City of Racine and International Association of Firefighters Local 321, AFL-CIO

Successor Collective Bargaining Agreement

Tentative Agreement – December 2, 2025 – Effective January 1, 2025

The City of Racine and International Association of Firefighters Local 321, AFL-CIO, tentatively agree that the following changes shall be made to the parties' collective bargaining agreement, effective January 1, 2025, subject to ratification by the membership of International Association of Firefighters Local 321, AFL-CIO, and approval of the City of Racine Common Council:

NOTE: Stricken-through language is deleted. Underlined language is added. All other language remains.

The Local 321 Executive Board will advocate for ratification of the changes described in this tentative agreement by the membership of International Association of Firefighters Local 321, AFL-CIO.

The City Administrator and other bargaining representatives for the City of Racine and will advocate for approval of the changes described in this tentative agreement by the City of Racine Common Council.

The changes described in this tentative agreement, including but not limited to wage and benefit modifications, shall not take effect until after ratification by International Association of Firefighters Local 321, AFL-CIO, approval of the City of Racine Common Council, and the execution of a final successor collective bargaining agreement by the appropriate representatives of International Association of Firefighters Local 321, AFL-CIO, and of the City of Racine, which actions shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, additional time off benefits do not take effect until January 1, 2026, unless noted otherwise herein.

For the City

20 For the Union

1 of 20

APPENDIX A - WAGES

As of January 1, 2025:

2.5% and EMS Licensure pay for all.

As of January 1, 2026:

2.5%

As of January 1, 2027:

3.0%

As of January 1, 2028:

3.0%

ARTICLE I – CONDITIONS AND DURATION OF AGREEMENT

Page 3. Update the term of the agreement to reflect a 4-year contract:

The terms and conditions of this Agreement shall be effective from the 1st day of January, 20212025, at 0001 hours until December 31, 20242028 at 2400 hours.

ARTICLE III - UNION RECOGNITION AND OTHER ACTIVITIES

· Page 3, Section 1. Add " Assistant

• Page 5, Section 9. Change verbiage from "man" to "staff":

Work Outside the City of Racine: No member of the Union shall be ordered to manstaff any firehouse of any village, city or town other than those of the City of Racine

ARTICLE IV - LEAVE FOR PUBLIC ELECTIONS

• Page 3. Revise as follows:

Any employee residing within the area for emergency personnel recall, as defined by Article XXVII, Section 8, lawfully entitled to vote in any public election shall be afforded up to three hours a sufficient amount of time off from duty, in accordance with state statute, without loss of pay to cast his/her ballot at the required location. Members must notify the Battalion Chief of the intended absence at least 24 hours before Election Day. Such time for voting shall be scheduled by the Battalion Chief. Employees not residing in the above referenced area shall have the option of requesting an absentee ballot from their local municipality should they wish to vote.

ARTICLE VII - LEAVE OF ABSENCE

- Page 7. Revise as follows:
 - 1. Union Business: Leave of absence without pay shall be granted to no more than seven (7)six (6) employees at any one time upon request to conduct for Union business such as conventions, conclaves, seminars and other Union functions. Leave of absence not to exceed one hundred sixty-eight (168) one hundred and eighty (180) hours with pay shall be granted each year to the Union Executive Board for Union business, such as conventions, conclaves, seminars, and other

2 of 20

Union functions to be divided among those employees at the discretion of the Union Executive Board.

ARTICLE XIV - INSURANCE AND PEER FITNESS TRAINER PROGRAM

- All permissive subjects of bargaining in Article XIV of the parties' 2021-2024 collective bargaining agreement (CBA), as well as the "Side Letter of Agreement - Medicare Regarding the Medicare Advantage Plans" appended thereto, should be considered to have been terminated and removed (i.e., "evaporated") from Local 321's CBA upon its expiration date of December 31, 2024, as set forth in the Notice of Termination of Permissive Subjects of Bargaining letter, which the City provided to Local 321 on December 2, 2025.
- Pages 11-12 (Insurance). Make the following revisions, additions, and deletions as noted below:
 - o Page 12, Section 4. Where, in Article XIV, it states "City shall pay the premiums on insurance," it will be clarified—consistent with past practice—to read, "City shall pay its share of the premiums on insurance "
 - o Page 12, Sections 4 and 5.
 - Revise the following language in Article XIV to clarify that surviving spouses of employees hired on or after 1/1/2007 are not eligible to remain in the City's health insurance program upon reaching the age of Medicare eligibility or federal retirement age, whichever occurs first.
 - Revise the age at which dependent survivors become ineligible for the City's health insurance will be updated as follows: "reaching the age of twenty-five (25) twenty-six (26) years."
 - Update the references to "Section 3" to correctly state "Section 4" as follows: "Section 34"
 - o Page 11, Section 1. Revise the employee health insurance premium share that members will pay from 7.5% to 10.0%, effective January 1, 2027 through December 31, 2027, and 12.5%, effective January 1, 2028, as follows:

Beginning January 1, 2023, through December 31, 2026, 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. Beginning January 1, 2027 through December 31, 2027, the premium share members will pay via payroll deduction shall be 10.0% of the health

3 of 20

insurance premium for the coverage type (single or family) selected by the member. Beginning January 1, 2028, the premium share members will pay via payroll deduction shall be 12.5% of the health insurance premium for the coverage type (single or family) selected by the member.

