

CITY OF RACINE / LOCAL 321, IAFF

**2018-2020
TENTATIVE AGREEMENT
FOR PRESENTATION TO THE FINANCE & PERSONNEL COMMITTEE**

December 11, 2017

Prepared by:
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**2018-2020 Tentative Agreement for Finance & Personnel Committee
City of Racine and IAFF Local 321**

ARTICLE I - CONDITIONS AND DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective from the 1st day of January, 2018, at 0001 hours until December 31, 2020 at 2400 hours

ARTICLE II - TIME TABLE FOR NEGOTIATIONS

The City and Union agree to schedule a meeting for the simultaneous exchange of proposals for the successor Agreement on or about August 15th of the last year of this Agreement.

ARTICLE VIII - SUSPENSION, REDUCTION IN RANK, OR REMOVAL

Suspension, reduction in rank, or removal will be conducted pursuant to the procedures set forth in Wisconsin Statute section 62.13.

ARTICLE XIV - INSURANCE AND PEER FITNESS TRAINER PROGRAM

2) Wellness Incentive: Employees, employees' spouses, retirees and retirees' spouses covered by the City health insurance plan who complete the wellness program requirements will be eligible to receive an incentive payment. An employee or retired employee shall be eligible for a \$200 wellness incentive payment. Employees' spouses and retirees' spouses shall be eligible for a \$100 wellness incentive payment. Employees and retirees will be eligible for no more than two payments per family per year. Wellness program requirements and incentives may be modified, by policy, at the city's discretion. Such payment shall be made by check and is taxable income subject to normal payroll deductions.

ARTICLE XIV - INSURANCE AND PEER FITNESS TRAINER PROGRAM

Members of the department shall receive an annual monetary stipend payable by December 31st of each year for 75 or more hours of participation in the Peer Fitness Initiative. Members must complete a minimum of 75 hours annually of Peer Fitness Training to be eligible for the stipend. The stipend shall be paid for no more than 100 hours of participation in the Peer Fitness Initiative. All hours shall be verified by company officers, and recorded in the computerized training database maintained by the department. Only on duty workout time shall be considered in meeting the annual hour requirement. There shall be no assigned workout times. For the Peer Fitness Training Stipend the annual hourly requirement total shall be measured from December 1st through November 30th of the following year.

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ARTICLE XIV - INSURANCE AND PEER FITNESS TRAINER PROGRAM

For **2018**, the stipend shall be payable at **\$6.94** per hour. The stipend shall increase annually at an amount equal to the wage rate percentage increase. (See Appendix 'B').

Peer Fitness Trainers who are certified, maintain their certification and provide documented guidance to department members on a regular basis shall receive an additional monetary stipend annually payable by December 31st. The Fire Chief in his/her sole discretion shall determine the total number of PFT trainers for the program. For **2018**, the additional stipend for Peer Fitness Trainers shall be **\$694.00**. Payment of the stipend shall be pro-rated based on **the number of months of participation as a Peer Fitness Trainer and maintaining their ACE certification during the twelve months immediately prior to December 1st of each year. Peer Fitness Trainers who are not ACE certified do not receive the Peer Fitness Trainer stipend.** The stipend shall increase annually at an amount equal to the wage rate percentage increase. Payment of the stipend for any year shall be pro-rated based on the number of months of participation by the Peer Fitness Trainer.

ARTICLE XVII - VACATION BENEFITS

General information regarding Vacation Picks:

Vacation picks as they are accrued.

Employees may split the two weeks of vacation in accordance with departmental policy.

Vacation will start on the first day of four days off.

The number of Captains allowed off at any one time will be **two**.

Pay back of trades will be increased to one year provided that all trades must balance at the end of the calendar year.

ARTICLE XIX - PROMOTIONAL PROCEDURE

The eligibility list for each of the above-listed positions shall be made up by ranking in order of their seniority candidates who have achieved a grade of at least seventy percent (70%) on the written test.

