensable work in a 27 day work period,
193 pursuant to FLSA standards, and for any duty scheduled beyond 216 hours in a 27 day
194 work period.

195 Rate of overtime pay for shift personnel will be one and one-half (1½) times the
196 employee’s straight time rate of pay for all hours worked in excess of the basic twenty-
197 four (24) hour work period or for work in excess of 216 hours in a 27 day work period.

198 In recognition of the fact that the biweekly pay will include straight time pay for
199 the twelve (12) hours worked between 204-216 hours, the employee shall receive as
200 overtime compensation one-half (½) hour of straight time for each hour worked in
201 excess of 204 hours up to 216 hours.

202 It is recognized that hours paid as premium compensation for working on
203 holidays shall offset the additional compensation required by this provision.

204 Employees who are on vacation may voluntarily report for work if called and
205 receive call-in pay. If any employee on vacation is involuntarily required to report for
206 work by the Chief, the employee shall receive call-in pay plus replacement of vacation
207 time lost for the amount of time actually worked on the call-in. When an employee
208 takes a vacation day or days off, the employee shall be considered to be "on vacation"
209 from the day after the employee's last scheduled basic work period until the day the
210 employee is scheduled to return to work.

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Section 2. Call-In Pay.

(a) To call of other than normally scheduled. An employee responding to any call of duty other than said employee's normally scheduled basic work period shall receive overtime for such duty, except as provided in Article 10, Section 2 (d). However, if said employee's time worked is less than two hours, said employee shall receive two hours of overtime pay. Notwithstanding this provision, if such time worked is an extension of the employee's normal work day and is not the result of participation in the pager recall system, overtime will be paid for the actual time worked. Call-in pay shall not be an offset to FLSA pay.

(b) Ordered to Report. In the event a member is ordered to report for duty, the following provisions will apply:

1. The first and second times a member is ordered in during a calendar year, compensation will be time and one half for a minimum of two hours.
2. For the third time a member is ordered in during a calendar year, compensation will be time and one half for a minimum of two hours and the employee will receive the time back, subject to provisions related to number of people off.
3. Article 10, Section 2 (d) shall apply to such call backs.
4. If the employee is working the day prior and is ordered to remain for the next shift, the employee will not be kept beyond 1000 hours unless an emergency response is in progress.
5. Employees will be exempt from being ordered in for duty if a legitimate reason is given to the Chief or his/her designee by the employee for being unable to report.
6. Administration will document this information.

Section 3. Transfer of Protective Gear. Transfer of individual firefighter's protective equipment from station to station shall occur on paid time.

Section 4. Stand-by Duty. Employees who voluntarily agree to a request by the Chief or his/her designee to serve on paid stand-by duty, remain within two (2) miles of the Manitowoc City limits, and respond immediately shall receive compensation of \$2.70, for each hour on such stand-by duty. Stand-by pay stops at the time the employee reports for duty. Time reporting and time leaving shall be rounded to the nearest 15-minute increment.

Members who volunteer to be on stand-by duty shall be available to provide a person to:

- a) Supplement the on-duty firefighting personnel
 - b) Respond immediately to a call for Fire department service.
- Pay for such standby shall be as specified in the preceding paragraph.
This provision does not create any minimum manning obligation.

254 **ARTICLE 6 - PROMOTIONS AND EVALUATIONS**

255
256 In filling any vacant position or newly created position within the bargaining unit,
257 the following procedures shall apply:

258 Section 1. Promotions.

259 (a) Promotional Procedure. For promotions to all bargaining unit promoted
260 positions, the most senior qualified existing employee will be promoted first; second
261 most senior second; and so forth. Refusal to accept a promotion shall not disqualify an
262 otherwise qualified candidate from future offerings.

263 Whenever a new bargaining unit job classification is created, the position(s) will
264 be filled by the most senior qualified bargaining unit applicant before said position(s)
265 are filled with a non-bargaining unit employee or applicant.

266 The Fire Chief shall have the discretion to determine the minimum qualifications
267 of subordinate classifications. Minimum qualifications for each position shall not be
268 arbitrary or capricious, shall be reasonably related to the work involved, shall be in
269 writing, and copies of said qualifications shall be supplied to the Union within 30 days of
270 being established or changed.

271 (b) Minimum Educational and Certification Requirements. The union recognizes
272 and affirms that the minimum educational and certification requirements for purposes
273 of promotions are solely the prerogative of the Chief, as are any changes made in the
274 requirements. The Chief will maintain a current description of the requirements which
275 will be available for all employees to review in preparation for future promotions.

276 (c) Seniority for Promotions. The senior qualified candidate shall be promoted.
277 For the purpose of promotions, seniority shall be based upon the date of hire with the
278 department. For candidates hired on the same date, seniority will be based on eligibility
279 list order. The seniority order shall be final and unalterable. (d) Notification of
280 Scores. Candidates shall be notified of their scores in writing no later than forty five
281 (45) business days.

282 Section 2. Related Information

- 283 (1) Tests will be based upon Manitowoc Fire Department SOPS, operations,
284 and training.
- 285 (2) Promotional procedures will be scheduled bi-annually between April 1 and
286 June 30. At least two months prior notice shall be given for all tests. These
287 scheduled procedures will be used to establish eligibility lists which are in
288 effect for two years.
- 289 (3) An individual designated by the Union shall be permitted to observe the
290 administration of all tests. However, this person must be of the rank or
291 above the rank of the position being tested, and shall sign an affidavit
292 indicating that the contents of the test will not be divulged under penalty
293 of discipline.
- 294 (4) The Chief shall provide test scores to each individual and discuss the
295 candidate's results on the various components of the promotional process

296 with any individual that requests such review. No additional follow-up will
297 be provided to the candidates.

298 (5) All promotions are subject to final approval by the Police and Fire
299 Commission.