- Pages 12-13, Section 6 (Peer Fitness Trainer Program). Make the following revisions, additions, and deletions as noted below:
 - Remove language from the body of the contract that requires date-specific updates and rely instead on the incorporation of the information in Appendix 'B' by reference. Once the successor agreement is settled, update the peer fitness stipend amounts in Appendix 'B' accordingly.
 - For 2021, the stipend shall be payable at \$7.74 per hour. The peer fitness stipend shall increase annually at an amount equal to the wage rate percentage increase. (See Appendix 'B'.)
 - o Forty Hour personnel shall be afforded the opportunity to participate in the Peer Fitness Initiative for up to 60 minutes three times a week including cleanup provided their participation does not interfere with other assigned duties.
 - The Fire Chief of the Department or the Fire Chief's designee shall collaborate with the Union President to determine the appropriate certification class for Peer Fitness Trainers.
 - For 2018 the additional stipend for Peer Fitness Trainers shall be \$712.00. Assigned
 Peer Fitness Trainers shall receive a stipend of \$350 annually and will need to be
 active in the program. Participation will include recruit academies and member
 outreach/assistance.
 - o Remove all references to "ACE" certification for peer fitness trainers.

ARTICLE XVI - VACATION SCHEDULING PROCEDURE

Page 13. Make the following addition, as noted below:

The vacation schedule shall be determined as follows:

1. Designation of Periods: In December prior to the vacation year, the Chief of the Department shall determine how many employees can absent themselves during vacation periods and designate the periods.

For the City

- 2. Selection of Vacation: Departmental seniority from date of appointment shall be used in choosing vacations. The departmental seniority shall be on a platoon basis.
- 3. Order of time off selection for 56 hour line personnel:
 - a. Two Week (2 work cycles of three days each split allowed)
 - b. Split two week (1 work cycle of three days)
 - c. 9 Paid Holiday (1 work cycle of three days)
 - d. 7 Year (1 work cycle of three days)
 - e. 14 Year (1 work cycle of three days)
 - f. 18 Year (1 work cycle of three days)
 - g. 23 Year (1 work cycle of three days)
 - h. Vacation, Holiday, Contract Time (1 work cycle of three days)
 - i. Casual Days (from Sick Time accrual)

ARTICLE XVII - VACATION BENEFITS

- Page 14, Section 2. Beginning January 1, 2024, 56-hour line personnel will receive an additional 24 hours of paid vacation time annually, which will be combined with 32 hours of holiday time (four days of 8 hours each) and 16 hours of contract time to constitute one work cycle of three days, to be picked during open vacation slots.
- Page 15, Section 8. Vacation Picks: There will be no limit on vacation picks for Lieutenants or Captains. A minimum maximum of six employees may be on vacation at one time and of those six, a maximum of two (2) may be Captains. Vacation picks are selected 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. 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

- Page 16, Section 2. Promotional Examination: The Chief shall select a recognized testing agency to prepare the promotional examination. The materials from which the test is prepared shall be available at least six (6) months prior to the date of the examination. The study/resource material for the promotional exam shall not be more than 10 books for each promotional exam and shall include the latest version of the Racine Fire Department Standard Operating Procedures (SOP's) Policies and Procedures. References to rules, policies, procedures, and books from within the SOP's shall not be used for the purpose of testing purposes unless they are explicitly included in the approved list of study/resource material. The test grade of each individual candidate shall be sent simultaneously by City email to the Employer and the home address of the individual candidates by the testing agency Fire Chief or an alternate designee.
- Page 16, Section 4. Lateral Transfers: All vacancies existing as a result of retirement, resignation, dismissal or death shall be posted for at least ten (10) calendar days. All

For the City

5 of 20

employees in the bargaining unit shall be allowed to bid on lateral Station transfers and lateral shift transfers. An employee wishing to bid shall submit this bid in writing by email to the Fire Chief and Assistant Fire Chief of the Fire Department within the ten (10) day posting period. Where skill and ability are equal and such transfer would not adversely affect the company's efficiency or the balance of experience on the company, such lateral Station transfers and lateral shift transfers shall be made by seniority.

