

**ARTICLES OF AGREEMENT**

**between**

**CITY OF RACINE**

**and**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**LOCAL 321, AFL-CIO**

**2018-2020**

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# **AGREEMENT**

**THIS AGREEMENT** entered into effective this 1<sup>st</sup> day of January, 2018 by and between the City of Racine, hereinafter referred to as 'City' and International Association of Fire Fighters, Local No. 321, AFL-CIO, hereinafter referred to as 'Union'.

**WITNESSETH THAT:** for and in consideration of the mutual promises each to the other, herein acknowledged do hereby enter into this Agreement, which is binding and acknowledged as such as provided by Section 111.70, Wisconsin Statutes.

## **ARTICLE I - CONDITIONS AND DURATION OF AGREEMENT**

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

## **ARTICLE II - TIME TABLE FOR NEGOTIATIONS**

Conferences and negotiations shall be carried on between the City and Union during the last year of the contract, as follows:

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

This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

## **ARTICLE III - UNION RECOGNITION AND OTHER ACTIVITIES**

1. Exclusive Agent: The City hereby recognizes the Union as the exclusive collective bargaining agent for all regular uniformed employees of the City Fire Department, exclusive of the Chief and Battalion/Division Chiefs. The classifications covered by the terms and conditions of this Agreement are listed on Appendix 'A'.
2. Executive Board Meetings: The Executive Board of the Union President, Vice President, Secretary-Treasurer, and three (3) Trustees shall be allowed to hold its meetings at the Safety Building in the City of Racine or such other place in the City of Racine as the Executive Board designates, whether Board members be on or off duty, upon notification of the time, place and personnel attending the meeting to the Battalion/Division Chief on duty at least two (2) hours notice of such meeting, if possible. In case of an emergency as determined by the sole discretion of the Chief, the Chief may disallow such meetings.

The City shall not be required to pay employees for participation in the preparation for or in the collective bargaining process of another bargaining unit.

Permission must be received from the immediate supervisor before an employee (not a member of the Executive Board) shall leave a particular work area to conduct Union business.

3. Discussion of Union Business: Union members having Union business to discuss with other members of the Department may do so during working hours so long as such conversation does not interfere with assigned tasks.
4. Processing of Grievances: Authorized representatives of the Union shall be permitted to process grievances and arbitration cases in accordance with the procedures outlined in this agreement.
5. Union Activities and Discrimination: The City agrees that no employee will be discriminated against because of membership in, or activity in connection with the Union, and the City will not interfere with the rights of employees to become members. The City will not discourage membership in the Union.
6. Full Union Shop Clause: The Union, as the exclusive representative of all employees in the bargaining unit, will represent all such employees, Union and Non-Union, fairly and equally, and all employees in the unit will be required to pay as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be made available to all employees who apply consistent with the Union Constitution and By-Laws. No employee shall be denied Union membership because of race, creed, color, or sex.

The Employer agrees that it will deduct from the bi-weekly earnings of all employees in the collective bargaining unit of the amount of one and one quarter percent (1.25%) of a base pay of a full paid private, such amount being monthly dues certified by the Union as the current dues uniformly required of all members, and pay said amount to the Secretary-Treasurer of the Union on or before the end of the month following the month in which said deduction was made.

As to new employees, such deduction shall be made from the first paycheck following the first seven (7) days of employment.

The Employer will provide the Union with a list of employees from which such deductions are made with each monthly remittance to the Union.

The City's liability to the Union is limited to the collection of the funds herein specified, and remittance to the Union in accordance with the procedures herein set forth.

The Union shall indemnify and save the City harmless against any and all liability that shall arise on behalf of the City out of the City's accurate compliance with this clause. Immediately upon receiving notice of any claim against it arising under this clause, the City shall notify the Union in writing and request that it assumes defense of such claimed liability. In the event the City does not tender the defense to the Union, the City shall no longer be able to avail itself of these save-harmless provisions. The City neither encourages nor discourages membership in the Union.

7. No Discrimination: Neither the City nor the Union, in carrying out their obligations under this Agreement, shall discriminate against any employee because of sex, race, color, creed, political or religious affiliation or nationality. Nor shall the City discriminate in hiring on any of the foregoing grounds.

8. Bulletin Board: The Union shall be permitted to maintain a bulletin board, in each station for exclusive Union use, provided, however, that all notices posted on such board shall pertain to Union business. If the City feels that any material posted on such bulletin boards is defamatory or libelous, the City may within seven (7) days of posting request the Union to remove said material. The Union must then remove the said material within twenty-four (24) hours or refer the matter to arbitration. If the material is found to be defamatory or libelous by the arbitrator, the Union shall be fined one hundred dollars (\$100.00).
9. Work Outside the City of Racine: No member of the Union shall be ordered to man any firehouse of any village, city or town other than those of the City of Racine in times of emergency or otherwise if the authorized bargaining agent of the Firefighters for said village, city or town is engaged in a strike. It shall be the duty of the duly qualified officers of the Union to give the Racine Fire Chief at least twenty-four (24) hours advance notice that they have been informed by the Union that said strike does in fact exist or will exist at a time certain before a refusal to enter such community's boundaries for such purposes shall be proper or excusable on the part of any Union members. Upon direction of the Chief or Chief Officer, a Union member shall answer a fire, rescue, or other emergency call from said village, city or town with the provision that said member shall immediately be returned from said village, city or town boundaries upon the completion of the necessary emergency services required.

If however, upon arrival it is determined that there is no threat to life or property or that work ordered to be performed is not lifesaving or property-saving in nature, the City shall withdraw its fire fighting forces. If services not necessary for the preservation of life or property are performed, the City shall pay into the Treasury of the striking Local Union the sum of twenty-five hundred dollars (\$2,500.00) for each run. No piece of equipment shall remain in the struck area more than one (1) hour after the emergency is controlled.

In addition thereto, the City shall pay into the Treasury of the struck Local Union the sum of twenty-five hundred dollars (\$2,500.00) for each twenty-four (24) hour period after the first run in which the equipment remains in the struck area.

Such penalties as set forth herein shall be received by the striking Local Union within one (1) day after the next meeting of the Common Council of the City of Racine following issuance of the order which moves the equipment into the struck area.