300 (6) Employees promoted under the provisions of this Article shall serve a
301 probationary period of twelve months and shall be paid at the rate of pay
302 designated for the new position.

303

304 Section 3. Evaluations. Whenever requested by the union or the City,
305 representatives of both groups shall meet to discuss the performance review format
306 that is used to provide feedback to employees on an annual basis and is maintained in
307 each employee's personnel file. Any revisions that are made must be approved by the
308 Chief and union president. Nothing in this provision shall be construed to be a waiver by
309 the City of any rights it had before the original provision regarding evaluations was
310 added to the labor agreement.

311

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

312

313 Section 1. Grievance Procedure.

314 (a) Crucial to the cooperative spirit between the Union and City is the sense of
315 fairness and justice brought by the parties to the adjudication of employee grievances.
316 Should an employee feel that the employee's rights and privileges have been violated,
317 the employee shall consult with the Grievance Committee. The aggrieved employee and
318 the Grievance Committee shall within two (2) weeks of the date the grievance occurred,
319 meet with the Fire Chief in order to attempt to resolve the matter. Within one (1) week
320 thereafter, the Fire Chief shall submit his answer in writing to the Grievance Committee
321 and the aggrieved employee. If a resolution is reached, the resolution will be placed in
322 writing and posted.

323 (b) If no resolution is reached and posted within one week of the date on which
324 the Chairman of the Grievance Committee and Union President met with the Fire Chief,
325 the employee and the Grievance Committee, shall present the facts in writing to the
326 head of the department. Within one (1) week thereafter, the head of the department
327 shall submit his answer in writing to the Grievance Committee and the aggrieved
328 employee.

329

330 Section 2. Grievance Appeal. Should the Union decide that the reply of the head
331 of the department is unsatisfactory, the Union Grievance Committee shall within one (1)
332 week submit the facts of the grievance in writing to the Personnel Committee of the
333 Common Council of the City of Manitowoc. In the event the Union requests a meeting
334 with the Personnel Committee for verbal presentation of the grievance, the Committee
335 shall hear the verbal presentation of the grievance at its next scheduled monthly
336 meeting. In the event the Union does not request a meeting with the Personnel
337 Committee, the Personnel Committee shall, within one week of the submission of the
338 grievance in writing to the Committee, reply to the Union in writing of its decision. It is

339 understood that it is not always possible to call a Personnel Committee meeting within a
340 matter of days from the date of the grievance being filed. Under those circumstances
341 both Union and the City agree to extend the time frame set forth herein.

342

343 Section 3. Grievance Arbitration. Within ten (10) days after the Committee's
344 decision, the Union may demand arbitration upon five (5) day's notice in writing naming
345 one person to act in its behalf on an arbitration board. The other party shall within ten
346 (10) days after receiving the notice name one person to act in its behalf on said board.
347 Said two persons shall name a third person to act on the arbitration board. However, if
348 the two parties cannot mutually agree upon a third arbitrator within ten (10) days, the
349 same shall be named by the Wisconsin Employment Relations Commission after the
350 parties are unable to agree on a third arbitrator. The Board of Arbitration shall meet
351 within fifteen (15) days, excluding Sundays and holidays, after selection and submit a
352 written copy of findings and decisions to both parties, which findings and decision of the
353 Arbitration Board shall be submitted fifteen (15) days to the parties after the completion
354 of the hearing.

355 Failure or refusal to appoint representatives to the Arbitration Board within the
356 specified time shall constitute consent to arbitration by the Wisconsin Employment
357 Relations Commission.

358 The Board of Arbitration shall not have the authority to change any of the terms
359 or provisions of this Agreement. The expense of the third member acting as arbitrator
360 shall be divided equally between the parties to this Agreement.

361

362 Section 4. Section 62.13 Procedure. Suspension, dismissal and reduction in rank
363 of employees in the department shall be governed by Section 62.13 of the Wisconsin
364 Statutes. Other disciplinary matters not referred to in Section 62.13, such as oral or
365 written warning notices, shall be subject to the grievance procedures of this Article.

366

ARTICLE 8 - LEAVES OF ABSENCE

367

368 Section 1. Educational Leave. The Chief of the Fire Department with approval of
369 the Common Council may authorize special leaves of absence with or without pay for
370 any period or periods not to exceed three (3) calendar months in any one (1) calendar
371 year for the following purposes: Attendance at a college or university for the purpose of
372 training in subjects related to the work of department personnel and which will benefit
373 its employees and the City Service. The Common Council, upon recommendation of the
374 Fire Chief, may grant leaves of absence with or without pay in excess of the limitations
375 above for the purpose of attending extended courses of training at a recognized college
376 or university and for other purposes that are deemed beneficial to the City Service.

377 Section 2. Personal Leave. The Chief of the Fire Department may authorize an
378 employee to be absent without pay for personal reasons for a period or periods not to
379 exceed thirty (30) working days in any calendar year.

380 **ARTICLE 9 - COMPENSATION**

381

382 Section 1. Compensation Schedule.

383 (a) Base Salary. The pay of employees of the Fire Department and Rules for
384 Administration shall be as set forth in this Agreement. The salaries listed are on a
385 monthly basis to be paid bi-weekly. The rates of pay prescribed herein are based on full
386 time employment at normal working hours.