- Page 17. State Certification as Fire Officer 1 is a requirement an optional requirement prior to the 2019 Promotional Exams. Effective immediately after the 2019 Promotional Exams members must successfully complete and receive State Certification as Fire Officer 1 for all Lieutenant and Captain promotional exams.
- Page 17. An employee who was promoted from the separate Fire Prevention Bureau promotional list may not be transferred laterally to a line firefighting position unless he/she stands first on the eligibility list for the position to which he/she is being transferred. Once an employee has established his/her position as first on the above eligibility list, he/she shall retain this position until such time as he/she exercises the option to transfer to a vacant line firefighting position for which he/she is qualified after completing a minimum of two (2) years in the Fire Prevention Bureau. If no promotional opportunity occurs for this employee during the two (2) year eligibility list, the employee shall be required to retest red circled and be eligible to lateral transfer to any future line firefighting position for which they are qualified and have successfully passed the promotional exam. Employees so red circled must submit their request for a lateral transfer in writing by email when they desire to be transferred out of the Fire Prevention Bureau.
- Page 18. For all promotional exams administered after the ratification date of the 2009-10 Collective Bargaining Agreement the following language shall apply: For members who exercise an option to turn down a promotion on the current promotional list the Fire Chief shall continue down that list in order of seniority until a qualified member accepts the position. When the Fire Chief reaches the last qualified member on the list that individual shall be promoted to the open position. Should another opening occur for the same rank, the Fire Chief shall start at the top of the list and again work down the list until a member accepts the promotion or the last qualified member on the list is reached in which case that member shall be promoted to the open position. Supplemental promotional exams, at the discretion of the Fire Chief, will not be given until all members on the list have been promoted will be given in anticipation of an exhausted promotional list.

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ARTICLE XXII - DUTY INCURRED INJURY

• Repeal the entirety of Article XXII – Duty Incurred Injury, and replace it with the following:

ARTICLE XXII – DUTY INCURRED INJURY

If an employee is injured during the course of his/her employment and losses three (3) calendar days or less because of such occupational injury or disease, the City will continue the employee's wages for the time he/she is away from work at 100% of the regular rate for the first day and at 85% for all subsequent days.

If the employee losses more than three (3) calendar days because of the above causes, the City will pay the employee's full wages the first day and 85% of the regular rate for all subsequent days until the employee returns to work. Employees hired subsequent to January 1, 1988 shall be eligible for 100% compensation for the 1st day of injury and 85% compensation for all subsequent days of injury for a total of sixty (60) workdays following a duty-incurred injury. Thereafter, said employee shall be eligible only for Worker's Compensation, with no further reimbursement from the City.

If the employee reaches the point of maximum recovery but is unable to return to work, the employee shall receive the difference between the established wage of the injured employee and the insurance contribution until he/she qualifies for and receives a disability pension under the Wisconsin Retirement Fund.

This policy shall be carried out in accordance with the following procedure:

In order to qualify for the wage continuation plan set forth above, the employee shall endorse the compensation check received by him/her from the insurance carrier and turn the same over to the City.

Sick leave shall not be used for purposes of this clause.

1. If an employee is injured during the course of his/her employment and loses 1 or more days of work because of such occupational injury or disease, the City will pay the established wages for the time of his/her absence from work while the employee remains in a healing period and has work restrictions for up to nine calendar months from the date said injury or disease first results in lost time from work.

For the City

- 2. Thereafter, the employee shall only receive worker's compensation benefits, if eligible, from the City's worker's compensation insurance carrier or self-funded program provided by the City.
- 3. If, at any time, any of the employee's chosen healthcare providers advise the employee that he/she has reached maximum medical improvement (i.e., end of healing) from such injury or disease, the employee shall immediately inform the City and provide a statement from the healthcare provider that indicates either that the employee can return to full duty or has permanent restrictions as the result of such injury or disease.
- 4. If, at any time, any of the employee's chosen healthcare providers have released the employee to return to full duty without any restrictions, the employee shall immediately inform the City and return to duty at the next scheduled time.
- 5. If, at any time, any of the employee's chosen healthcare providers have advised that the employee is subject to permanent restrictions, the employee shall immediately inform the City and engage in the interactive process under the Americans with Disabilities Act (ADA). If it is determined through the ADA's interactive process that the employee is not a qualified individual with a disability and/or that a reasonable accommodation does not exist that will enable the employee to perform his/her essential job functions, the employee's employment with the City will be terminated and classified as a medical separation. In the event of a medical separation, the City's action will not be subject to the procedures in Wis, Stat. § 62,13.
- 6. Nothing in this Article prevents the City from exercising its rights under state or federal law, including, but not limited to, the Wisconsin Worker's Compensation Act, Wis. Stat. §§ 40.63 and 40.65, to:
 - Require the employee to undergo a fitness-for-duty evaluation or independent medical examination by a medical expert chosen by the City; or
 - b. Conduct a medical record review by a medical expert.