#### **ARTICLE IV - LEAVE FOR PUBLIC ELECTIONS**

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 a sufficient amount of time off from duty without loss of pay to cast his/her ballot at the required location. Such time for voting shall be scheduled by the 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 V - OUTSIDE EMPLOYMENT**

1. Notice to Chief: When an employee accepts employment in addition to his/her firefighting obligations, he/she shall within twenty-four (24) hours of the acceptance of such employment notify the Chief of the Department in writing that he/she has accepted such employment and shall

include in said notice the name of the employer, business address of the employer, business telephone number of the employer and the normal hours of work.

2. Prohibited Outside Employment: In the event such employment constitutes a conflict of interest or interferes with the employee's efficiency or availability for work, the Chief of the Department shall give the employee a written request to withdraw from outside employment.
3. Reply by Employee: The employee and his/her Union representative shall make and deliver to the Chief of the Department a written reply to such request within twenty-four (24) hours of its receipt. Such reply shall inform the Chief of the Department either of the employee's acquiescence in the request or his/her desire to place the matter in arbitration.
4. Emergencies: In the event an emergency exists whereby the Chief of the Fire Department calls a member to duty outside his/her normal shift, said member agrees to report regardless of the fact that he/she may be engaged in gainful part-time employment provided for in this section.
5. Outside Work Injury: In the event any member suffers a major injury while engaged in said part-time employment disqualifying him/her temporarily to work in the Fire Department, he/she may receive a leave of absence (without pay) not to exceed one (1) year to recover from such injury and return to work in the Fire Department. The employee shall have the option of taking his/her sick leave during this period of time or of taking a leave of absence either immediately after he/she is injured or upon the exhaustion of his/her accrued sick leave. Such leave of absence shall be taken in accordance with the provisions of Article VII, Paragraph 6 of this Agreement. At the option of the City, employees shall submit to a physical examination by the Health Department of the City prior to returning to the employment in the Fire Department in the event of a major injury.
6. Termination Hearing: If arbitration is desired, the matter shall proceed to the arbitration stage of the grievance procedure. In such arbitration, the employer shall have the burden of proof and the employee shall be allowed to continue his/her employment pending the decision of the arbitrator.

#### **ARTICLE VI - MANAGEMENT RIGHTS**

The City possesses the sole right to operate the Racine Fire Department and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this Agreement and the past practices within the Racine Fire Department unless the past practices are modified by this Agreement, or by the City under rights conferred upon it by this Agreement, or the work rules of the Racine Fire Department. These rights, which are normally exercised by the Chief of the Racine Fire Department, include, but are not limited to, the following:

- A. To direct all operations of the Racine Fire Department.
- B. The Union acknowledges that the establishment and modification of the rules of the Racine Fire Department are within the sole authority of the City of Racine and that it may establish, modify, or repeal rules without negotiations of any type. New rules or changes in rules shall be posted in each Fire Station five (5) calendar days prior to their effective date unless an emergency requires more rapid implementation of the rule. The City agrees that all rules will be reasonable with the reasonableness subject to the Grievance Procedure starting at the second step.

- C. To hire, promote, transfer, and assign employees in positions with the Racine Fire Department.
- D. To suspend, demote, discharge, and take other disciplinary action against employees for just cause, including the filing of charges with the Fire and Police Commission.
- E. To contract out for goods or services, except such services as are presently being performed by bargaining unit members.
- F. To take whatever action is necessary to carry out the functions of the City and the Racine Fire Department in situations of emergency.

The City reserves the total discretion with respect to functions and/or missions of the Department, including the budget, organization and technology of performing that function or mission except as may be modified by State law. The Union agrees that it will not attempt to abridge these management rights and the City agrees that these rights shall not be exercised to undermine this Agreement or the existent past practices in the Department unless said practices have been modified in accordance with this Article. These rights shall be exercised in a reasonable manner, consistent with the traditional manner in which they have been exercised prior to the execution of this Agreement. The exercise of these rights shall be subject to the grievance procedure.

#### **ARTICLE VII - LEAVE OF ABSENCE**

1. Union Business: Leave of absence without pay shall be granted to no more than seven (7) employees at any one time upon request for Union business such as conventions, conclaves, seminars and other Union functions. Leave of absence not to exceed one hundred sixty-eight (168) hours with pay shall be granted each year to the Union Executive Board for Union business, such as conventions, conclaves, seminars, and other Union functions to be divided among those employees at the discretion of the Union Executive Board.
2. Employment with I.A.F.F.: Leave of absence without pay shall also be granted for unit members desirous of taking full-time employment with the International Association of Firefighters, so long as they remain in Union employment, provided the unit member in question notifies the Chief not less than thirty (30) days before commencement of such leave.
3. Election to Public Office: Leave of absence without pay shall also be granted to any member of the unit upon election or appointment to public office, so long as the office does not conflict with the duties and loyalties of a Firefighter. Time off without pay shall be granted to no more than one (1) employee per platoon who is elected to part-time public office to conduct the business of said office. An employee must request permission for such time off from his/her platoon Battalion Chief at least twenty-four (24) hours in advance each time such time off is desired.
4. College Education: A leave of absence without pay shall be granted to a member of the unit desirous of a full-time campus college education in job related disciplines (i.e., Associate Degree in Firefighting Technology, Degree in Fire Department Administration, etc.) provided he/she carries not less than fifteen (15) credits per semester and provided further, that he/she has received the written consent of the Chief not less than thirty days before commencement of such leave.



5. Total Employees on Leave: The total number of employees on leave under Paragraphs 3 and 4 shall not exceed three (3) at any one time.
6. Other Reasons: Leave of absence without pay shall also be granted for military service, sickness, injury or other compelling personal reasons. For the purposes of this paragraph, the phrase 'compelling personal reasons' shall be used as that phrase is used in unemployment compensation matters. For purposes of this clause, the duration of all leaves of absence shall be at the reasonable discretion of the Chief, and, with the exception of military service leave of absence, no leave of absence shall be granted for more than one (1) year, but application may be made for renewal(s) of such leaves and the criteria used to determine whether such renewal(s) shall be granted shall be the same as those used in judging the original application for a leave of absence.