Classification	Mo. Pay effective 01/01/2022	Mo. Pay effective 01/01/2023	Mo. Pay effective 01/01/2024
	2.25%	2.25%	2.25%
Captain	\$6,840	\$6,993	\$7,151
Lieutenant	\$6,603	\$6,752	\$6,904
Motor Pump Operator	\$6,261	\$6,402	\$6,546
Firefighter H	\$6,138	\$6,276	\$6,417
Firefighter G	\$5,835	\$5,967	\$6,101
Firefighter F	\$5,533	\$5,657	\$5,785
Firefighter E	\$5,230	\$5,348	\$5,468
Firefighter D	\$4,927	\$5,038	\$5,152
Firefighter C	\$4,625	\$4,729	\$4,835
Firefighter B	\$4,322	\$4,419	\$4,519
Firefighter A	\$4,203	\$4,298	\$4,395

387

388 (b) EMS Certification Pay. Effective as of January 3, 2022, the monthly Paramedic and
389 EMT pay shall be as follows:¹

390

391 All Wisconsin-licensed Paramedics: 7.0% Firefighter H monthly base pay

392 (c) Acting Pay. In the event an employee at a lower classification is qualified for
393 and is temporarily required to serve and accept full responsibility for work as an MPO,
394 Lieutenant, Captain such employee shall receive the pay for the higher classification if so
395 assigned for one continuous tour of duty of eight (8) hours or more. Acting pay will be
396 based on the number of hours worked. No acting pay will be applied for a two person
397 ambulance.

398 In order to receive acting pay for the rank of Captain or Lieutenant, the employee
399 must have participated in and passed the promotional procedure for the rank just below
400 the acting position, as outlined in Article 6, Section 1 (a). Acting Captains must have
401 passed the Lieutenants procedure, and Acting Lieutenants must have passed the MPO

¹ Language from 2019-2021 CBA will apply on 1/1/2022 and 1/2/2022.

402 state certification exam. In order to receive acting pay for the MPO position, the
403 employee must have passed the MPO state certification exam.

404 In the event of trades, only the employee who actually works shall receive any
405 additional compensation under this provision.

406 (d) Cross Staffing. Cross-staffed engines and fire department ambulances are
407 vehicles housed in a fire station which are operated by a station crew which has
408 responsibility for both units. In the event the officer of the cross-staffed crew does not
409 possess certification as a paramedic, the senior paramedic assigned to the crew will be
410 responsible for the medical aspects of the call, and will assume this responsibility
411 without receiving acting pay.

412

413 Section 2. Administrative Rules. The foregoing pay ranges shall be interpreted and
414 applied as follows:

415 (a) Initial Employment and Probationary Period. The lowest or minimum rate in the
416 range shall be the entrance rate payable to any person on first appointment to a
417 position. All newly hired employees shall be considered probationary for the first 12
418 months of their employment with the employer except for fringe benefits which shall be
419 a six-month period where applicable. Continued service beyond 12 months shall be
420 evidence of satisfactory completion of probation.

421 (b) Reinstated Employees. An employee shall be paid at a pay rate within the
422 approved pay range for the position in which he/she is reinstated, but not at a rate in
423 excess of the employee's pay at the time of resignation or leave of absence, generally at
424 former pay modified by any general adjustment in the pay level of City Employees.

425 (c) Promotions. When an employee is promoted to a position in a higher class, the
426 employee's pay shall be increased to the minimum rate for the higher class. If his/her
427 present rate is equal to or exceeds this minimum, the employee's pay shall be increased
428 to the next higher step in the new class, regardless of time since last increase.

429 (d) Transfer. There shall be no immediate change in the pay rate of an employee
430 who is transferred unless the employee's pay is below the approved minimum of the
431 new position. If an employee is transferred to a position in a class having a higher pay
432 range than the class from which the employee was transferred, such change shall be
433 deemed a promotion and the provisions governing promotions shall apply. If an
434 employee is transferred to a position in a class having a lower pay range than the class
435 from which he/she was transferred, such change shall be deemed a demotion and the
436 provisions governing demotions shall apply.

437 (e) Demotions. When an employee is demoted to a position in a lower
438 classification, the employee shall be paid at a rate which is within the approved range
439 for the lower classification. The rate of pay for the position shall be set by the Personnel
440 Committee, or its successor Committee.

441 (f) Change in Classification. Any change in a position classification as allocated
442 herein must first be recommended by the Appointing Officer and approved by the
443 Personnel Committee and the Union. The provisions governing promotions and
444 demotions shall apply in determining the new pay level.

445 (g) Steps. The steps shall be administered as follows:

446
447 Step A = starting salary in class;
448 Step B = salary after 1 year of employment;
449 Step C = salary after 2 years of employment;
450 Step D = salary after 3 years of employment;
451 Step E = salary after 4 years of employment;
452 Step F = salary after 5 years of employment;
453 Step G = salary after 6 years of employment;
454 Step H = salary after 7 years of employment;

455
456 (h) Intermediate Steps. The several rates or intermediate steps prescribed in the
457 ranges are the standard rates of pay authorized for full time employment.

458 (i) EMT and Paramedic Certification. All employees that held a State of Wisconsin
459 EMT-D license as of 1-1-98 shall maintain at least that license or equivalent for the
460 duration of their career in the fire department as a condition of employment. Any
461 employee who fails to maintain at least that license shall be given one reasonable
462 opportunity to re-certify and regain the license. Loss of license shall automatically
463 remove an employee from eligibility for assignment to the ambulance. This provision
464 shall not prohibit assignment to a cross-staffed ambulance as a driver.

465 (j) EMT and Paramedic Certification-Employees Hired After September 1, 1990. As
466 part of its management rights, the City specifically reserves the right to require that any
467 employee hired after September 1, 1990 obtain and maintain a State of Wisconsin
468 license as a EMT-I, EMT-D or paramedic as a condition of employment. Any employee
469 who fails to maintain the qualifications under this subsection as an EMT-I, EMT-D, or
470 Paramedic shall be given one reasonable opportunity to recertify for the designation.
471 Loss of license shall automatically remove an employee from eligibility for assignment to
472 the ambulance. This provision shall not prohibit assignment to a cross-staffed
473 ambulance as a driver.

474
475 Section 3. Clothing Allowance. The budget of the Fire Department shall have an
476 account to be known as "Clothing Allowance".