Further, nothing in this Article prevents the City from relying on the opinions of those medical experts in defending claims asserted by the employee under state or federal laws.

7. If the employee receives permanent restrictions that satisfy the criteria for eligibility for Duty Disability benefits under Wis. Stat. § 40.65 AND the employee files an application for Duty Disability within one month from the date the employee was placed at an end of healing and assessed with

For the City

8 of 20

- permanent restrictions, the City will guarantee a continuous income to the employee, equal to the employee's calculated ETF benefit, while his/her Duty Disability application is being considered for up to 3 months.
- 8. The employee will sign a written statement agreeing to pay back to the City any monies paid to him/her by the City beyond the retroactive starting date of the employee's Duty Disability benefit, less any offset to the Duty Disability benefit payment directly attributed to payments made to the employee by the City while his/her Duty Disability benefit is being considered, and the Association agrees to assist in such efforts.

ARTICLE XXII - SICK LEAVE AND CASUAL DAYS

- Page 20, Section 2. Make the following deletions as noted below:
 - 2. Accumulation 24-hour Shift: Each member of the Fire Department on 24-hour working shifts shall be granted sick leave with full pay at the rate of 11.2 hours for each calendar month of service; such sick leave to be cumulative to a maximum of 1,680 hours.

The sick leave account of each member of the Fire Department on 24-hour working shifts shall be charged with 24 hours sick time for each work shift he/she does not work because of illness.

Personnel on twenty-four (24) hour working shifts shall accrue sick leave at the rate of eleven point two (11.2) hours for each calendar month of service into a reserve sick leave account only during the month in which the employee has to his/her credit a total accrual of at least one thousand six hundred and eighty (1,680) hours of sick leave in his/her basic sick leave account.

Employees may accrue an unlimited number of hours in the reserve sick leave account. An employee may not use the reserve sick leave account days until he has depleted the number of hours in the basic sick leave account to zero (0) within twelve (12) continuing calendar months. Employees hired after January 1, 1988 shall not be eligible for reserve sick leave bank benefits.

Once an employee has depleted the number of sick leave days to zero (0) in the basic sick leave account in accordance with the above paragraph, the employee at his/her option, may transfer accumulated sick leave hours from the reserve sick leave to the basic sick leave account. Once in the basic sick leave account, these hours shall be treated the same as basic sick leave account hours.

For the City

9 of 20

- Pages 20-21, Section 3. Make the following deletions as noted below:
 - 3. Accumulation Other Than 24-Hour Shifts: Each member of the Fire Department on 8-hour working shifts shall be granted sick leave with full pay at the rate of 8 hours for each calendar month of service; such sick leave to be cumulative to a maximum of 1,200 hours.

The sick leave account of each such member of the Fire Department shall be charged with 8 hours sick time for each work shift he/she does not work because of illness.

Forty-hour employees will normally have a period of three (3) days prior to which the Chief can automatically require a medical excuse before approving payment of sick leave. However, this provision shall in no way limit the right of the Chief to require a medical excuse if the absence is for less than three days in the event of suspected abuse of sick leave benefits.

Employees working on 8 hour work shifts shall accrue sick leave at the rate of eight (8) hours per month of service into a reserve sick leave account only during the month in which the employee has to his credit a total accrual of at least one thousand two hundred (1,200) hours of sick leave in his basic sick leave account.

Employees may accrue an unlimited number of hours in the reserve sick leave account. An employee may not use the reserve sick leave account hours until he/she has depleted the number of hours in the basic sick leave account to zero (0) within twelve (12) continuing calendar months. Employees hired after January 1, 1988 shall not be eligible for reserve sick leave bank benefits.

Once an employee has depleted the number of sick leave hours to zero (0) in the basic sick leave account in accordance with the above paragraph, the employee at his/her option, may transfer accumulated sick leave hours from the reserve sick leave to the basic sick leave account. Once in the basic sick leave account, these days shall be treated the same as basic sick leave account days.

- Page 22, Section 5. Revise Section 5 as follows:
 - 5. Effective January 1, 201026, 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 seventy two (72) hours of casual time off annually. The employee shall earn casual time off based on the following schedule:

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10 of 20

- 1. Thirty six (36)Forty eight (48) hours of casual time off for maintaining more than 672 hours of sick leave.
- 2. Seventy two (72) hours of casual time off for maintaining more than 1200 hours of sick leave.