#### **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 IX - NEW WORK**

New work consistent with the traditional mission of the Department shall be introduced at the discretion of the employer and it shall set the rate for that job for the life of this Agreement. Upon the introduction of such work, such employees as are appropriately assigned shall perform such work as is designated by the employer and at the rate designated by the employer. In the event the employee or Union is dissatisfied with the rate, he/she shall have recourse to the arbitration procedure. Any ruling by the arbitrator shall have a retroactive effect as far as practicable. New work as used herein shall be defined as a job which requires the exercise of a skill not presently used or exercised in the Department. To qualify for new skill work, the skill must be one to be projected as a regular, important part of the job.

The City agrees that Firefighters shall not be required under any circumstances to perform riot duty, direct traffic, or perform other police duties during the life of this Agreement.

#### **ARTICLE X - NO STRIKE BREAKING - RACINE**

Within the City of Racine, no Firefighter shall be required to cross a picket line, except in a fire emergency or where there is an imminent threat to property or life requiring his/her presence to perform firefighter functions. Employees ordered to cross picket lines in the event of a reported fire emergency or where there is an imminent threat to property or life, shall perform the ordered task and grieve the correctness of the order later. Refusal to perform such work after having entered an oral grievance shall be grounds for discipline.

In the event that the grievance of an employee claiming a violation of this Article by the City is upheld, the City shall be liable to the Union for liquidated damages in the amount of five hundred dollars (\$500.00) for each violation.

#### **ARTICLE XI - GRIEVANCE PROCEDURE**

1. Definition of Grievance: A grievance shall mean any dispute arising out of this Agreement.

2. Time Limitations: The failure of a party to file or appeal a grievance in a timely fashion as provided herein shall be deemed a waiver of the grievance. A party who fails to receive a reply in a timely fashion shall have the right to automatically proceed to the next step of the grievance procedure. However, these limits may be extended by mutual consent in writing. Saturdays, Sundays, and holidays shall not be considered 'calendar days' for purposes of the time limitation set forth in this Article.
3. Names of Union and City Officials: The Union shall provide the City with a list of the members of the grievance committee in writing and further present the City with a list of the local Union officials assigned to various aspects of the grievance process. The City shall also provide the Union with a list of City officials assigned to process grievances.
4. Settlement of Grievance: Any grievance shall be considered settled at the completion of any step in the procedure, if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next. Silence beyond the time limit for an answer shall be taken as rejection of the grievance.
5. Steps in Procedure:

Step 1: The grievant, or Union in the event of a policy grievance, shall first present the grievance in writing to the Battalion/Division Chief of the Fire Department in charge of his/her platoon no later than thirty (30) calendar days from the day of the last cause of such grievance or from the date that the employee knew about the cause of the grievance. During the pendency of the grievance, the employee shall continue to perform his/her assigned work tasks, except where a safety situation is involved. The grievance shall be presented by the employee and not more than two (2) Union representatives. In the event of a policy grievance (not individual), the employee need not be present. If the grievance is not resolved at this level within three (3) calendar days following its presentation to the Battalion/Division Chief it shall be presented in writing to the Chief of the Fire Department within five (5) calendar days.

Step 2: The Chief shall, within five (5) calendar days, hold an informal meeting with the employee involved and the representatives of the Union. If the matter is not resolved within three (3) calendar days following this meeting, any grievance, except for suspension and discharge under Section 62.13, Wisconsin Statutes, may be submitted to arbitration by either party in accordance with Article XII. Such submission to arbitration shall be made within ten (10) calendar days following the final decision of the Chief. In the event of a grievance relating to suspension or discharge, it shall be processed pursuant to Article VIII of this Agreement.

## **ARTICLE XII - ARBITRATION**

1. Statement of Position: If a satisfactory settlement is not reached in Step 2, the employee and the Union must notify the Chairman of the Finance Committee, the Human Resources Manager, and the Labor Negotiator in writing within ten (10) days after the date that the decision of the Chief has been given to the aggrieved employee that they intend to process the grievance in arbitration. The party desiring arbitration shall submit to the other a statement in writing setting forth its

position relative to the grievance which has been processed through the steps of the grievance procedure. The submission of this written statement shall also be within the said ten (10) day period.

2. Narrowing of Issues: The statement shall concisely set forth the position of the party desiring arbitration which shall be upon the question as submitted in the original grievance which was processed and may be answered by the other party within ten (10) days after receipt of such statement.
3. Arbitration Hearing: The parties shall attempt to agree in advance upon the issue involved and stipulate to facts to be used at the hearing. The Arbitrator selected or appointed shall meet with the parties at the earliest possible date (with respect to the party's rights under Step 2 of the grievance procedure), which can be set to review the evidence and hear testimony relating to the grievance. All arbitration hearings shall be held in the City of Racine.
4. Arbitrator: Any grievance which cannot be settled through the above procedures may be submitted to an Arbitrator to be selected as follows: The City and the Union shall use their best efforts to select a mutually agreeable Arbitrator. If the City and the Union are unable to agree on the Arbitrator within thirty (30) days, either party may request the Wisconsin Employment Relations Commission to prepare a list of five (5) impartial Arbitrators. The Union and the City shall then alternately strike two (2) parties each on the slate with the party filing the grievance exercising the first and third strikes. The Union and the City shall exercise their strikes within fifteen (15) days following the receipt of the slate from the WERC. The remaining Arbitrator on the slate after the strikes shall then be notified of his/her appointment as Arbitrator in a joint statement from the City and the Union.
5. Scope of Award: The decision of the Arbitrator shall be limited to the grievance and shall be restricted solely to the interpretation of the Agreement and such past practices as are existent in the Department unless said practices have been modified pursuant to Article VI of this Agreement. The Arbitrator shall not modify, add to or delete from the express terms of this Agreement or past practices unless said practices have been amended pursuant to the terms of Article VI of this Agreement. The determination of the Arbitrator shall be final and binding upon the parties.
6. Costs: The losing parties shall bear all costs of arbitration, except those incurred by the winning party for the presentation of its case. Attorneys' fees shall not be included in the costs of arbitration. If either party orders a transcript, the transcript cost shall be paid by the loser, including the cost of one (1) original transcript for the Arbitrator, one (1) copy for the City and one (1) copy for the Union.
7. Steps and Time Limits: The parties agree to follow each of the foregoing steps in the processing of a grievance. If the City fails to give a written answer within the time limits set out for any grievance, the employee may immediately appeal to the next steps. Grievances not processed to the next step within the prescribed time limits shall be considered dropped and waived.

