

Tentative Agreement between City of Racine and IAFF Local 321
February 21, 2023

SUMMARY OF PROPOSAL

I. Length of Contract

A four-year contract (1/1/2021-12/31/2024).

II. Wage Increases

The following proposed wage increases will be base building:

As of January 1, 2021:	4.00%
As of January 1, 2022:	3.50%
As of January 1, 2023:	1.00%
As of December 31, 2023:	3.00%
As of January 1, 2024:	1.00%
As of December 31, 2024:	3.25%

Additionally, within 30 days of Common Council approval of this Tentative Agreement, the City will pay a \$2,000.00 non-base building retention bonus to all Local 321 members who remain employed by the City as of the date said payment is issued.

Beginning January 1, 2023, members who are residents of the City of Racine will be eligible for a 3% pay increase above and beyond what is agreed upon for non-resident members.

III. Staffing

Article XL shall be deleted.

All references to “Administrative Lieutenant” shall be deleted as a clarification issue. Language shall be adjusted to effectuate same.

All occurrences of the word “manning” shall be replaced with the word “staffing” as a clarification issue. Language shall be adjusted to effectuate same.

Eliminate language and operational procedures that refer to “adjuncts” and “non-adjuncts,” in accordance with the document appended hereto, labeled “ATTACHMENT A.”

Article XLI, Section 19 shall be amended to state that the department shall have a minimum of two paramedics assigned to each Advanced Life Support (ALS) med unit as staffing and qualifications permit, including for any rotations that occur. Language shall be adjusted to effectuate this staffing change. This reflects the change made effective January 1, 2021. Local 321 agrees to withdraw all outstanding grievances, with prejudice, related to this staffing change.

IV. Health Insurance

Beginning January 1, 2023, the premium share members will pay via payroll deduction shall be reduced from 10% to 7.5% of the health insurance premium for the coverage type (single or family) selected by the member.

Pursuant to the WERC declaratory ruling decision dated July 6, 2022, other language in Article XIV, Insurance and Peer Fitness Trainer Program, regarding the health insurance plan shall be removed from the collective bargaining agreement and placed into a legally appropriate document per Wisconsin Statute section 111.70(4)(mc)6.

Language that has been determined to be prohibited by the WERC will be removed from the CBA, with the understanding that if the WERC ruling is modified or overruled on appeal, the City and the Local will meet and confer with regard to the court ruling.

V. Sick Leave Payout

Post-retirement Sick Leave Payout will be amended according to the schedule as follows:

Article XXII, Sick Leave, 4. Retirement Gratuity, shall be recreated to read:

4. Retirement Gratuity: Retirement is separation from employment with the City, either with or without notice, under the provisions of the Wisconsin Retirement System (WRS). Upon retirement, death or total disability, an employee shall be entitled to a sum equal to fifty percent (50%) of his/her hourly wage for each of the first 1344 hours (for those employees working 24-hour shifts) or 1120 hours (for those employees working 8-hour shifts) of accumulated paid sick leave time to his/her credit, subject to the following limits:

The payment for those employees retiring between January 1, 2025, and December 31, 2025, shall be no more than \$10,000.

The payment for those employees retiring between January 1, 2026, and December 31, 2026, shall be no more than \$7,500.

The payment for those employees retiring between January 1, 2027, and December 31, 2027, shall be no more than \$5,000.

There shall be no sick leave severance payment for those employees retiring on or after January 1, 2028.

Notwithstanding anything else contained herein, no person hired on or after January 1, 2021, shall be entitled to any payment for accrued, but unused, sick leave upon retirement.

In the event of death of a member, this payment shall be made to the individual designated by him/her, or to his/her estate if he/she has no designated beneficiary.

VI. Additional Paid Holiday

Beginning in January 2023, the Birthday of Martin Luther King, Jr. shall be added as an additional 8-hour paid holiday.

VII. Vacation

Beginning January 1, 2024, 56-hour line personnel will receive an additional 24 hours of paid vacation time annually, to be picked during open vacation slots.

Beginning January 1, 2024, 40-hour personnel will receive an additional 8 hours of paid vacation time annually, to be picked during open vacation slots.

VIII. Paid Parental Leave

Beginning January 1, 2023, any member who is eligible for and uses federal or state Family and Medical Leave (FMLA), for the birth of a child or for the placement with the member of a child for adoption or foster care, shall be granted up to 320 hours of paid leave at the member's then-regular hourly pay rate to be used during the FMLA period.