Total casual time off shall not exceed seventy two (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) hours of casual time off annually. The employee shall earn casual time off based on the following schedule:

- 1. Ten (10) hours of casual time off for maintaining more than 320 hours of sick leave
- 2. Twenty (20) hours of casual time off for maintaining more than 480 hours of sick leave
- 3. Thirty (30) hours of casual time off for maintaining more than 640 hours of sick leave
- 4. Forty (40) hours of casual time off for maintaining more than 900800 hours of sick leave.

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

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 Assistant 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

For the City

11 of 20

December 2, 2025

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 two (2) 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.

40

ARTICLE XXIII - CLOTHING ALLOWANCE

- Page 23. In the first paragraph, change "SOPS" to read "Policies and Procedures."
- Page 23. Make the following deletion as noted below:

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)
- One work or job shirt if requested
- One Class B Eisenhower-Coat
- One Class AB dark blue shirt
- ***Fire Prevention Bureau between polo shirts and Class AB dark blue shirts members may request up to three Class AB dark blue shirts in lieu of polo shirts. Example: Two Class AB dark blue shirts and one polo shirt, three Class AB dark blue shirts and no polo shirts. ***
- One Class A white shirt
- 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

ARTICLE XXIV - HOLIDAYS AND CONTRACT TIME OFF

• Page 24. Effective January 1, 2026, add Juneteenth, Thanksgiving Friday, and Christmas Eve as additional paid holidays. Additionally, other related updates will be made to Article XXIV, as follows:

Members of the unit shall be granted tenthirteen (1013) calendar days off per year in lieu of tenthirteen (1013) paid holidays, such days not to be taken consecutively with the regular vacation period, except with the discretion of the Chief of the

For the City

12 of 20

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 tenthirteen (1013) calendar days off per year in lieu of the following holidays:

- 1. New Year's Day
- 2. Martin Luther King, Jr. Day (beginning in January 2023)
- 3. Spring Break Holiday
- 4. Easter
- 4. Memorial Day
- 5. Juneteenth
- 6. Independence Day
- 7. Labor Day
- 8. Thanksgiving Day
- 9. Thanksgiving Friday
- 10. Christmas Eve
- 11. Christmas Day
- 12. New Year's Eve Day
- 13. Floating Holiday
- Page 25. Effective 01-01-2018, 40-hour, uniformed personnel shall be entitled to a total of twelve (12)thirteen (13) holidays. Eleven (11) holidays, which shall follow the City Hall holiday schedule. Each listed holiday represents 8 hours of time off.
- Page 25. 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 before casual time off is selected. 56-hour line personnel will receive an additional 24 hours of paid vacation time annually, which will be combined with 32 hours of holiday time (four days of 8 hours each) and 16 hours of contract time to constitute one work cycle of three days, to be picked during open vacation slots.
- Each listed holiday represents 8 hours of time off.
- Page 25. Contract Time Off: Effective in 2004, 56-hour personnel shall receive eight (8) hours of contract time off which can be used, cashed out at the end of the year, or carried forward 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

For the City

13 of 20

(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 before casual time off is selected. 56-hour line personnel will receive an additional 24 hours of paid vacation time annually, which will be combined with 32 hours of holiday time (four days of 8 hours each) and 16 hours of contract time to constitute one work cycle of three days, to be picked during open vacation slots.

ARTICLE XXVII - OVERTIME PAY

- Page 26, Section 2. Delete Section 2 in its entirety and renumber subsequent sections in this Article to reflect this.
- Page 26. Before the section entitled "Minimum Hours," add a one-sentence paragraph that states as follows:
 - Members shall make themselves available for emergency recalls except when on scheduled time off (vacation, holiday, or casual) by telephone, cellular phone, or text messaging.
- Page 27. Seuba Diving Pay Water Rescue Dive Team: Employees Dive Team members called in for seuba diving work water related emergencies shall be paid in accordance with the minimum hours provisions of paragraph 3 of this Article XXVII. Employees Dive Team members performing scuba diving work during their shift shall receive no additional pay for the scuba diving work.
- Pages 27-28. 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 Recall List by 1900 hours the day before the Holiday Recall through CrewSense or email to the Battalion Chiefs. For the special event recall list members can submit their name a minimum of seven (7) days in advance of the special event by email to all three Battalion Chiefs. Following the order of the recall list Battalion Chiefs or Fill in Battalion Chiefs will start at the top of the holiday or special event 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' names will not be removed from their position on the current recall list.
- Page 28. The emergency recall area is defined with the following boundaries:
 Lake Michigan to the east, Highway 50 west from the lakefront to I-94, I-94 north to Hwy
 142, Hwy 142 west to Hwy 45, Hwy 45 north to Hwy G, Hwy G east to Hwy U, Hwy U

Jos For the City

14 of 20

north to Hwy 100, Hwy 100 east to the lakefront. The emergency recall area is up to and including the named highways.