In order to take the written test for Lieutenant, a Firefighter must have five (5) full years of continuous service in the Racine Fire Department. In order to take the exam for Captain, a Lieutenant must have two (2) full continuous years in the grade of Lieutenant (F-4.0 through F-4.85). In either case, the employee must be certified in the following areas: **Truck, Engine, Quint, EMT (Basic or Paramedic), and state certification as a Fire Officer 1.** **In the event the training officer is not able to schedule for certification any firefighter who makes his/her wish to become driver certified and State Fire Officer 1 certified known in writing or by email at least sixty (60)**

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calendar days prior to January 1 of the year in which the test is given, the training officer shall execute a letter exempting that firefighter from the driver certification or State Fire Officer 1 certification provision of this Agreement one time in a firefighter's career.

State Certification as Fire Officer 1 is an optional requirement prior to March 1, 2019 the 2019 Promotional Exams. Effective immediately after the 2019 Promotional Exams March 1, 2019 members must successfully complete and receive State Certification as Fire Officer 1 for all Lieutenant and Captain promotional exams.

ARTICLE XIX - PROMOTIONAL PROCEDURE

7) Probationary Period: A Firefighter who is promoted within the bargaining unit shall serve a probationary period in his/her new position for six (6) months following the date of his/her promotion. During this probationary period, the Firefighter shall be entitled to return to his/her former position at his/her former rate of pay if he/she so decides or, if in the Fire Chief's sole judgment the Firefighter is not sufficiently qualified in the position to which he/she was promoted, he/she may be returned to his/her former position at his/her former rate of pay. The City may be required to show the reasonableness of such action through the Grievance Procedure. In the event that an employee returns to his/her former position and former rate of pay for any reason under the terms of this Section 7, the employee who filled the position from which he/she was promoted shall also automatically be returned to his/her former position and former rate of pay. Members Employees who are bumped back in rank as a result of another member employee exercising their CBA rights to return to their former position or assignment during their probationary period will be required to take future promotional exams if they are not promoted from an existing promotional list. In the event the bumping provision of this section takes place within three months on either side of a regularly scheduled promotional exam, which is held every two years in the odd numbered year, the member being bumped back will be placed first on the subsequent promotional list. If the bumped member is not promoted off the subsequent promotional list the member employee must retest for future promotional opportunities.

ARTICLE XX - FUNERAL LEAVE

1) 56-Hour Employees: Where there is a death in the immediate family of a 56-hour employee, the employee shall be granted a funeral leave with pay for lost time up to ~~of~~ two (2) workdays. Immediate family is defined as a mother, father, sister, brother, husband, wife, son, or daughter. Employees shall be granted a funeral leave with pay of one (1) workday in the event of the death of one of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, step children, step parents and step siblings. Paid funeral leave will not be granted for step-relatives except as defined above. In the event that this allowance is exceeded, additional time off may be granted at the discretion of the Chief and shall be repaid by the employee within the work cycle within which

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the additional time off is taken. Requests for additional time off shall be submitted in writing to the Chief.

2) 40-Hour Employees: Where there is a death in the immediate family of a 40-hour employee, the employee shall be granted a funeral leave with pay for lost time up to three (3) workdays. Immediate family is defined as a mother, father, sister, brother, husband, wife, son, or daughter. Employees shall be granted a funeral leave with pay of one (1) workday in the event of the death of one of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, step children, step parents and step siblings. Paid funeral leave will not be granted for step-relatives except as defined above. In the event that this allowance is exceeded, additional time off may be granted at the discretion of the Chief and shall be repaid by the employee within the work cycle within which the additional time off is taken. Requests for additional time off shall be submitted in writing to the Chief.

ARTICLE XXII - SICK LEAVE AND CASUAL DAYS

Sick leave shall be as follows:

1) Definitions:

For all members of the Department on 24-hour shifts a day of sick leave shall mean 11.2 working hours.

For all members of the Department, on other than 24-hour working shifts, a day of sick leave shall mean 8 working hours.

Sick Leave is to be utilized for personal illness, personal injury, other personal physical incapacity or acute family medical emergency. In addition Sick Leave may be used for medical appointments at the least disruptive time in accordance with the departmental needs. Sick Leave shall not be used as vacation or casual time off.

Employees working a 40 hour work week who are absent due to illness for more than three consecutive work days or two consecutively scheduled work days for employees working a 56 hour work week are required to furnish a certificate of illness signed by a licensed physician physician's assistant, or nurse practitioner upon request and a release to return to work (Work Status Report) signed by a licensed physician in some cases before they can return to work.