### ARTICLE XIII - RESULTS OF UNION ELECTIONS

The Union shall provide written notification to the Chief, Human Resources Manager and the Labor Negotiator (listing the names, titles, and addresses of the Executive Board) within fourteen (14) days following the election of the Executive Board.

### ARTICLE XIV - INSURANCE AND PEER FITNESS TRAINER PROGRAM

1. Medical Coverage: Full-time employees shall be eligible for City paid health insurance following acceptance into the plan by the carrier. The Employer shall define a notional health insurance premium. Employees shall be required to contribute 10% of the monthly notional premium as a premium share for Plan 06A or 5% of the monthly notional premium share for Plan 07A, as approved by the Racine Common Council. All employees who retired after January 1, 1996 shall be subject to placement within the insurance program established for active bargaining unit employees.

The Employer will continue to pay Medicare B and provide City health insurance and retiree will be required to enroll in Medicare B. Employees hired on, or after, 1/1/07 will not be eligible for Medicare B payments by the Employer. Employees hired on, or after, 1/1/07 will not be allowed to remain in the City of Racine's health insurance plan upon reaching the age of Medicare eligibility or federal retirement age, whichever occurs later.

However, any employee retiring on or after 1/1/07 shall be required to pay the premium contribution for insurance in effect at the time of the employee's retirement.

Employees may establish a Flexible Spending Account with voluntary employee contributions to a maximum of \$2,500 per year for medical and \$5,000 per year for dependent care.

Fitness Center Reimbursement: The City will reimburse full time employees and retirees that carry the City of Racine health insurance for 50% of the annual membership fee for a fitness center up to a maximum of \$200 per employee.

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.
3. Life Insurance: The City shall pay for the cost of the State of Wisconsin Group Life Insurance plan for each employee. Retired employees shall be covered by the Wisconsin Group Life Insurance Plan, subject to eligibility rules established by the state.

4. Continued Insurance: The City shall pay the premiums on surgical, hospital, and major medical insurance for any Firefighter who is forced to retire by virtue of duty incurred injury or disease, and for any Firefighter who retires at age fifty-two (52) or over with twenty (20) years or more of continuous service immediately preceding retirement. In the event that a retired Firefighter who is entitled to insurance benefits under the provision of this Section 3 dies leaving dependent survivors, those survivors shall be entitled to health insurance under the provisions of this Section 3 until such time as single dependents exceed the age for dependent coverage under the terms of the City's health insurance policy or until the widow/widower of the deceased Firefighter shall remarry, obtain other health insurance coverage, or be covered under Medicare or Medicaid health insurance, whichever event first occurs.

The City shall pay the premiums on surgical, hospital and major medical insurance for the employee, widow/widower and/or dependent survivors of any Firefighter who dies or becomes disabled by virtue of non-duty related injury or disease provided that the Firefighter has at least fifteen (15) years of continuous service with the Department. This privilege shall terminate upon the remarriage of the widow/widower and/or upon the dependent survivors reaching the age of twenty-five (25) years.

Eligible retirees as of January 1, 1996 shall not be transferred into the Partnership Health Care Plan as described in Section 1 unless said employee exercises the option to transfer out of the Blue Cross/Blue Shield Series 2000 equivalent. This option must be exercised by January 1, 1996 and no retiree may transfer into the MEI comprehensive plan after that date.

5. Widows and Dependents: Widows and dependent survivors of employees not covered under Section 3, above, may continue under the City's medical and hospitalization insurance program in accordance with the terms and conditions of that insurance plan provided that the widow and/or dependent survivors pay the premium for said coverage. This privilege shall terminate upon the remarriage of the widow and/or upon the dependent survivors reaching the age of twenty-five (25) years.
6. The IAFF/IAFC Peer Fitness Initiative is a voluntary, non-punitive activity consisting of a 60 to 90 minute workout at regular intervals throughout the calendar year based on Peer Fitness Initiative criteria.

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.

For 2018, the stipend shall be payable at \$7.12 per hour. The stipend shall increase annually at an amount equal to the wage rate percentage increase. (See Appendix 'B').

Forty Hour personnel shall be afforded the opportunity to participate in the Peer Fitness Initiative provided their participation does not interfere with other assigned duties.

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 \$712.00. 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.

The City shall cover the cost of continuing education through ACE and the on line program to maintain the member's certification. Presently PFT and ACE require 1.2 CEC's every two years. The City will cover up to 1.5 CEC's of continuing education every two years. Members may complete the continuing education while on duty using City computers if appropriate. Requests for ACE training other than the programs available through the Internet shall be handled by the "Request to Attend Training" form. Members shall provide the Fire Chief, in a timely manner, evidence of satisfactory completion of the continuing education requirement to remain eligible for the additional annual stipend.

The City and Union agree to form a Peer Fitness Trainer Committee to discuss the quality and efficiency of the program for the purpose of making appropriate recommendations.

#### **ARTICLE XV - PENSION**

1. Chapter 40 Pension: Each employee shall pay 100% of his or her state mandated employee Wisconsin Retirement System contribution.

#### **ARTICLE XVI - VACATION SCHEDULING PROCEDURE**

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.
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.

#### **ARTICLE XVII - VACATION BENEFITS**

Members of the unit shall be entitled to a vacation with pay as follows:

1. 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

17 days after 14 years  
20 days after 18 years  
25 days after 23 years

2. 56-Hour Week: 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  
10 work days after 14 years  
12 work days after 18 years  
15 work days after 23 years

Vacations shall be scheduled to commence on the first work day of a nine (9) day cycle.