ARTICLE XXIX - WORK OUT OF CLASS AND TRADES

• Page 29. Revise this Article as follows:

Captains and Lieutenants who are on the Captains suppression promotional eligibility <u>list</u> will be <u>trained and</u> rotated into Battalion Chief position at the discretion of the <u>Fire</u> Chief.

If a Fire Prevention Bureau Lieutenant 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.

ARTICLE XXXV - SENIORITY

• Pages 31-33. Revise Article XXXV as follows:

ARTICLE XXXV - SENIORITY

- 1. Definition: The seniority of a regular employee is determined by the length of his/her service, computed in years, months and days from the first day of his/her last continuous employment in the Department, save for vacation and pension accrual.
- 2. Loss of Seniority: An employee shall lose seniority rights and the employment relationship shall be broken for the following reasons only:
 - A. If he/she resigns or retires.
 - B. If he/she has been discharged for just cause.
 - C. If he/she fails to report to work within seven (7) working days after being recalled from layoff by the Employer, provided, however, that if he/she is out of town, the period shall be fourteen (14) working days, and further provided that if

Jos For the City

15 of 20

the failure to comply with this provision is caused by a sickness, accident or other circumstances beyond his/her control, he/she shall not lose his/her seniority.

- D. If he/she accepts gainful employment when on a granted leave of absence, unless such leave was granted to allow gainful employment.
- E. If he/she is on layoff for three (3) years or more.
- 3. With respect to daily staffing assignments and Work Out of Class pay, the following language shall apply to all vacancies.
 - A. Personnel shall be eligible to move up, be compensated accordingly, and work in higher positions when openings occur.
 - B. Members must have completed five years of service before being eligible to work in an officer's position <u>and</u>. Effective immediately after the 2019 Promotional Exams members must be state certified Fire Officer 1 to fill in an officer's position.
 - C. Vacancies shall be filled in order of seniority with qualified personnel first from the company, then the assigned station and then platoon (Company, Station, Platoon). 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 choose to accept the position unless members are on an emergency eall, 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. Assigned apparatus officers will not be moved from their assigned apparatus. Driver-Operators will not be moved except when their qualifications enable them to serve as the Officer at a station where a vacancy exists.
 - 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. Recalled personnel will be assigned at the discretion of the Battalion Chief—in accordance with Article XXVII Section 8 of this agreement.
 - i. When there is a temporary opening on a front-line Paramedic Rescue Squad, due to excused or unexcused absences the vacancy created may be temporarily filled by the Battalion Chief with an EMT or non-adjunct EMT-Paramedic ensuring the ambulance has a minimum of two Paramedics and one EMT.

ii. Less senior EMT-Paramedics may fill a vacancy over more senior EMT-Basic members.

For the City

16 of 20

iii. If there is a non-adjunct paramedic available within the station that paramedic will be utilized.

iv. If there is a need to go outside the station for a paramedic, platoon seniority will allow senior EMT Paramedics outside the station where the opening has occurred the option to accept or decline the temporary assignment to a front line paramedic rescue squad vacancy. Should all senior EMT Paramedics outside the station where the opening has occurred decline the assignment, the most junior qualified EMT Paramedic assigned to the platoon will fill the vacancy.

v. Paramedic Officers receiving full time paramedic premium pay and not permanently assigned to front line paramedic rescue squads will only fill in as officers on front line paramedic rescue squads when the number of non-adjunct paramedics available citywide drops below 9 on a daily basis or the paramedic officer requests the opportunity to fill in on a regular basis.

E. With respect to staffing of front line Paramedic Rescue Squads, the department will follow Article XLI, Sections 19, 20, and 21. Work Out of Class shall be in accordance with Article XXIX Work

Out of Class and Trades and the following stipulations:

i. When an EMT-P Private is required to travel to fill a vacancy on a front line squad, that paramedic will fill in at the least senior position available. That paramedic will receive appropriate WOOC pay if it is necessary for that member to step up to drive or act as Officer.

ii. When an EMT-P D/O is required to travel to fill in a vacancy on a front line squad, that paramedic will fill in at the D/O position if it is vacant.

a. If the D/O position already has the assigned rig D/O and officer present, the traveling paramedic D/O will ride the Private position on the rig and receive their normal EMT-P D/O pay.

b. In the event an EMT-P D/O must travel to fill in on a front line squad and the only vacant position is the Officer's, the assigned rig D/O will move up to act as Officer and receive EMT-Basic Lieutenant or EMT-Paramedic Lieutenant WOOC pay (depending on their certification) and the traveling D/O will perform as D/O, receiving their normal EMT-P D/O pay. The assigned Private will remain in the Private position. The Private will receive their normal pay with no additional WOOC due.

iii. When an EMT-P Officer is required to travel to fill in a vacancy on a front line squad, that Officer will sit the seat, if vacant. The assigned rig

For the City

17 of 20

D/O and Private will remain in their assigned positions with no additional WOOC pay due. If the vacancy is for D/O or Private position, the traveling officer will fill the Private position and receive their normal EMT P Officer pay. If the assigned rig Private is present, that member will step up to D/O and receive EMT P D/O WOOC pay.