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ARTICLE XXII - SICK LEAVE AND CASUAL DAYS

- 4) Retirement Gratuity: Effective January 1, 1983, upon retirement or death, a gratuity of fifty percent (50%) of base pay and longevity amounts for accrued sick leave hours to a maximum of 1,344 hours shall be paid to those employees working 24-hour shifts and to a maximum of **1,120** hours for employees working 8-hour shifts.
- 5) Effective January 1, 2010, and annually thereafter, the following attendance incentive program for full time bargaining unit members shall be implemented.

Fifty-six hour employees shall be eligible for up ~~to Forty Eight Seventy Two (48 72)~~ hours of casual time off annually. The employee shall earn casual time off based on the following schedule:

- ~~Twenty four Thirty Six (24 36)~~ hours of casual time off for maintaining more than 672 hours of sick leave.
- ~~Forty eight Seventy Two (48 72)~~ hours of casual time off for maintaining more than 1200 hours of sick leave.

Total casual time off shall not exceed ~~forty eight Seventy Two (48 72)~~ hours annually. Sick time balances shall be determined on January 1st of each calendar year.

Employees assigned to a 40 hour work week shall be eligible for up to ~~forty (40) thirty two (32)~~ hours of casual time off annually. The employee shall earn casual time off based on the following schedule:

- ~~Ten (10) Eight (8)~~ hours of casual time off for maintaining more than 320 hours of sick leave
- ~~Twenty (20) Sixteen (16)~~ hours of casual time off for maintaining more than 480 hours of sick leave
- ~~Thirty (30) Twenty four (24)~~ hours of casual time off for maintaining more than 640 hours of sick leave
- ~~Forty (40) Thirty two (32)~~ hours of casual time off for maintaining more than 900 hours of sick leave.

Sick time balances shall be determined on January 1st of each calendar year.

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The casual time off must be used during the year in which it is earned and cannot be carried forward. Any remaining casual time not used during the year in which it is earned cannot be cashed out at retirement or upon termination of employment.

Employees assigned to a 40 hour work week shall be permitted to take casual time off in a minimum of four-hour increments. FPB members shall coordinate casual days off with the FPB Division Chief. The Administrative Lieutenant shall coordinate casual days off with the Fire Chief. Casual time off for 56 hour shift personnel shall be selected in the following manner at the end of all other vacation, contract time off and holiday picks annually. Casual time off shall be selected by department seniority on a platoon basis during annual Vacation Picks. Casual Time off shall be picked after all other vacation and holiday time off has been selected. Each member may choose to take twenty-four or forty-eight hours of contiguous casual hours off depending on their eligibility. If the member opts to split their casual time off into non-contiguous casual hours off the first 24 hours must be taken as their first pick. Subsequent picks must be taken in 24 hour intervals depending on eligibility. Picks will proceed until all casual hour picks have been exhausted. Members who accrue 36 hours of Casual Time Off must take the first 24 hours as their first pick. The remaining 12 hours can be taken in any open vacation slot from 0700 to 1900 hours or 1900 to 0700 hours. A minimum of six members may be on vacation, holiday or casual time on any given work day. Of those six members, a maximum of three two may be Captains. For the purposes of picking casual days, only one member per company may be off on vacation, holiday or casual day at one time. There is no limit on vacation picks for Lieutenants.

ARTICLE XXIII - CLOTHING ALLOWANCE

The city will purchase all protective clothing and daily uniforms for members of the department. Personal protective clothing (PPE) will be replaced for 20% of the authorized strength of the fire department members annually. Date of manufacture or a printed receipt showing the purchase date of the PPE will be utilized in determine the age of the PPE. The department will not provide backup firefighting gear. Over time the primary set of firefighting gear (PPE) will become a backup set of PPE as new PPE is acquired. Members are required to clean and launder their protective firefighting gear at the end of their work shift after every working fire using commercial washer equipment provided for that purpose. Life expectancy of the protective clothing and station uniforms is defined in the fire department SOPS. Members who wish to upgrade their PPE clothing or station footwear will cover the difference between standard issue price and the upgraded price. In the event the upgraded price is less than the standard issue price there will be no refund of the cost difference.