3. New 40-Hour Per Week Employees: Effective January 1, 1980, employees having less than one (1) year of service by the first day of January shall earn vacation at the rate of one-half (1/2) work day per full month of employment up to November 1<sup>st</sup>, not to exceed five (5) days. Thereafter, time in service on or before December 31<sup>st</sup> of each year shall be used as the basis for computing the length of vacation to which each employee is entitled. First-year employees must work one (1) full year from their date of hire before they are entitled to their full vacation accrual (Example: An employee who starts work on August 1, 1979 would be on the payroll as of December 31, 1979 and would therefore be entitled to a full vacation allotment for 1980, provided the employee remained on the payroll until August 1, 1980, one (1) full year after date of hire). First-year employees who terminate or are terminated before completion of one (1) year from their date of hire shall receive prorated vacation based on the number of full months worked from the previous December 31<sup>st</sup>, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12).
4. New 56-Hour Per Week Employees: Effective January 1, 1980, employees having less than one (1) year of service by the first day of January shall earn vacation at the rate of one-third (1/3) work day per full month of employment up to November 1<sup>st</sup>, not to exceed three (3) full work days. Thereafter, time in service on or before December 31<sup>st</sup> of each year shall be used as the basis for computing the length of vacation to which each employee is entitled. First-year employees must work one (1) full year from their date of hire before they are entitled to their full vacation accrual (Example: An employee who starts work on August 1, 1979 would be on the payroll as of December 31, 1979 and would therefore be entitled to a full vacation allotment for 1980, provided the employee remained on the payroll until August 1, 1980, one (1) full year after date of hire). First-year employees who terminate or are terminated before completion of one (1) year from their date of hire shall receive prorated vacation based on the number of full months worked from the previous December 31<sup>st</sup>, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12).
5. Other Employees: Effective January 1, 1980, time in service on or before December 31<sup>st</sup> of each year shall be used as the basis for computing the length of vacation to which each employee is entitled during the following calendar year. Employees who terminate their employment during the calendar year are entitled to their full vacation allotment, provided they submit a two (2) week written notice of termination. Failure to provide a written notification shall result in their vacation

being prorated based on the number of full months worked from the previous December 31<sup>st</sup>, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Also employees who are terminated for disciplinary reasons will also receive vacation on a prorated basis.

6. Retirement: For purposes of retirement only, a Firefighter who worked up to and through December 31<sup>st</sup> of a given year will receive his/her next year's vacation allotment in the event he/she retires on December 31.
7. Death/Total Disability: The survivors of an employee who dies or is unable to work due to a disability prior to December 31 shall be entitled to any unused vacation not taken by the employee during the calendar year of death or disability.
8. Vacation Picks: There will be no limit on vacation picks for Lieutenants. A minimum of six employees may be on vacation at one time and of those six, a maximum of two (2) may be Captains. 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. Pay back of trades will be increased to one year provided that all trades must balance at the end of the calendar year.

#### **ARTICLE XVIII - LONGEVITY**

The City agrees to pay longevity pay to all employees who have completed continuous uninterrupted service, as follows:

- After five years – 2.0% of his/her base pay per month as longevity pay
- After 10 years – 3.5% of his/her base pay per month as longevity pay
- After 15 years – 5.0% of his/her base pay per month as longevity pay

Longevity payments shall commence at the end of the closest payroll period ending after the anniversary date of hire. These payments shall be divided equally with each payroll period each month commencing in January.

Employees hired subsequent to the date of ratification of the 1986-87 agreement by the City Council (May 6, 1986) will not be eligible for longevity pay.

#### **ARTICLE XIX - PROMOTIONAL PROCEDURE**

1. Promotions: Promotions shall be in accordance with Section 62.13, Wisconsin Statutes. Prior to or simultaneously with the promotion of any member of the unit to Lieutenant or Captain, the Chief of the Department shall post on bulletin boards of all stations the test score and the seniority of each promotional candidate identified by a code number.
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). References to



rules, policies, and books from within the SOP's shall not be used for the purpose of testing unless they are explicitly included in the list of study/resource material. The test grade of each individual candidate shall be sent simultaneously to the Employer and the home address of the individual candidate by the testing agency.

3. Police and Fire Commission Interviews: The promotional candidate recommended by the Chief for promotion may, at the option of the Commission, be interviewed by the Racine Police and Fire Commission prior to its consideration of this recommendation for promotion.
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 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 to the 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.
5. Promotions Below Grade of Lieutenant (F-4.0): If a vacancy occurs requiring an upgrading in classification below the grade of Lieutenant (F-4.0), the required upgrading shall be done as follows:
  - A. Private (F-2) to Private (F-2.5): Where skill and ability are equal and the employee seeking to be upgraded has served in a regular Private (F-2) capacity for a minimum of one (1) year and has driver certification for the type of apparatus to which he/she wishes to be transferred, the transfer will be made on the basis of seniority.
  - B. Private (F-2) to Private (F-2.7) (Rescue Squad/Paramedic): Where skill and ability are equal and the employee seeking to be upgraded has a minimum of one (1) full calendar year of service with the Racine Fire Department and the employee desiring to be upgraded holds a valid EMT/EMT Paramedic Certification from the State of Wisconsin, the transfer will be made on the basis of seniority.
  - C. Transfer to D/O (F-2.85) (D/O – Rescue Squad/Paramedic): Where skill and ability are equal and the employee holds a valid EMT/EMT Paramedic Certification from the State of Wisconsin and has been driver certified for the rescue squad by the training officer, the transfer will be made on the basis of seniority.
6. Promotion to Grade of Lieutenant (F-4.0) through Captain (F-5.85): The Union recognizes that promotion to the grades of lieutenant (F-4.0) through Captain (F-5.85) requires specialized knowledge of firefighting technology, administrative ability, leadership qualities and the ability to manage personnel.

In the case of promotion to Lieutenant and Captain positions on rescue squad, the parties recognize that the employee must hold a valid EMT/EMT Paramedic Certification from the State of Wisconsin. The parties agree that EMT/EMT Paramedic certified officers will not be transferred from the rescue squad for the sole purpose of circumventing the line promotional procedure. All rescue vacancies as defined in Section 4 and any newly created rescue squad positions must be posted for ten (10) days and the senior qualified employee shall be awarded the position.

The City agrees that, pursuant to Section 62.13, Wisconsin Statutes, it will recommend to the Racine Police and Fire Commission for promotion the employee who stands first on the respective eligibility list for said promotion. There shall be separate eligibility lists and separate tests for the following positions:

- A. Administrative Lieutenant (F-4.5)
- B. Lieutenant (F-4.0)
- C. F.I.R.O. Lieutenant (F-4.5)
- D. Captain (F-5.0)
- E. F.I.R.O. Captain (F-5.5)

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) 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 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.