477 The clothing allowance shall be \$500 each year. New employees shall be required to
478 purchase their initial uniform jacket with this allowance. If the annual allowance is not
479 used within the calendar year, the remaining balance shall be forfeited. Employees will
480 be able to purchase uniforms up to December 1 of the current year and must pay any
481 outstanding balance by December 15 of the current year.

482 It shall be mandatory for employees to purchase an approved Class A dress uniform
483 that fits, within 60 days of meeting the probationary period. All other employees are
484 required to have an approved Class A dress uniform that fits by January 30, 2011.
485 However, those employees who retire in 2011 will be exempt from this requirement.

486 The Chief of the Fire Department shall have discretion as to the type of clothing
487 allowed to be purchased by employees of the Fire Department.

488 Effective January 1, 2010 there will be a Quartermaster who is responsible for the
489 clothing allowance recordkeeping. The Quartermaster will be the Local 368 Clothing

490 Chairperson. The Quartermaster will be paid \$600 annually in two installments. The
491 first installment of \$400 will be paid in the first paycheck in June and the remaining
492 balance will be paid out in the last paycheck in December. The final payout in December
493 is contingent upon completion of all job-related duties.

494 The City shall furnish all firefighting protective gear required by Administrative Code
495 as may be amended.

496

497 Section 4. Overtime Pay. Overtime shall be compensated at one and one-half (1 ½)
498 times straight time, at an hourly rate, as defined by Article 5, Section 1.

499

500 Section 5. Longevity Pay. Longevity pay shall be as follows:

501

\$10.00 per month after 6 years of employment;

502

An additional \$10.00 per month after 10 years of employment;

503

An additional \$10.00 per month after 11 years of employment;

504

An additional \$10.00 per month after 15 years of employment.

505 Section 6. Continuing Education.

506 (a) Educational Credit Payments. The City of Manitowoc agrees to add \$1.00 per
507 month for the successful completion of any credit to the salary of the person earning
508 the credit up to a maximum of \$6.00 in any twelve-month period and up to a total
509 maximum of \$64.00 per month. Credits carried beyond the six (6) per year may be
510 submitted at a later date as long as it does not exceed six (6) per year. The Chief will
511 allow credits for classes taken prior to employment at the Manitowoc Fire Department,
512 provided he/she approves the classes.

513 Credits earned and paid for by the City of Manitowoc through the city tuition
514 reimbursement program will not be eligible for educational credit compensation.
515 Firefighters shall have access to all tuition reimbursement programs available to general
516 municipal employees.

517 The city shall pay for any training, education, continuing education,
518 certifications, or materials required by the city for employment. This includes- but is not
519 limited to- paramedic recertification.

520 **ARTICLE 10 - VACATIONS AND HOLIDAYS**

521

522 Section 1. Vacation.

523 (a) Vacation Leave. Employees of the Fire Department shall be granted an
524 annual paid vacation leave, which must be taken each calendar year, as follows:

525

After the first year of service: 6 work days

526

After two years of service: 9 work days

527

After six years of service: 10 work days

528

After ten years of service: 12 work days

529

After fifteen years of service: 13 work days

530

After twenty years of service: 14 work days

531

After twenty-five years of service: 15 work days

532

533 Sick leave shall not be deducted for illness during the vacation period or holidays.

534 (b) Sickness or Leave of Absence. Sickness or other authorized leaves of absence
535 shall not be considered an interruption of continuous service.

536 (c) Proration. In the event of termination of employment or death, accrued
537 vacation pay shall be prorated.

538 Section 2. Holidays.²

539 (a) Holidays Granted. All employees shall receive eight (8) paid holidays in a
540 calendar year, and any other day proclaimed in writing as a paid City holiday by the
541 Mayor and Common Council. Employees shall receive their holidays not by being off on
542 specific legal holidays, but by selecting compensatory days off as provided for in this
543 Article.

544 (b) Holiday Overtime Pay. Employees of the Fire Department who work on the
545 following days shall be compensated at the rate of time and one-half (one and one-half
546 times straight time as defined in Article 5).

547

- 548 New Years' Day
- 549 Half of Good Friday
- 550 Easter Sunday
- 551 Memorial Day
- 552 Fourth of July
- 553 Labor Day
- 554 Thanksgiving Day
- 555 Day after Thanksgiving
- 556 Day before Christmas
- 557 Christmas Day
- 558 Half Day before New Years.

559

560 (c) Holiday Call-In Pay. An employee who is called in to work outside of the
561 employee's scheduled hours on any of the holidays listed in Section 2 (b), or any other
562 day proclaimed in writing as a paid City holiday by the Mayor and Common Council shall
563 be compensated at the rate of two times regular pay for such call in. In the case of a
564 half day holiday in Section 2(b), this double time pay shall be limited to the first twelve
565 hours worked. Employees involved in trades shall not receive any additional
566 compensation under this provision.

567 Section 3. Vacation and Holiday Selection Limits.

568 (a) Vacation Schedule. All vacation days will be selected on a seniority basis.
569 Vacation days can be selected at any time during the year, with the following
570 stipulations: No more than six (6) work days can be selected during June, July and
571 August. Vacation shall be taken in increments of not less than three consecutive
572 working days during the months of June, July and August. If the first or the third day of

² Holiday Sell-back was bargained out of the contract in the 2016-2018 contract.

573 the three consecutive days begins or ends in the months of May or September that day
574 will be included in the above stipulation. The selection of vacation days for any year
575 shall start October 1 and be completed by December 15 of the preceding year.

576 (b) Holiday Selection. Holiday compensatory off days shall be selected on a
577 seniority basis after all members of the bargaining unit have selected their vacation
578 time. Holidays may be selected at any time during the year, but all holiday selections
579 must be completed by December 15 of the preceding year.