IX. Employee Handbook Additions:

A. Student Loan Debt Repayment Assistance

Beginning January 1, 2023, members who are City of Racine residents are eligible for up to \$2,400 per year and non-residents are eligible for up to \$1,200 per year in student loan debt repayment assistance, which is paid directly to the institution servicing a member's student loan.

This program shall be discontinued as of December 31, 2024 or upon the exhaustion of dedicated funds, whichever occurs sooner.

B. Homebuyer's Down Payment Assistance

Beginning January 1, 2023, the City of Racine Employee Homebuyer Assistance Program may provide up to \$10,000 in down payment and closing cost assistance to members seeking to purchase an eligible principal residence in the City of Racine.

This program shall be discontinued as of December 31, 2024 or upon the exhaustion of dedicated funds, whichever occurs sooner.

X. Other Changes

ARTICLE XLI – PARAMEDIC/FIREFIGHTER DIVISION

Change the required period of service as a paramedic from three years to the duration of a member’s career if the City sends the member to paramedic school, in accordance with the document appended hereto, labeled “ATTACHMENT A.”

The City reserves the right to add to, delete from, or amend these proposals during the course of negotiations.

ATTACHMENT A

Summary of Cleanup Language Revised February 23, 2023

MLN 2/23/23
AC 2/23/23
m 2/23/23

Language Cleanup

ARTICLE XLI - PARAMEDIC/FIREFIGHTER DIVISION

Section 1: The Fire Chief or his designee shall determine how many members will be sent to paramedic school. Each time the department makes the decision to send members to paramedic school, the department shall post a notice for members to sign up. The City shall give a 90-day advance notice of the test date. The eligibility list shall be made up by ranking, in order of seniority, the candidates who have successfully completed the testing requirements set by the college of Gateway Technical College. The City shall give a minimum of 90-day advance notice. Individuals to be selected to attend Paramedic Training will be selected by the Fire Chief and Union President. of the test date if a test is required. Both parties understand that the oral interview is informational in nature and will not be used to exclude or eliminate candidates.

Section 2: Firefighters who apply for a firefighter/paramedic position shall have the right to return to their former position in the event he/she fails to successfully complete the training program in accordance with Article XXXVI, Layoff.

Section 3:

A. Upon successfully completing the training program and upon state licensure the member shall serve as a paramedic for a minimum of three years the duration of a member's career. If a member applies for and takes a sabbatical during this three-year period, the three-year requirement shall be extended by the length of the sabbatical.

B. Any paramedic wishing to terminate their position or wishing to become an adjunct member, or any adjunct paramedic wishing to terminate their position as a paramedic shall provide six months written advance notice to the Fire Chief. After this six-month period, the member shall be put back in accordance with the posting and seniority provisions of the collective bargaining agreement. Any firefighter/paramedic who resigns their paramedic association with the department (Adjunct Status) will not be eligible for incentive pay outlined in Section 10.

C. Any firefighter/paramedic who becomes an adjunct paramedic will be eligible for incentive pay while working out of grade only, as outlined in Article XXIX and Section 10.

D. Adjunct paramedic defined: a member of the fire department who has a paramedic license obtained through education sponsored by the department, obtained prior to being employed by the department, or obtained on their own initiative while employed by the department, but does not wish to normally ride the paramedic rescue squad. Adjunct paramedics shall, at the discretion of the medical director, be sanctioned to practice as paramedics on the Racine Fire Department.

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.

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Summary of Cleanup Language Revised February 23, 2023


2/23/23
m 2/23/23

Section 8: Any cost incurred for the training, re-certification, clinical or required continuing education of paramedics ~~and adjunct paramedics~~ shall be the responsibility of the City. Personnel assigned to attend training, re-certification, clinical or continuing education, while off duty shall be compensated at time and one-half with a minimum of 4 hours.

Section 10: Employees who have completed the established hours of training of an EMT-P program, shall receive the appropriate percent of the base rank for obtaining and maintaining certification and license as specified by the legislation of the State of Wisconsin while permanently assigned to any paramedic rescue squad. All paid percentages shall be based on the base rank pay ranges according to the years of service. ~~Adjunct~~ paramedics shall receive the appropriate percent of their base pay only when they respond to an emergency medical call for service (work out of grade as defined in Article XXIX), or fill-in on one of the ALS Med Units (work out of grade as defined in Article XXIX). Paramedics who have obtained their paramedic license on their own, either prior to employment or during employment on the department, will start years of service as a paramedic, thereby receiving pay increases, on the date that they are certified by the medical director to practice within the Racine Fire Department system.

Completion of State License examination 5%
Completion of 1 year as licensed paramedic 5.5%
Completion of 3 years as licensed paramedic 6%
Completion of 7 years as licensed paramedic 7%
Completion of 11 years as licensed paramedic 8%

Section 11: The City and Union agree to establish a Paramedic Review Committee to discuss the quality and efficiency of the program for the purpose of making appropriate recommendations.