PPE that is within its normal life expectancy which is damaged as a result of an emergency response will be evaluated by the clothing committee or a third party to determine whether the item(s) will be repaired or replaced. PPE that is lost, misplaced or abused by a member will be

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replaced at the expense of the member. PPE that is stolen will be replaced when a police report of the theft is provided to the clothing committee.

Station Uniforms will be provided by the department and consist of the following:

- Four t-shirts
- Three polo shirts
 - *** Between t-shirts & polo shirts members may request no more than 3 polo shirts. Example: 5 t-shirts and 2 polo shirts, 6 t-shirts and 1 polo shirt. ***
- Three pair of uniform pants (standard or EMS)
- Two Turtle neck shirts if requested
- One work or job shirt if requested
- One Class B Eisenhower Coat
- One Class A light blue shirt
 - ***Fire Prevention Bureau between polo shirts and Class A light blue shirts members may request up to three Class A light blue shirts in lieu of polo shirts. Example: Two Class A light blue shirts and one polo shirt, three Class A light blue shirts and no polo shirts. ***
- One Class A tie
- One Class A coat
- One Class A pants
- One Class A hat
- One pair of Class A shoes
- One pair of Class B or C shoes
- One Service Belt
- Six pairs of socks

When requesting new station uniform items old station uniform items must be turned in for a one to one exchange. Exception – Station uniforms purchased prior to January 1, 2018 by individual members do not need to be turned in to the department. Station uniforms which exhibit unusual wear and tear or abuse in a time frame that is less than the expected life expectancy of the item as defined by the SOP will be subject to further review by the Clothing and Safety Committee for a recommendation.

Uniform pants, Class A shirts or any shirt requiring shoulder patches and shoes may not be stocked at the fire department. When those items are in need of replacement a fire department voucher will be issued and the member will then present that voucher to the designated clothing vendor for the replacement item.

All fire department issued PPE clothing and fire department issued station uniforms must be returned upon separation of employment prior to the issuance of the employee's sick time payout. In the event an employee has opted to upgrade their PPE clothing the employee will be

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allowed to purchase their PPE from the fire department based on the life expectancy of the item and on a pro-rated basis. Hypothetical Example: A member has upgraded their PPE boots at an additional cost of \$100 and they wish to keep their boots upon separation from employment. The life expectancy of the boots is five years. The standard cost to the fire department issued boots was \$200. The employee separates from employment after 3 years of use. The remaining life expectancy of the boots is 2 years. The employee may purchase the boots from the department for \$80 (($\$200/5$)*2 years of useful life remaining).

Starting January 1, 2018 station uniforms will be replaced on an as needed basis until all new station uniforms are provided by the department. When requesting new station uniform component(s) a chief officer and one union member designated by the Executive Board will evaluate the station uniform request before new station uniform component(s) are issued. After the evaluation of station uniform component(s), any items showing marked signs of normal wear and tear will be replaced with department issued uniform component(s).

It is expected that all fire department provided clothing will be utilized exclusively for the benefit of the Racine Fire Department. Members are prohibited from using fire department issued PPE and Station Uniforms with other fire departments, technical colleges or for fire service training not sanctioned by the Racine Fire Department.

ARTICLE XXIV – HOLIDAYS AND COMPENSATORY CONTRACT TIME OFF

Members of the unit shall be granted nine ten (9 10) calendar days off per year in lieu of nine ten (9 10) paid holidays, such days not to be taken consecutively with the regular vacation period, except with the discretion of the Chief of the Department; provided, however, that such nine (9) calendar days shall be taken consecutively at a time within the discretion of the Chief of the Department. Said nine (9) calendar days shall commence on the first scheduled workday of the nine (9) day work cycle.

Members of the unit shall be granted nine ten (9 10) calendar days off per year in lieu of the following holidays:

- 1) New Year's Day
- 2) Spring Break Holiday
- 3) Easter
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Thanksgiving Day
- 8) Christmas Day
- 9) New Year's Eve Day
- 10) Floating Holiday

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These calendar days are listed for the purposes of determining the accrual of holidays earned by employees working for the Department.