580 (c) Vacation and Holiday Selection Limits. When selecting vacation and holidays,
581 no more than three (3) members of the bargaining unit shall be permitted to select off
582 days per shift at any time, but a fourth (4th) member may be permitted off at the
583 discretion of the Fire Chief. On Christmas Eve and Christmas Day, no more than four (4)
584 members of the bargaining unit shall be permitted to select off days per shift at any
585 time, except that a fifth (5th) member may be permitted off at the discretion of the Fire
586 Chief.

587 No combination of three (3) officers who are members of the bargaining unit
588 may be off on the same day, except at the discretion of the Fire Chief. No paramedic or
589 combination of paramedics shall select time off which would result in less than four (4)
590 paramedics scheduled to work on any shift, provided, however, that if only four (4)
591 paramedics are assigned to a shift, one paramedic shall be permitted to select time off
592 on any particular day, subject to other restrictions herein.

593 (d) Seniority. Departmental seniority shall be determined by the first day of
594 employment with the department. For employees hired on the same day, seniority will
595 be based on eligibility list order. The seniority order shall be final and unalterable. For
596 purposes of promotion, Article 6, Section 1(c) applies.

597 (e) Trades of Work Time. Trades of work time may be done between
598 individuals with certain limitations to ensure that the orderly function of the
599 department is not disturbed.

- 600 1. Trades must be approved by the Battalion Chief, or in his/her
601 absence, the Deputy Chief.
- 602 2. In general, no trade shall be made with a person who is more than a
603 single rank below you. Exceptions to this shall be allowed with the
604 approval of the Chief or Deputy Chief if the seniority on the unit is
605 not disrupted to the point where a member is forced to assume
606 acting officer responsibilities.
- 607 3. The EMS qualifications of the person you trade with must be at least
608 equal to yours, unless sufficient personnel with the necessary EMS
609 qualifications are assigned to the unit.
- 610 4. Any schedule adjustments due to trades of work time between
611 individuals must be agreed to by all individuals affected by said trade.
- 612 5. The individual requesting the trade within forty (40) hours will be
613 responsible for all paperwork and moving any and all clothing.

614 **ARTICLE 11 - PARKING**

615
616 The City shall furnish three (3) parking stalls in the block in which Station One is
617 located and four (4) parking stalls in the Tenth Street parking lot for the use of on-duty
618 Station One personnel covered by this contract.

619 **ARTICLE 12 - UNION ACTIVITY**

620
621 The Union agrees to conduct its business off the job as much as possible. The
622 Union shall be allowed to hold its meetings at any fire station with the permission of the
623 Fire Chief. This article shall not operate as to prevent a steward from the proper
624 conduct of any grievance in accordance with the procedure outlined in this Agreement
625 and shall not work to prevent certain routine business such as the posting of Union
626 notices and bulletins. Business agents or representatives of the Union having business
627 with the officers or individual members of the Union may confer with such officers or
628 members during the course of the working day for a reasonable time, provided that
629 permission is first obtained from the commanding officer, or superior officer, or
630 superior officer of that Union officer or member. Members who are chosen by the Local
631 Union to be delegates to attend Union seminars or conventions will be given time off
632 without pay but not in excess of three (3) days per year per delegate. The Union will
633 reasonably attempt to use the delegate's days off for said purpose.

634 Time spent in the conduct of grievance and in bargaining shall not be deducted
635 from the pay of delegated employee representatives of the Union. The bargaining
636 committee shall be limited to no more than six (6) members, not more than two (2) of
637 whom shall be on duty during said bargaining or grievance session.

638 **ARTICLE 13 - MILITARY LEAVE**

639
640 Personnel of the Fire Department who enter active service of the Armed Forces
641 of the United States and return, shall be entitled to their departmental seniority and the
642 rate of pay and position they would have been entitled to had their service with the Fire
643 Department not have been interrupted by service in the Armed Forces.

644 **ARTICLE 14 - FUNERAL LEAVE**

645
646 Section 1. Pallbearers. All employees who act as pallbearers for any deceased
647 person whose funeral takes place during regular working hours may also be granted
648 time off, with pay, with the permission of the Chief. Permission shall be granted for this
649 service unless an emergency situation exists, or if not detrimental to the job in the
650 opinion of the Chief.

651
652 Section 2. Death in Immediate Family. When there is a death in the immediate
653 family of an employee ("immediate family" being defined as that of an employee's
654 parent, legal guardian, spouse, step-parent, sibling or step-sibling, sibling-in-law, father-
655 in-law, mother-in-law, child or step-child, grandchild, grandparent, son-in-law, or

656 daughter-in-law), a maximum of two (2) consecutive twenty-four (24) hour duty periods
657 of leave will be granted with pay to such employee, if needed.

658 If additional funeral leave is needed for the above-named relatives, then it will
659 be charged to sick leave.

660

661 Section 4. Limitation on Funeral Leave. Funeral leave may not be substituted for
662 previously scheduled paid leave days

663

ARTICLE 15 - SICK LEAVE

664

665 Section 1. Accumulation. After a firefighter has been employed for one (1) year
666 of service, he/she will be granted sick leave credit equal to ten (10) 24 hour work days at
667 his/her hourly pay rate. For each year of service after the first year, an additional ten
668 (10) days of sick leave credit will be granted on the anniversary date. Such sick leave
669 credit of ten (10) days for each year may be accumulated to a total of not more than
670 one hundred (100) days. All sick leave use is subject to the conditions in Section 2 of this
671 Article. Firefighters in their first year of employment may be fronted three (3) shifts of
672 sick time for the employee's illness at the discretion of the Chief or Chief's designee,
673 which will be deducted off of their sick leave after one year of employment. Employees
674 who separate within their first year of employment with a negative sick leave balance
675 will be required to reimburse the City on a pro-rata basis.