The promotional eligibility lists for the grade of Lieutenant and the grade of Captain shall be effective for two (2) year periods. Candidates for promotion shall not be allowed to carry forward any grades achieved in compilation of previous promotional lists.

An employee who was promoted from the separate Fire Prevention Bureau or Administrative Lieutenant 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. If no promotional opportunity occurs for this employee during the two (2) year eligibility list, the employee shall be required to retest.

A recognized testing agency's written examination shall be given for all those seeking to be promoted to the grade of Lieutenant and to all those seeking to be promoted to the grade of Captain during the month of January, of odd numbered years. In the event the promotional list for any position is exhausted, a new test will be administered and a new list compiled prior to any further promotion. The testing agency shall establish a valid and reliable promotional exam and shall have the sole discretion in determining the level of difficulty of the promotional exams.

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 Chief shall continue down that list in order of seniority until a qualified member accepts the position. When the 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 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 Chief, will not be given until all members on the list have been promoted.

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. Employees who are bumped back in rank as a result of another 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 employee being bumped back will be placed first on the subsequent promotional list. If the bumped employee is not promoted off the subsequent promotional list the employee must retest for future promotional opportunities.
8. Written Test: The written test shall be prepared and administered by a recognized testing agency.

#### **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 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 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.

3. Other Relatives: Uncles and aunts are not classed as immediate relatives, but if the funeral for same is held in the City, the member, if he/she wishes to attend the funeral and report for duty immediately thereafter.

If a member desires to attend a funeral for any other relative, he/she must have another Firefighter work for him/her or trade a furlough day.

4. Reasonable Notice Required: In all of these cases, the Battalion/Division Chief shall be notified a reasonable time in advance to allow proper scheduling of personnel. In the event of an emergency, the Fire Chief reserves the right to control the nature and extent of such funeral leave.

#### **ARTICLE XXI - 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 1<sup>st</sup> 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.

## ARTICLE XXII - SICK LEAVE AND CASUAL DAYS

Sick leave shall be as follows:

1. Definitions:
  - A. For all members of the Department on 24-hour shifts a day of sick leave shall mean 11.2 working hours.
  - B. For all members of the Department, on other than 24-hour working shifts, a day of sick leave shall mean 8 working hours.
  - C. 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.
  - D. 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.
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.

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.

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 1120 hours for employees working 8-hour shifts.

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.

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 seventy two (72) hours of casual time off annually. The employee shall earn casual time off based on the following schedule:

1. Thirty six (36) 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 900 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 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 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.

### **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 determining 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 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 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 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 CONTRACT TIME OFF**

Members of the unit shall be granted ten (10) calendar days off per year in lieu of ten (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 ten (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

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 a total of twelve (12) holidays. Eleven (11) holidays 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 before casual time off is selected. Each listed holiday represents 8 hours of time off.

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 (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.

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 contract time off 'cashed out' before his/her retirement date, must notify the Administrative Lieutenant and 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.

B. Other Employees

1. Any employee not covered by Section A above who wishes to have his/her 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 contract time off entitlement was earned.

NOTE – This contract time off is NOT FLSA compensatory time off and when a payout is requested is paid out at straight time.

#### **ARTICLE XXV - EDUCATION CREDITS**

Firefighters who are hired on or after January 1, 1978 or who enter the program after the fall semester of 1978, shall be paid the sum of fifty cents (\$.50) per credit per month for credits earned in the program of a suitable school or schools as approved by the Chief. Increases in amounts of payments being made to a Firefighter shall be made upon successful completion of each complete unit of seventeen (17) credits. That is, amounts paid under this educational incentive program will be adjusted upon successful completion of seventeen (17), thirty-four (34) and fifty-one (51) credits and upon receipt of the Associate Degree.

Payments shall commence upon successful completion of the eighteen (18) month probationary period of employment but shall not be retroactive to the date of employment.

Education credit payments shall commence effective as of the date of successful accomplishments of the requisite credits. These payments shall be divided equally with each payroll period each month commencing with the first day of the month immediately following that in which the successful completion of the requisite credits took place.

In the event that the hiring requirements for the Racine Fire Department are changed to include education beyond the high school level, such education shall not make any firefighter eligible for payments under this educational incentive program. However, such change in the hiring requirements will not affect payments being made under this program to firefighters involved in the program at that time.

**ARTICLE XXVI - WORK WEEK**

The normal workweek for all employees who perform fire-fighting duties shall be an average of not more than fifty-six (56) hours, computed over a period of one (1) calendar year. The platooning of all employees shall be established by the Chief of the Fire Department. Each platoon shall work its fifty-six (56) hour week as follows: Work one (1) 24-hour period, have one (1) 24-hour period off, work one (1) 24-hour period, and have one 24-hour period off, work one 24-hour period, and have four (4) 24-hour periods off.

**ARTICLE XXVII - OVERTIME PAY**

- 1. Definition: Members of the Department in grades up to and including F-5.85, who are called back to fill the minimum daily requirements of the Department or are called back to perform line fire fighting duties (which would exclude, for example, fire inspection or other non-emergency work) shall receive overtime pay for time worked in excess of their regular work week at one and one-half (1 ½) times their regular rate; they shall be paid for such overtime work a minimum of four hours at one and one-half (1 ½) times the rate of pay which they receive for performing their regularly assigned duties.

Such overtime rate of pay shall be established by dividing the individual’s bi-weekly salary by 112 for an individual working a 56-hour workweek. No overtime shall be paid unless the individual is performing duties assigned to him by the Chief.

- 2. Definition of On-Call Shift: The On-Call Shift shall be determined in accordance with the following table:

	on		on		on	off	off	off
duty	call	duty	call	duty	call	duty	duty	duty

All On-Call Shift personnel shall be available in the event of emergency, any other provisions in this paragraph notwithstanding.