For 40-hour uniformed personnel, Spring Break Day and Easter shall be designated as floating holidays to be taken at the discretion of the employee with the concurrence of the employee's supervisor.

Effective 01-01-~~2018~~, 40-hour, uniformed personnel shall be entitled to ~~one (1) additional holiday (the day after Thanksgiving)~~ for a total of ~~eleven~~ twelve (11-12) holidays. Eleven (11) holidays and shall follow the City Hall holiday schedule, and the twelfth holiday will be a floating holiday. Each listed holiday represents 8 hours of time off.

For 56 hour personnel the additional 8 hour floating holiday will be combined with 16 hours of contract time off for one additional 24 hour day off to be selected during any open vacation period day at the end of vacation picks after before casual time off is selected. Each listed holiday represents 8 hours of time off.

Compensatory Contract Time Off: Effective in 2004, 56-hour personnel shall receive eight (8) hours of compensatory contract time off which can be used, cashed out at the end of the year, or carried forward into the following year. Effective in 2005, and thereafter unless modified by negotiation between the parties, 56-hour personnel shall receive an additional eight (8) hours of compensatory contract time off for a total of 16 hours per year. It will be the employee's choice to take all accumulated compensatory contract time off during the calendar year, receive 16 hours of pay at the end of the year, or roll a maximum of 8 hours into the following year. EFFECTIVE January 1, 2018 56 hour personnel shall receive forty eight (48) hours of contract time off annually. It will be the employee's choice to take thirty two (32) hours of the accumulated contract time off during the calendar year, receive thirty two (32) hours of pay at the end of the year, or roll over a maximum of sixteen (16) hours into the following year. Sixteen (16) of the forty eight (48) hours of this Contract Time Off will be combined with the eight (8) hour floating holiday to create one additional 24 hour day off to be selected during any open vacation period day at the end of vacation picks after casual time off is selected.

All 40 hour personnel shall receive a total of twelve (12) hours per year of Contract Time Off. The twelve hours of Contract Time Off may be taken in four (4) hour blocks of time based on the staffing needs of the department.

A) Retirees

- 1) Any employee who is anticipating retirement and wishes to have his/her compensatory contract time off 'cashed out' before his/her retirement date, must notify the Administrative Lieutenant and the Human Resources Department, in writing, at least thirty (30) calendar days before said retirement date of his/her desire to be 'cashed out' in the year of retirement.

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B) Other Employees

- 1) Any employee not covered by Section A above who wishes to have his/her compensatory contract time off 'cashed out' at the end of the calendar year, shall receive the payment at the rate of pay during the year in which the compensatory contract time off entitlement was earned.

Footnote – This Contract Time Off is NOT FLSA compensatory time off and when a payout is requested, is paid out at straight time.

ARTICLE XXVII - OVERTIME PAY

8) Recall Procedure: Members shall be called back at the discretion of the Chief. Recalls shall be taken from the recall list which will be by the last recall date or by date of hire. Notification Procedure – Battalion Chiefs will contact eligible members by one or more of the following methods: personal contact, global connect or other technology solutions. Members will have up to thirty (30) minutes to call back from the initial recall notification alert. Personal contact with a member will require an answer within five to ten minutes from the time of contact. When the member calls back, if the position is filled, no compensation is due. A member's name will not be removed from the recall list if he/she refuses the call-back because the day for which he/she was called required that he/she work while on vacation or holiday if the recall creates 72 or more hours continuous hours of work. Provided there is an opening available, any Firefighter called back may be assigned to work within his/her designated rank. Any call back of less than 17 hours will not remove an employee from his/her position on the recall list.

ARTICLE XXVII - OVERTIME PAY

9) Holiday Recall and Special Event List: For scheduled holidays or special events the department will create a list of those members who would be willing to be recalled on a given holiday or for a special event. Members will submit their interest in being placed on the holiday or special event recall list a minimum of seven (7) days in advance of the holiday or special event by email to all three Battalion Chiefs. Following the order of the established recall list Battalion Chiefs or Fill in Battalion Chiefs will start at the top of the holiday or special event established recall list working their way down the holiday or special event recall list by a member's last recall date or by date of hire. Members accepting the recall will go to the bottom of the normal recall list. For holiday or special event recalls that are less than 17 hours the employees' name will not be removed from their position on the current recall list.