676

677 Section 2. Use of Sick Leave. Any employee may use sick leave with pay for
678 absences necessitated by injury or illness of the employee or of a member of the
679 employee's immediate family residing in the employee's household or exposure to
680 contagious disease. For purposes of this Article, a female employee who is unable to
681 perform her duties because of pregnancy or recovery from child birth shall be eligible
682 for sick leave.

683 In order to be granted sick leave with pay, an employee must (a) report promptly
684 to his/her department head or his/her designee the reason for the absence; (b) Except
685 for the first call-in in a calendar year; submit to a physician's examination provided by
686 the City if sick leave extends beyond eight hours; (c) keep the department head or
687 his/her designee informed of the employee's condition if the absence is of more than
688 three (3) working days duration; (d) provide notice of status at least 12 hours prior to
689 the beginning of the next regularly-scheduled work period; (e) provide a personal
690 physician's statement that the employee is unable to work if the absence is for more
691 than one work day. Provision (e) would be unnecessary if the examination provided by
692 the City verified the need to be off for more than one work day. In the event provision
693 (b) is invoked, the Chief shall provide a letter of explanation, including reasons for
694 invoking this provision, to the union president within seven days.

695 City may verify sick leave.

696

697 Section 3. Sick Leave Credits. Credits beyond the maximum accumulated ninety
698 (90) days on the anniversary date of employment will be paid each employee each year

699 on the basis of one-half (1/2) the value of excess credits when the employee's total first
700 exceeds ninety (90) days. Thereafter, employees shall be paid as follows: On the
701 anniversary date of employment, each employee shall be paid one-half (1/2) of the sick
702 leave credits over ninety (90) but not more than five (5). The number of sick days the
703 employee had taken between the last anniversary date and the present anniversary
704 date shall be deducted from the 10 credits earned for the year, and the remaining days
705 shall be added to the employee's total. The difference between the last anniversary
706 date total and the present anniversary date total shall be used in computing the amount
707 of sick days the employee shall be paid for. One-half (1/2) of the difference shall be paid
708 for and the other one-half (1/2) shall be added to the employee's total. This process
709 shall continue until the employee has accumulated one hundred (100) days. Once the
710 employee accumulates one hundred (100) days, the same process for payment shall
711 continue except that the employee shall not receive any unpaid sick leave credit over
712 (100) days.

713 Employees who retire may elect to have either a cash payment or to have the
714 employer retain all of the sick leave credits for payment of the cost of continued
715 coverage under the group hospital and surgical insurance policy. If the employee
716 chooses the second option the Finance Director's office shall record the employee's
717 credits and payments and shall notify the employee when the fund is exhausted. Should
718 the employee desire to withdraw any remaining credits at any time, the employee may
719 do so, but in no event may the employee return to the fund thereafter. However, the
720 employee would thereafter be entitled to continue health insurance under the group
721 policy by making personal payments. Should there remain an amount in the employee's
722 account smaller than the amount of health insurance premium, the employee may add
723 the difference from personal funds or may withdraw that amount and pay the entire
724 premium from personal funds.

725 All sick leave credits accumulated by employees who leave the employment of
726 the City either by choice or dismissal shall be canceled and no payments be made.
727 Employees eligible for retirement annuity or in the event of death while in service will
728 receive all sick leave credits accumulated by them from the City immediately upon
729 retirement or death.

730 All sick leave credits are to be computed by dividing the annual wage or salary by
731 two hundred three and thirty-three hundredths (203.33) days in order to arrive at the
732 daily wage or salary rate.

733 **ARTICLE 16 - DUTY-INCURRED DISABILITY PAY**

734
735 Section 1. Worker's Compensation. Employees subject to this Agreement shall
736 be entitled to Worker's Compensation pursuant to the provisions of the Wisconsin
737 Statutes and laws-of the State of Wisconsin.

738
739 Section 2. Death or Disability Benefit. In the event of the duty-incurred total
740 disability or death of an employee, the employee or, in the case of the employee's
741 death, then the employee's estate, shall be paid in one lump sum, one (1) year's regular

742 pay at the rate in effect at the death or the commencement of the disability, in addition
743 to the sick leave, worker's compensation, state life insurance, or any other benefits to
744 which said employee or his or her estate is entitled, by virtue of this Agreement or
745 employment. A "total disability" shall be a disability as defined in Section 40.63(1)(b)
746 and (11), Wis. Stat. (1981-1982). An order awarding Section 40.65, Wis. Stats., special
747 disability or death benefits to an employee or his spouse, whether based on the
748 operation of Section 891.45, Wis. Stats., or on other evidence, shall be conclusive
749 evidence that a disability or death is "duty-incurred." For purposes of this section, the
750 term "regular pay" shall be defined to consist of base salary plus longevity, educational
751 credit payments, any EMS differential payments, and 72 hours of vacation pay at the
752 "hourly wage."

753 **ARTICLE 17 - INSURANCE AND PENSION**

754 Section 1. Health Insurance.

755 (a) Description of Coverage. If there is a determination by the WERC or the
756 Wisconsin Supreme Court that any element of health insurance, other than premium
757 contributions, is a mandatory subject of bargaining, the parties will negotiate over the
758 mandatory subject with the benefit provided in 2011-2012 as the base for such
759 negotiations, there shall be no retroactivity of such benefit.

760
761 (b) Premium Contribution. The City agrees to pay 87.5% of the premium for
762 employees having single and family plan coverage and employees will pay 12.5% of the
763 premium for single or family plan coverage.

764 The City's contribution to the health insurance premium for part time employees
765 hired on or after January 1, 1990 shall be prorated.

766
767 Section 2. Pension. The employee shall pay the full employee share of the
768 contribution to the Wisconsin Retirement Fund.³

769
770 Section 3. Life Insurance. The City shall pay 11/12ths of the life insurance
771 premium for each employee to the next \$1,000.00 of said employee's salary. The City
772 shall deduct by payroll deduction the employee's share and forward it to the trustees of
773 the group plan.