ARTICLE XLI - PARAMEDIC/FIREFIGHTER DIVISION

• Page 35, Sections 6, 7, 14, 17, 18, and 19. Make the following revisions, additions, and deletions as noted below:

Section 6: Paramedic trainees, during their period of classroom training, shall not be eligible for recall under this agreement. Members enrolled in the 40-hour class are eligible to take recalls on weekends (Saturdays and Sundays). Members on an alternate class schedule may only take recalls on days when they do not have paramedic training or paramedic clinicals scheduled. For any recalls members need to work the entire 24-hour available shift. In the event that a trainee's name comes to the top of the recall list, their name shall remain at the top of the list. Upon EMT-P certification, said members shall remain on the recall list and also placed on a paramedic recall list.

Section 7: For stations having 4 or more paramedics assigned on a shift, 2 paramedics shall be allowed off duty on comp. time, holiday, or vacation per day.

For stations having 3 or less paramedics assigned on a shift, 1 paramedic shall be allowed off duty on comp. time, holiday, or vacation per day. However, if 4 desk confirms and approves that additional paramedics are available city wide, an additional paramedic may be granted time off subject to adequate staffing.

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.

Section 17: Paramedics and EMTs may participate in a rotation schedule, designed to give each paramedic or EMT an equal amount of ride time on <u>department ambulancesMed 1, Med 3, and Med 4</u>. Rotations will be scheduled by <u>the assigned MED unit officers House Captains</u> and approved by the shift Battalion Chief at least 30 calendar days in advance of the rotation(s).

Section 18: When employees have completed their paramedic training certification, they will placed on a med unit when an opening occurs, unless a non-paramedic is

 $\frac{\text{JbS}}{\text{For the City}}$

18 of 20

currently assigned to a med unit in the rank of the member completing the training/certification.

Section 19: The department shall have a minimum of two paramedics and one EMT assigned to each Advanced Life Support (ALS) med unit as staffing and qualifications permit, including for any rotations that occur at the sole discretion of the Fire Chief or his/her designee. As staffing and qualifications permit within each rank on the paramedic rescue squad (Officer, Driver, and Private) the department will permanently assign three paramedics to each med unit whenever possible. The department will be permitted to drop down to two paramedics and one EMT-Basic on each med unit for absences at the sole discretion of the Fire Chief or his/her designee.

ARTICLE XLII - MISCELLANEOUS PROVISIONS

- Page 37. Section A.2. Make the following deletion as noted below:
 - A. Out-of-Grade Pay for Acting Battalion/Division Chief:
 - 1. Pay for acting Battalion Chief: Five percent (5%) above Paramedic Captain Step 11.
 - 2. Pay for acting Division Chiefs of Training and Maintenance: Beginning rate of second quartile of non-rep salary range 15.

GENERAL LANGUAGE CLEANUP

• Any reference to the following job titles/ranks should be revised throughout the collective bargaining agreement as noted below:

All references to the "Chief" shall be changed to "Chief of Department."

All references to the "Assistant Chief" shall be changed to "Assistant Fire Chief."

All references to the "Executive Assistant of Administration" shall be changed to "Office Manager."

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

- Page 41. Make the following revision as noted below:
 - Update the entire article to reflect MATC and WCTC regarding Racine Fire Department Paramedic Personnel Acting as Preceptors for Gateway Technical College.

For the City

19 of 20

O 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\$2.00 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.

SIDE LETTER OF AGREEMENT - Medicare

• Page 42. The "Side Letter of Agreement – Medicare Regarding the Medicare Advantage Plans" should be considered to have been terminated and removed (i.e., "evaporated") from Local 321's CBA upon its expiration date of December 31, 2024, as set forth in the Notice of Termination of Permissive Subjects of Bargaining letter, which the City provided to Local 321 on December 2, 2025. As such, the "Side Letter of Agreement – Medicare Regarding the Medicare Advantage Plans" shall be deleted in its entirety from any and all successor agreements. (Note that the City presently has no intent to discontinue offering its Medicare Advantage plan to eligible retirees and their spouses.)

LETTER OF UNDERSTANDING - Dispatch

• Delete language / language cleanup – Page 43. Delete in its entirety.

LETTER OF AGREEMENT Tactical Emergency Medical Service

• *ADD language* – Append the Letter of Agreement for Tactical Emergency Medical Service (TEMS) to this successor agreement.