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ARTICLE XXIX - WORK OUT OF CLASS AND TRADES

Whenever an employee shall perform full-time work out of his/her grade for four (4) consecutive hours (two (2) consecutive hours for Bureau personnel), he/she shall be paid for the full time so engaged at either his/her own rate or the rate of the job, whichever is higher. For members of the department hired after the ratification of this Collective Bargaining Agreement in 2009 and with less than 36 months of seniority, their work out of class payment shall be calculated using the percentage difference between full private's pay and the work out of class position they are filling. Example 1 – F 2.0 Full Paid Private with 36 or more months of seniority is filling in as an F 2.6 private on the Rescue Squad. The percentage difference between these two pay rates is 3.6589% multiplied by the new hire's normal rate of pay for the WOOC rate of pay. Example 2 – F 2.0 Full Paid Private with 36 or more months of seniority is filling in as a Driver/Operator F 2.5. The percentage difference between these two pay rates is 2.1649% multiplied by the new hire's normal rate of pay for the WOOC rate of pay.

~~For emergency calls dispatched as PI Accidents where members primarily assist with EMS responsibilities, members of the engine, truck, or quint company shall receive four hours of EMS work out of grade. This provision requires responding engine, truck or quint companies to actively assist with EMS responsibilities. If engine, truck or quint companies are returned to quarters without arriving on the scene of the emergency call, no work out of class shall be paid.~~

Only the employee who is on duty and assuming all of the duties and functions of an employee who is absent from work due to a scheduled off day, vacation, excused or unexcused absence or who is on duty but more than 100 miles from the City limit is eligible for out-of-grade pay.

Captains will be rotated into Battalion Chief Position at the discretion of the Chief.

If a Fire Prevention Bureau Lieutenant or Captain is assigned out-of-grade responsibility during the workday and is also assigned on-call duty that night and is called in for arson investigation, the Fire Prevention Bureau Lieutenant or Captain will receive the out-of-class pay applicable during the day for the call-in-time. For work out-of-grade assignments in the Bureau, departmental seniority will not be available to new Bureau personnel until they have completed their probationary period.

If the reserve squads make one or more emergency runs during a 24-hour shift, the City will pay four (4) hours of out-of-grade pay to the personnel assigned to the reserve squad on that shift.

Effective immediately when reserve rescue squads are needed for emergency response, the Dispatcher will utilize the one which is closest to the scene.

Out of grade pay will be paid in 4-hour increments, not to exceed 24 hours.

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There will be no Work out of Grade pay for EMS first responder units. The department may utilize Engines, Trucks, Quints and reserve MED units as first responders for basic or advance life support calls for service. (Note: This is reflected in the salary proposal of 0.55% raise for 2018) The out-of-grade pay example cited below will apply to all personnel on first responder rigs responding to rescue calls potentially involving the use of the defibrillator equipment.

If Engine 1 responds to a call at 10:00 a.m., the individual will be credited with four (4) hours of out of grade pay.

If on the same day the engine responds at 11:00 a.m., no further action is needed. However, if a response would be made at 3:00 p.m. on that day, an additional 4 hours of out of grade pay would be credited.

The out of grade pay example cited above will also apply to all personnel on first responder rigs responding to rescue calls potentially involving the use of the defibrillator equipment.

ARTICLE XXXV - SENIORITY

B) Members must have completed five years of service before being eligible to work in an officer's position. Effective immediately after the 2019 Promotional Exams members must be state certified Fire Officer 1 to fill in or work in an officer's position.

C) Vacancies shall be filled in order of seniority with qualified personnel first from the company and then the assigned station and finally the shift. If the vacancy cannot be filled from the company or the station Battalion Chiefs will put out a page to all stations announcing the opening for a qualified driver(s) or a qualified officer(s). Members will have five (5) minutes to respond to the page if they chose to accept the position unless members are on an emergency call, in which case they will have five minutes from their in quarters time to respond. If no members respond then the Battalion Chiefs will assign members to the open position based on firefighter safety issues, skill, competency, experience, training and familiarity with apparatus.