774
775 Section 4. Health Insurance for Retirees. Effective January 1, 1979, the City shall
776 pay 50% of the health insurance premiums for paragraphs (a) and (b) below.

777 (a) Retirees. Any participating employee of the Group Hospital, Surgical, Major
778 Medical may elect to continue to be covered as part of the Group under the rules of the
779 plan until reaching the age of 65. This benefit is designed to provide coverage for
780 employees forced to retire under disability provisions of Chapter 62.13 and the
781 Wisconsin Retirement Fund.

³ Union began contributing full employee share on January 2, 2014.

782 The provisions of Article 17, Section 1, shall apply to such retired employees.
783 However, an employee forfeits and waives all benefits under this provision if he/she
784 becomes covered by any other group health insurance plan. Coverage under this plan
785 will cease when the employee reaches the age of 65. After an employee reaches the
786 age of 65, said employee may elect to stay in the group insurance but the full cost of the
787 premiums must be paid by the employee.

788 Any retired Firefighter who has become eligible for other hospital, surgical,
789 major medical insurance and loses that eligibility, shall upon written request to the City,
790 be reinstated in the City's hospital, surgical, major medical insurance plan under the
791 provisions of Article 17, Section 1 without a physical examination or waiting period.

792 (c) Dependent Survivors. In the event that an active or retired firefighter dies
793 leaving dependent survivors, those survivors shall be entitled to health insurance under
794 the provisions of Article 17, Section 1 until such time as single dependents exceed the
795 age for dependent coverage under the terms of the City health insurance policy or until
796 the surviving spouse of the deceased firefighter shall remarry, obtain other health
797 insurance coverage, or reach the age of 65.

798 Section 5. Malpractice Insurance. The City agrees to provide insurance to cover
799 employees in the event liability or damage claims are made while the employees are
800 performing their duties.

801

802 Section 6. Cafeteria Plan. Firefighters shall have access to all cafeteria plans
803 (HSA, FSA, dependent care) available to general municipal employees.

804

ARTICLE 18 - SAFETY

805

806 Section 1. Safety Glasses. The City agrees to pay 75% of the cost of one (1) pair
807 of safety glasses for each employee requiring the glasses but the cost to the employee
808 shall not exceed \$5.00. The City will then pay the difference. The employee shall pay
809 for special features. The employee shall pay for the examination. This provision shall
810 apply to each employee only once unless there is a change in prescription. This benefit
811 is not transferable among employees and is not transferable to members of the
812 employee's family or to anyone else. This benefit is for the employee only. All glasses
813 or contacts broken while on duty shall be replaced by the City with the City responsible
814 for all costs of replacement.

815 Air mask face piece spectacles may also be purchased under the provisions of
816 this section. The City will contribute an amount equal to the amount the City normally
817 contributes for an average pair of basic safety glasses. The employee's direct
818 contribution will not exceed \$5.00. The remaining cost may be charged by the
819 employee against the clothing allowance.

820

821 Section 2. Firefighter Safety. In an effort to provide a minimum amount of
822 safety to firefighters, the City shall comply with the first sentence of SPS 330.14(3)(a)

823 and SPS 330.11(1)(a) as of January 1, 2020, and as they may be amended from time to
824 time.

825 **ARTICLE 19 - JURY DUTY**

826

827 An employee may be granted a leave of absence with pay if called for jury duty
828 unless excused from duty. Any compensation derived from such duty shall be turned
829 over to the City.

830 **ARTICLE 20 - SAVING CLAUSE**

831

832 If any Article, sentence, clause or phrase of this Contract shall be held, for any
833 reason, to be inoperative, void, or invalid, the validity of the remaining portions of this
834 Contract shall not be affected.

835 In the event that any Article or Section of the Agreement is held invalid or
836 enforcement of which has been restrained, the parties affected thereby shall enter into
837 immediate collective bargaining negotiations, upon the request of the Union, for the
838 purpose of arriving at a mutually satisfactory replacement for such Article or Section
839 during the period of invalidity or restraint.

840 **ARTICLE 21 - AMENDMENT PROVISION**

841

842 This Agreement is subject to amendment, alteration, or addition only by
843 subsequent written agreement between, and executed by, the City and the Union
844 where mutually agreeable. The waiver of any breach term or condition of this
845 Agreement by either party shall not constitute a precedent in the future enforcement of
846 all its terms and conditions.

847 **ARTICLE 22 - MAINTENANCE OF EMPLOYMENT CONDITIONS**

848

849 All conditions of employment relating to wages, hours of work differentials,
850 general working conditions and practices which are not specifically provided for in this
851 Agreement and which are mandatory subjects of bargaining shall be maintained at not
852 less than the highest minimum standard in effect at the time of signing of this
853 Agreement, and the conditions of employment shall be improved wherever specific
854 provisions for improvements are made in this Agreement.

855 **ARTICLE 23 - STRIKES AND LOCKOUTS**

856

857 Section 1. Prohibition. There shall be no lockout on the part of the employer
858 and there shall be no strike, work stoppage or slowdown authorized, sanctioned,
859 approved or engaged in by the Union against the City during the term of this
860 Agreement.

861

862 Section 2. Union Responsibility. It is further agreed that in all cases of
863 unauthorized activity (i.e. strikes, work stoppages or slowdowns) the Union shall not be
864 liable for damages resulting from such unauthorized acts of its members and shall
865 undertake every reasonable means to induce employees to return to work.