- 3. Minimum Hours: Employees called in for overtime work, other than under the circumstances set out in paragraph 1 of this Article, shall be paid a minimum of four (4) hours of pay at a rate of pay per hour based on their hourly rate or at the time and one-half rate, whichever is the higher amount.
  - A. Extended Work Day: Any employee required to continue working after his/her regular quitting time shall be paid overtime pay for only the actual time worked beyond his/her regular quitting time and shall be paid for such overtime work at one and one-half (1 ½) times his regular rate of pay.
- 4. Scuba-Diving Pay: Employees called in for scuba diving work shall be paid in accordance with the minimum hours provisions of paragraph 3 of this Article XXVII. Employees performing scuba diving work during their shift shall receive no additional pay for the scuba diving work.
- 5. Court Time: In the event an employee is subpoenaed to testify in court on Racine Fire Department job related matter and such testimony takes place outside of the employee’s regularly scheduled work shift, the employee shall be paid a minimum of four (4) hours of pay at a rate of pay per hour based upon his/her hourly rate, or at the time and one-half (1-½) rate, whichever is the higher

amount. In the event such testimony takes place during the employee's regularly scheduled hours, he/she shall receive his/her regular rate of pay and turn over any witness fees received to the City.

6. Work Period: For purposes of determining overtime payments under the Fair Labor Standards Act of 1974 Amendments affecting Firefighters, the work period is defined as twenty-seven (27) consecutive, twenty-four (24) hour periods commencing on January 1, 1976.
7. Reopener: In the event that the City is required by law to make additional payments for hours worked in excess of an average work week which is less than the present 56-hour average work week, this contract may be reopened at the option of the City to revise this contract so that the City is not liable for any additional wage payments for the present regular work week.
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 hours or more 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.
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 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.

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

### **ARTICLE XXVIII - PAY GRADES**

The Department shall maintain, during the life of this Agreement, the following pay grades:

<u>Grade</u> .....	<u>Description</u>
F-2.....	Private
F-2.5.....	Driver/Operator

F-2.6.....	Rescue Squad-Private
F-2.7.....	Private Firefighter/Paramedic
F-2.75.....	Rescue Squad-Driver/Operator
F-2.85.....	D/O Firefighter/Paramedic
F-4.....	Lieutenant – Fire
F-4.5.....	Administrative Lieutenant
F-4.5.....	F.I.R.O. – Lt.
F-4.75.....	Fire Lieutenants-Rescue Squad
F-4.85.....	Lt. Firefighter/Paramedic
F-5.....	Fire Captains
F-5.5.....	Fire Captain – F.I.R.O.
F-5.75.....	Fire Captain – Rescue Squad
F-5.85.....	Captain Firefighter/Paramedic

**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.

Percentage Rates for calculating New Hire WOOC through 35 months of employment

F 2.0 to F 2.5	2.1649%	F 2.0 to F 2.6	3.6589%
F 2.0 to F 2.75	5.8490%		

Line members filling in for Line Captains shall receive Lieutenants Out of Class Pay only.

Work Out of Grade – Temporary Fill-in: For members of the Department that are required to fill in on front line engine, truck, quint, or rescue squad companies while an assigned member is absent, the member who is filling in shall receive four (4) hours of work out of grade pay at his/her rate of pay or the rate of the job, whichever is higher if that member responds on an emergency run. If more than one emergency run occurs within the four hour block of time, starting with the dispatch time of the first emergency run, there shall be no further work out of grade paid. Work out of grade shall be paid in four (4) hour increments not to exceed 24 hours.

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.

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.

Workday trades will be approved subject to Standard Operating Procedure Section 3, Trades, within two (2) groups: Group A will consist of officers, Driver/Operators and second drivers. Group B will consist of Driver/Operators, second drivers and privates. The above Groups are defined by permanently assigned positions.

The City and Local 321, IAFF, agree that the parties are not bound by past practices, if any, concerning application of work trades, and such past practices are hereby terminated.

For trades of four hours or less, the Company Officer and Battalion Chief shall be notified in a timely manner. Trade paperwork shall remain in the station. Time is not entered on the time card. Individuals involved shall be responsible for time repayment.

Trades that exceed four hours cumulatively, for example three four-hour trades are paid back in one twelve-hour tour, will be submitted to the Company Office and Battalion Chief for approval and entered on the time card.

Overtime shall be paid when a member works past 0700 hours at shift change per Article XXVII.

### **ARTICLE XXX - UNIFORMS**

Upon arrival at the station for duty, employees shall immediately change into their in-quarters uniform. No civilian clothing may be worn while on duty. Duty tour is 7:00 a.m. to 7:00 a.m. unless relieved earlier by his/her partner.

### **ARTICLE XXXI - MILITARY DUTY**

For a period not to exceed 32 calendar days, any member required to perform military service may use any combination of trades, vacation time, holiday time, comp time or leave of absence at the member's discretion.

## **ARTICLE XXXII - EMERGENCY WORK**

Supervisors shall not be restricted from performing work in the bargaining unit during an emergency.

## **ARTICLE XXXIII - PRINTING OF CONTRACTS**

The City shall, within thirty (30) days of the signing of this Agreement, print the contract and supply one (1) copy for each member of the Department, and furnish a copy to each new hire in the Department.

The Union shall be furnished with fifty (50) extra copies of the contract.

## **ARTICLE XXXIV - NO STRIKE AGREEMENT**

The Union shall not encourage nor counsel its members or any person within its bargaining jurisdiction to strike. A strike in this clause is defined as any concerted act of work stoppage, slowdown or refusal to perform any customarily assigned duties. The occurrence of a strike shall be deemed in violation of this contract. Any action prohibited in this clause shall be deemed to be just cause for imposition of the following penalties upon any violator within the bargaining jurisdiction of the Union.

1. Discharge and other disciplinary actions countenanced by this contract or past practices.
2. Loss of compensation, vacation benefits, and holiday pay, during the period of the stoppage.

Upon notification to the Union, confirmed in writing by the City, that certain of its members are engaged in a strike as defined within this clause, the Union shall immediately order such members to return to work immediately and a responsible elected officer of the Union shall order their return to work. In the event that a strike as defined in this clause occurs, upon notification to the Union, the Union agrees to take good faith action to secure the members to return to work as promptly as possible.

Failure of the Union to so cooperate in seeking the return to work of its members shall be presumptive evidence that the Union has encouraged or counseled the strike.

If the Union has either directly or indirectly authorized, sanctioned, encouraged, or counseled any strike as defined above, the Union shall be liable to the City for liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day that a company of the Firefighters or more refuse to perform their regular duties.