D) Senior qualified members assigned to the station shall have acceptance or turn-down rights. If all eligible members exercise their right to turn down advancement, the least senior qualified member assigned to the station shall fill the vacancy. If there are no qualified members in the station, the least senior qualified member on the platoon shall fill the vacancy. the Battalion Chiefs will assign members to the open position(s) based on firefighter safety issues, skill, competency, experience, training and familiarity with apparatus. Recalled personnel will be assigned at the discretion of the Battalion Chief in accordance with Article XXVII Section 8 of this agreement.

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ARTICLE XXXVI - LAYOFF

The City retains the sole right to determine the level of manning in the Fire Department. In the event the City elects to **permanently** reduce the number of positions in the Fire Department, the following procedures shall apply:

The officer bumped shall bump down one rank and replace the least senior employee in the lower rank and shall be placed first on the eligibility list without further testing for any opening in his/her former rank. **This provision only applies when there is a permanent reduction in fire department staffing and does not apply in situations where a member elects to return to his/her former position exercising their CBA rights under Article XIX – Probationary Period.**

ARTICLE XLI - PARAMEDIC/FIREFIGHTER DIVISION

Section 4: The City agrees that any employee having firefighter/paramedic status with the department shall have the right to any promotional opportunities within the fire department. Employees choosing to exercise their right to other promotional opportunities will be paid in accordance with the job classification they are filling. **Members of the department as of the ratification date of the 2009-10 CBA who are currently receiving Paramedic Premium Pay and those who are currently on the 2009-10 promotional list and receiving the paramedic premium pay shall have their pay “red circled” and not reduced as a result of this section if they are promoted off the 2009-10 promotional list.**

ARTICLE XLI - PARAMEDIC/FIREFIGHTER DIVISION

Section 17: Paramedics shall participate in a rotation schedule, when deemed necessary by the Fire Chief, designed to give each paramedic an equal amount of ride time. **Adjunct paramedics will not participate in the rotation schedule.** Adjunct paramedics shall be required to ride a med unit if a med unit is below the required two paramedics.

ARTICLE XLII - MISCELLANEOUS PROVISIONS

A) Out-of-Grade Pay for Acting Battalion/Division Chief:

1) Pay for acting Battalion Chief: **1% above step 2 five (5%) percent above Paramedic Captain Step 11 for the Battalion Chief. base rate of Paramedic Captain.**

2.) Pay for acting Division Chief of Fire Prevention: two and one half (2.5%) above the current pay rate of the Captain filling in for FPB Division Chief.

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ARTICLE XLII - MISCELLANEOUS PROVISIONS

~~F) Notwithstanding anything else contained in this agreement, the parties agree to reopen the provisions of this agreement regarding base wages for calendar year 2016 during 2015, and for calendar year 2017 during 2016, pursuant to the dates for conferences, and negotiations set forth in Article II of this Agreement. In addition the Association may present proposed cost savings to be derived from changes in contractual provisions in this Agreement and/or from provisions in the Racine Fire Department unrelated to contractual provisions in this Agreement. If the parties agree to the proposed cost savings to be derived from changes in contractual provisions in this Agreement, such savings shall be directly applied to across the board wage increases for Association members. Cost savings to be derived from changes in provisions in the Racine Fire Department unrelated to contractual provisions in this Agreement may, but are not required to be applied to wage increases for Association members. In the event that the parties are unable to reach an agreement, Section 111.77 shall control the interest arbitration procedures.~~

ARTICLE XLII – MISCELLANEOUS PROVISIONS

E.) Casual Compensatory Time for Members of the Fire Prevention Bureau and Administrative Lieutenant to Carry a Pager and/or Cellular Telephone for Fire Investigations or Administrative Duties. Members of the Fire Prevention Bureau excluding the Division Chief of Fire Prevention shall work with the Captain of Fire Prevention to develop a schedule for investigating fires throughout the year. Each member of Fire Prevention shall take turns covering their scheduled period of availability for fire investigations. The schedule shall be developed to insure all fire prevention members have approximately equal available time throughout the year. Thirty-two (32) hours of Casual compensatory time off shall be awarded to each member for their participation in the on call investigation schedule. Casual Compensatory time shall be pro-rated, when necessary, for members who are promoted to or leave the fire prevention bureau or Administrative Lieutenant position during the course of the year. All Casual compensatory time awarded must be used within the calendar year in which it is earned and cannot be carried forward. Any remaining casual time not used during the year in which it is earned cannot be cashed out at retirement or upon termination of employment. ~~or the time shall be lost.~~ Trading of coverage days among Fire Prevention Bureau members will not impact their Casual compensatory time. Time trades for coverage shall be as equitable as possible.