866 **ARTICLE 24 - HEALTH PROGRAM**

867

868 Section 1. Medical Examinations. Each member of the bargaining unit agrees to
869 submit to no more than one medical examination every three years as directed and paid
870 for by the City, which will include profession-specific screenings. Medical exams will be
871 administered on a bargaining unit-wide basis unless the City has reasonable cause to
872 believe that the physical condition of a particular employee could adversely affect the
873 ability to perform the duties of a firefighter. Medical exams which are administered to
874 different portions of the bargaining unit over a staggered three-year period shall be
875 regarded as being administered on a bargaining unit-wide basis.

876 L368 members shall be entitled to complete confidentiality with respect to any
877 and all medical examinations and physical assessments conducted pursuant to this
878 program. The city will not require Local 368 members to waive patient/physician
879 confidentiality with respect to the results of any portion of the medical examination,
880 their medical records or physical, except if evaluations are needed to determine fitness
881 for duty and workers compensation purposes.

882 Section 2. Fitness. The fitness program shall consist of ninety (90) minutes per
883 day, preferably between 0800 and 1000 hours, for physical fitness activity and a clean-
884 up period. Employees shall wear appropriate and respectable exercise attire while
885 exercising. Employees shall be permitted to wear their uniforms or turnout gear over
886 exercise attire if they are responding to a call. Approved (by the Chief) workout attire
887 may be purchased through the employee's clothing allowance. The City will support the
888 program as fiscally possible.

889

890 Section 3. Fit-For-Duty. Physical exams will be administered on a unit-wide basis
891 unless the City has reasonable cause to believe that the physical condition of a
892 particular employee could adversely affect the ability to perform the duties of a
893 firefighter. In that case, administration will supply the employee with a letter of
894 reasoning for the decision to have a physical exam performed out of the scheduled
895 three-year cycle. If an initial physical exam indicates an employee has a physical
896 problem which does not permit the employee to return to work, the employee will have
897 to use sick leave or light duty until a confirmatory test affirms that the original diagnosis
898 found during the exam is correct.

899

900 Section 4. Payment Responsibility. The cost of all initial required assessments,
901 tests, and exams shall be at the expense of the city. Confirmatory tests are the initial
902 responsibility of the affected employee. If the confirmatory test concludes that the
903 initial suspected diagnosis which prevented the employee from returning to work was

904 not correct, the City would agree to pay any out-of-pocket costs incurred by the
905 employee which were not covered by the employee's health insurance.

906 **ARTICLE 25 - RESIDENCY PROVISION**

907
908 All employees hired after January 1, 2001 shall establish their primary residence
909 within twenty-five (25) miles of the City of Manitowoc limits within one year of
910 employment.

911 **ARTICLE 26 - LINEN AND LAUNDERING PROVISION**

912
913 Section 1. Linen. Manitowoc Fire Department agrees to supply each member of
914 L368 with two fitted bed sheets, two flat sheets, two pillow cases, and two bath towels.
915 The City agrees to replace above mentioned bed linen and towels when they have
916 become worn out. L368 agrees that its members shall replace any above-mentioned
917 items lost or damaged by any of its members- ordinary wear and tear excepted.
918 Individual clothing allowance funds can be used to replace any lost or damaged sheets
919 with a limit of four sheets (fitted or flat), two towels, and two pillow cases per calendar
920 year.

921
922 Section 2. Laundering. The city agrees to provide L368 members with a minimum
923 of one functioning washer and one functioning dryer at each firehouse. L368 members
924 agree to wash and dry kitchen cloths, vehicle drying rags, and department issued clothes
925 and linens. Any laundering duties shall not interfere with other duties assigned at the
926 time. No ambulance linens shall be washed by Local 368 members.

927 **ARTICLE 27 - DURATION AND NEGOTIATION TIME TABLE**

928
929 Section 1. Duration. This Agreement shall be effective as of January 1, 2022 and
930 remain in force and effect to and including December 31, 2024 and shall renew itself for
931 additional one year periods until and unless either party before the expiration of the
932 Agreement or in the case of annual renewal terms thereafter, before July 1 of this or
933 any subsequent year thereof, notifies the other party in writing that it desires to alter or
934 amend the same at the end of the contract term, except, however, that where
935 negotiated, the terms and provisions of this existing Agreement shall be deemed to
936 continue, but subject to retroactivity and other provisions of the new Agreement as
937 finally negotiated and signed, but in no event shall the provisions of Article 23 be
938 effective.

939
940 Section 2. Negotiations. The parties recognize their duty to bargain in good
941 faith and therefore negotiations may begin at any time, preferably prior to August 15,
942 and the parties shall attempt to complete negotiations by the last Tuesday of October.

943 **ARTICLE 28 - OFF-DUTY EMPLOYMENT**

944

945 Members of Local 368 will be prohibited from performing firefighting or
946 emergency medical services for any municipalities within the county or any rival
947 organization operating a paid, partially paid, paid on-call or volunteer department in
948 competition of another local unionized fire department.


13th In witness whereof, the parties hereto have executed this Agreement on this
day of December, 2021.


INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 368

CITY OF MANITOWOC

By: 
Kerry Peck, President

By: 
Justin M. Nickels, Mayor

Attest: 
Jeremy Wagner, Secretary

Attest: 
Mackenzie Reed-Kadow, City Clerk

APPENDIX A – GLOSSARY

Definitions

Annual base salary (Article 5, Article 15): Base salary (monthly pay as detailed in Article 9, Section 1(a)) multiplied by 12 months

Base salary (Article 9, Article 17): monthly pay as detailed in Article 9, Section 1(a)

Double-Time: Straight time x 2

Half-Time Premium (Article 4): Half of hourly pay

Hourly Pay (Article 15)/Hourly Wage: annual base salary/2912

Regular Pay (Article 16): Base salary + longevity + educational credits + EMS differential payments + 72 hours of vacation pay at hourly wage

Straight Time (Article 5): the sum of EMS pay, educational credit pay, longevity, and annual base salary and dividing that sum-by two thousand, nine hundred and twelve (2,912) hours