Section 12: The City and Union agree that this initial Article XLI shall be negotiated separately the first time, with a re-opener as necessary, but shall be incorporated into the collective bargaining process for future labor agreements between the parties.

Section 13: If it becomes necessary to require employees to attend paramedic training, ~~and complete a three year certification commitment period,~~ the requirement shall be imposed by inverse seniority beginning with the least senior ~~non~~-probationary employee. ~~All probationary members will be evaluated and approved by a Committee composed of the Fire Chief, and the Union President and Medical Director before selection.~~

Section 14: Paramedic Trainees may be assigned to the paramedic training schedule as defined by the needs of the program. While assigned to the paramedic training schedule members shall not be eligible for overtime or compensatory time credit.

In the event that the City places employees on a 40 hour schedule during Paramedic Trainee classroom training, there shall be no loss of pay. Paramedic Trainees shall be paid at the appropriate step and rate to which they would have been entitled had they not participated in the

ATTACHMENT A

Summary of Cleanup Language Revised February 23, 2023

AC
2/23/23
mv 2/23/23

Paramedic program. Paramedic trainees placed on a 40 hour week during the initial training period shall not be entitled to FLSA pay.

Section 15: Temporary Sabbatical Leave Pay.

~~A. Personnel assigned to the paramedic program~~ Members assigned to ALS ambulances including Paramedics and EMT's may request a temporary sabbatical leave of absence from normal ALS ambulance duties as needed.

B. Requests shall be by email or in writing to the Fire Chief ~~indication~~ indicating specific reasons for the temporary sabbatical leave. ~~request~~. The request shall specify the duration of the leave however the leave cannot exceed 90 calendar days.

C. All requests shall be reviewed ~~and approved~~ by a Committee composed of the Fire Chief, ~~and Union President and Medical Director~~ within 15 days of receipt.

D. Paramedic ~~and EMT program~~ temporary sabbatical leave will be granted by the Committee according to the needs of the department and the needs of those individuals requesting temporary sabbatical leave.

E. Paramedics and EMT's who ~~requesting a~~ first time temporary sabbatical leave will receive ~~paramedic special~~ their current pay ~~premium pay~~ during the leave period up to 90 (ninety) calendar days. Paid sabbatical at the current rate of pay are only allowed once every three years from the date of the first paid sabbatical. Subsequent sabbaticals will be at the rate of pay for the position the Paramedic or EMT is filling.

F. The length and frequency of temporary sabbatical leave shall be agreeable by all parties involved, but shall not exceed 90 calendar days at any one time. Whenever possible, the start of temporary sabbatical leave shall coincide with the beginning of a pay period.

G. Paramedic ~~and EMT~~ re-certification requirements will be maintained during the temporary sabbatical leave.

~~Section 16: The Chief shall determine how many members shall be selected for training by seniority in the ranks chosen.~~

Section 17: Paramedics and EMT's shall ~~may~~ participate in a rotation schedule, ~~when deemed necessary by the Fire Chief~~, designed to give each paramedic or EMT an equal amount of ride time on Med 1, Med3, Med 4. ~~Adjunct paramedics shall be required to ride a med unit if a med unit is below the required two paramedics.~~ Rotations will be scheduled by House Captains and approved by the shift Battalion Chief at least 30 calendar days in advance of the rotation(s).

ATTACHMENT A

Summary of Cleanup Language
Revised February 23, 2023

AL
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TW 2/23/23

Section 18: When employees have completed their paramedic training certification, ~~or if an adjunct paramedic wishes to request assignment to a paramedic rescue squad,~~ they will placed on a med unit when an opening occurs, unless a non-paramedic is currently assigned to a med unit in the rank of the member completing the training/certification. ~~or adjunct paramedic resigning his/her adjunct status and requesting assignment on a Paramedic rescue squad.~~

Section 20: When a paramedic rescue squads are below the minimum manning of six paramedics citywide and no other on duty paramedics are available to bring the rescue squads up to the minimum staffing of six, the fire department will contact, in order of seniority, adjunct paramedics who are on duty to fill the opening. If the senior adjunct paramedics turn down the request to fill in, the least senior adjunct paramedic will fill the position. This in no way implies that off duty personnel will be recalled to bring staffing up to two or three paramedics on the paramedic rescue squads for excused or unexcused absences.

The Letters of Understanding dated November 28, 1999 and June 24, 2008 regarding the Paramedics are hereby rescinded in their entirety.