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LETTER OF UNDERSTANDING

The parties have discussed several vacation issues raised by the Union during the course of bargaining for a contract to commence on January 1, 1992. The City has agreed that those issues which have been agreed to may be implemented for the upcoming vacation year even though a contract has not yet been agreed to. The following modifications to existing language and practice will be implemented at this time based on the assumption that the parties will ultimately reach a voluntary agreement for a new contract.

1) Vacation picks as they are accrued.

2) Employees may split the two weeks of vacation in accordance with departmental policy.

3) Vacation will start on the first day of four days off.

4) The number of Captains allowed off at any one time will be increased to three.

5) Pay back of trades will be increased to one year provided that all trades must balance at the end of the calendar year.

In the event the parties do not reach a voluntary agreement for 1992, the City reserves the right to rescind these modifications for 1993 unless otherwise agreed to in writing.

LETTER OF UNDERSTANDING

Regarding Racine Fire Department Paramedic Personnel Acting as Preceptors for Gateway Technical College

The Racine Fire Department (RFD) has entered into a contract with Gateway Technical College (GTC) to conduct preceptor training for the GTC paramedic training program. The RFD will provide clinical field training for paramedic students. Only paramedic students who are affiliated with a:

- Municipal paid fire department
- Municipal volunteer fire department
- Private non-profit fire department
- Private non-profit volunteer fire department
- Private non-profit ambulance service affiliated with a municipality
- Private for profit volunteer fire department

Will be allowed to train at the RFD. Paramedic students associated only with a private ambulance service will not be allowed to train at the RFD.

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Preceptor Pay - The fire department will actively work with Gateway Technical College and other technical colleges on an annual basis to increase preceptor compensation. Preceptor compensation is subject to contractual agreement by the City and the Technical Colleges. The current preceptor compensation rate is \$1.50 an hour for all hours engaged. Any increase in preceptor compensation will be governed by the following - the total hourly rate negotiated will be reduced by thirty percent (30%) to cover fire department administrative costs including pension payment, FICA, and other incidental costs. GTC has agreed to pay preceptor compensation at the rate of \$1.50 an hour. During the term of the contract with GTC, the RFD will pay the member \$1.00 an hour for each hour the member is acting as a preceptor. The department will retain \$.50 for administrative costs. Members conducting preceptor training will submit hours worked as a preceptor on biweekly Work out of Grade sheets.

The department from time to time may accept students from fire departments where the students have completed their training hours for Gateway Technical College or other technical colleges, but have not completed the required number of patient contacts. In this case, the sponsoring fire department will compensate the fire department at the current preceptor compensation rate which will be reduced by thirty percent (30%) to cover fire department administrative costs including pension payment, FICA, and other incident costs. pay RFD the \$1.50 fee to have their students ride along on our squads. The RFD will be paid an hour for each tour worked in this capacity as a preceptor. The department will retain \$.50 for administrative costs.

Appendix 'A' Wage Rate

2018	1% January 1	1% July 1
2018	0.55% January 1	(Elimination of WOOC for First Responders)
2019	1% January 1	1% July 1
2020	1.25% January 1	1.25% July 1

**Side Letter of Agreement
Regarding the Medicare Advantage Plans**

Notwithstanding anything contained in the parties' collective bargaining agreement, the City of Racine may implement a Medicare Advantage health insurance and prescription coverage plan for Medicare eligible retired members who are allowed, by such collective bargaining agreement, to remain in the City's health insurance program. Such Medicare Advantage plan will provide the same or greater level of health care benefits to such Medicare eligible retired members, although differing prescription maximum out of pocket costs may apply due to the requirements of law.

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Such Medicare eligible retired members shall continue to be required to pay the same health insurance premium contribution as was in effect at the time of the member's retirement.