TERMINATION OF PAST PRACTICES

- By way of written notice, dated October 25, 2025, the City advised Local 321 that the following practices should be considered to have been terminated, as of the December 31, 2024 expiration of the parties' 2021-2024 collective bargaining agreement:
 - 1. The practice of paying backpay for openings when members do not pass the first test offered.

In addition, the City reserves the right to identify other past practices which might exist, which are also subject to termination as of the expiration of the 2021-2024 collective bargaining agreement. The City will provide Local 321 with notice of any such additional practices at such time as they become apparent.

For the City

20 of 20

City of Racine and International Association of Fire Fighters Local 321, AFL-CIO Addendum 1 December 5, 2025

This Addendum 1 is made and entered into as of December 5, 2025, by and between the City of Racine and International Association of Firefighters Local 321, AFL-CIO, which supplements the parties' Tentative Agreement dated December 2, 2025. The City of Racine and International Association of Firefighters Local 321, AFL-CIO, shall tentatively agree that, in addition to the changes memorialized in the parties' December 2, 2025 Tentative Agreement, the following changes set forth in this December 5, 2025 Addendum 1 shall be made to the parties' collective bargaining agreement, effective January 1, 2025, subject to ratification by the membership of International Association of Firefighters Local 321, AFL-CIO, and approval of the City of Racine Common Council.

ARTICLE XVII - VACATION BENEFITS

- Pages 13-14, Sections 1 and 2. Revise the vacation accrual tables for 40-hour personnel and 56-hour personnel as follows:
 - A. 40-Hour Week: Firefighters who work a 40-hour week:

½ day per full month up to November 1 – not to exceed 5 days

10 days after 1 year

15 days after 7 years

1720 days after 14 years

2023 days after 18 years

25 days after 23 years

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.

B. <u>56-Hour Week:</u> Firefighters on platoon duty who work a 56-hour work week:

1/3 day per full month up to November 1 – not to exceed 3 work days

6 work days after 1 year

9 work days after 7 years

1012 work days after 14 years

1215 work days after 18 years

1518 work days after 23 years

[Additional revisions to Article XVII, Section 2 are set forth in the parties' December 2, 2025 Tentative Agreement.]

i of iii

For the City

ARTICLE XXXV - SENIORITY

- Page 31, Section 3.B. Revise Article XXXV, Section 3.B. as follows:
 - B. Members must have completed five years of service before being eligible to work in an officer's position <u>and</u>. Effective immediately after the 2019 Promotional Exams members must be state certified Fire Officer 1 to fill in an officer's position. <u>If a member leaves fire department employment and later returns, their accumulative time on the job (not seniority) will count towards their ability to be eligible to work in the officers position.</u>

ARTICLE XLI – PARAMEDIC/FIREFIGHTER DIVISION

• Page 35, Section 10. Revise Article XLI, Section 10, as follows:

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. 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 5.5%
Completion of 1 year as licensed paramedic	5.5%
Completion of 3 years as licensed paramedic	6 7.0%
Completion of 6 years as a licensed paramedic	9.0%
Completion of 7 years as licensed paramedic	7%
Completion of 11 years as licensed paramedic	8%

ARTICLE XLII – MISCELLANEOUS PROVISIONS

- Pages 37-38, Section C. Revise the Water Rescue Dive Team Stipend amounts as follows:
 - C. Water Rescue Dive Team Stipend. The Fire Chief shall have the sole discretion to appoint members of the department to the Water Rescue Dive Team. Where skill and ability are equal, appointments shall be made by seniority. Members shall submit their interest in joining the team by email to the Chief. Members who join the team shall make a minimum of a three year commitment in exchange for department sponsored training. Members of the Water Rescue Dive Team shall obtain and maintain certification for PADI, or nationally recognized equivalent certification and open water

ii of iii

For the City

rescue within one year of joining the team. Dive team members shall be capable of subsurface operations, and shall participate in the Racine County Water Rescue Response Team (RCWRRT) at the direction of the Chief. Water Rescue Dive Team members who attend joint training exercises with the RCWRRT will be compensated in accordance with Article XXVII Section 4 of this agreement when appropriate. Water Rescue Dive Team members shall receive \$325400 annually for PADI, or nationally recognized equivalent, certification payable by December 31st of each year. Water Rescue Dive Team members shall receive an additional \$325400 annually for certification in open water rescue for a total of \$650800 annually payable by December 31st of each year. For Dive Team members who obtain and maintain Ice Water Rescue, and Swift Water Rescue certifications they shall receive an additional \$125200 annually for each of the certifications. Dive Team stipend shall be pro-rated when appropriate and shall be calculated from the month the member is appointed a member of the Water Rescue Dive Team. The Water Rescue Dive Team Stipend shall not be payable to Dive Team support personnel.

For the City

iii of iii