If fewer than a company of men refuse to perform their duties, the Union shall be liable to the City for liquidated damages in the amount of two hundred dollars (\$200.00) per day for each such day.

The City and the Union agree that the City, at its election, may seek payment of any liquidated damages owed under this provision either in a State suit proceeding or through the arbitration procedures set forth in this Agreement.

In addition to the penalties provided herein, the City may enforce any other legal rights and remedies to which it is entitled by law.

## 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.
  - 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 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. 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 and then the assigned station. 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 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. 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 a non-adjunct EMT-Paramedic.
  - ii. Less senior EMT-Paramedics may fill a vacancy over more senior EMT-Basic members.
  - 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 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 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:

1. Normal attrition resulting from retirement or resignation shall be relied upon to the extent it is administratively feasible.
2. The City will next consider any volunteers for layoff.
3. In the event Steps 1 and 2 are insufficient to accomplish the reduction decided upon by the City, Firefighters shall then be laid off in inverse order of their seniority in the Department.
4. In the event a Captain, Lieutenant or Driver/Operator position is eliminated, the officer affected may exercise his/her departmental seniority to bump the least senior officer within his/her rank provided he/she is certified to perform the duties of the officer bumped.

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.

Any Firefighter laid off pursuant to this provision shall be eligible for recall for a minimum period of three (3) years or period of seniority, whichever is greater, following layoff. In the event of a vacancy or the creation of a new position, those Firefighters on layoff shall be reinstated in inverse order of their layoff.

Seniority shall continue to accrue during the period of layoff and employees on layoff shall be entitled to take any promotional exams for which they are eligible. The City and the Union shall both undertake to notify any laid off Firefighter of promotional examinations for which he/she is eligible.

A laid off Firefighter shall retain his/her sick leave accumulation during layoff and shall begin accumulating from the level at layoff upon recall.

## **ARTICLE XXXVII - JURY DUTY**

Employees shall be granted time off from duty with pay for reporting to jury duty or for jury service upon presentation of satisfactory evidence of such duty or service. However, compensation received by the employee for such jury duty, exclusive of travel pay, must be paid over to the City immediately in exchange for the employee's regular paycheck.

## **ARTICLE XXXVIII - SEVERABILITY**

The parties hereto agree that if for any reason any clause herein is found to be in violation of law, such finding shall not impair the enforceability of any other part of the Agreement, and the remainder of the Agreement shall continue in force. In addition, the parties agree that they will enter into negotiations

regarding matters believed by the parties to be strictly within the authority of the Racine Police and Fire Commission if such matters are found finally as a matter of law to be negotiable between the City and the Union.

#### **ARTICLE XXXIX - MODIFICATION CLAUSE**

To the extent that the provisions of this Agreement are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements contained herein.

#### **ARTICLE XL - SAFETY**

In the event the Chief elects to change the manning policy delivered to the Union on January 13, 1982 during the term of this Agreement, the Union retains the right to bargain the impact of any changes upon safety.

#### **ARTICLE XLI - PARAMEDIC/FIREFIGHTER DIVISION**

Section 1: 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 of Gateway Technical College. 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. 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.

Section 5: A firefighter/paramedic may make time trades with other firefighters in the department provided two paramedics per ALS unit are still on duty. If the trade would drop the number of firefighter/paramedics on duty below two, the trade must be with another firefighter/paramedic.

Section 6: Paramedic trainees, during their period of classroom training, shall not be eligible for recall under this agreement. 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 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 9: The City shall provide all necessary medical tests in accordance with current Fire Department protocol. The City will also provide an annual TB test to firefighters who request it.

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.

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 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 may request a temporary sabbatical leave of absence for normal paramedic duties.
- B. Requests shall be in writing to the Fire Chief indication specific reasons for the temporary sabbatical leave request. The request shall specify the duration of the leave desired.
- C. All requests shall be reviewed and approved by a Committee composed of the Fire Chief, Union President and Medical Director.
- D. Paramedic 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 who are on first time temporary sabbatical leave will receive paramedic special premium pay during the leave period up to 90 (ninety) calendar days.
- 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 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 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 shall be required to ride a med unit if a med unit is below the required two paramedics.

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 be 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 19: The department shall have a minimum of two paramedics assigned to each med unit. 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.

Section 20: When a paramedic rescue squad is below the minimum manning of six paramedics citywide and no other on duty paramedics are available to bring the rescue squad 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.

Section 21: When a paramedic is recalled off of the regular recall list, and there is an opening on a paramedic rescue squad, that paramedic will fill-in on the paramedic unit.

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

## **ARTICLE XLII - MISCELLANEOUS PROVISIONS**

### **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 Bureau Division Chief: Two and one half percent (2.5%) above the current base pay rate of Bureau Captain.
3. Pay for acting Division Chiefs of Training and Maintenance: Beginning rate of second quartile of non-rep salary range 15.

### **B. Residency Requirement:** Although residency within the City limits is preferred, all bargaining unit members must, sixty (60) days from the completion of their probationary period, establish residency within the State of Wisconsin. All employees must maintain residency within this area during their employment with the City.

### **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 rescue within one year of joining the team. Dive team members shall be capable of sub-surface 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 \$325 annually for PADI, or nationally recognized equivalent, certification payable by December 31<sup>st</sup> of each year. Water Rescue Dive Team members shall receive an additional \$325 annually for certification in open water rescue for a total of \$650 annually payable by December 31<sup>st</sup> of each year. For Dive Team members who obtain and maintain Ice Water Rescue, and Swift Water Rescue certifications they shall receive an additional \$125 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.

- D. Self-Contained Breathing Apparatus Repair Technician Stipend. The Fire Chief shall have the sole discretion to appoint members of the department to the Self Contained Breathing Apparatus (SCBA) Repair Technician support role. Where skill and ability are equal, appointments shall be made by seniority. Members shall submit their interest in becoming a technician by email to the Chief. Members of the SCBA Repair Technician team shall be assigned to Fire Station 1 and shall be certified, and maintain certification, for the repair and certification of the Scott Self Contained Breathing Apparatus currently used by the fire department. In addition SCBA Repair Technicians shall conduct annual mask fitness testing as required and also conduct required air sampling of the compressed air system on a regular basis. SCBA Technicians shall receive \$650 annually payable by December 31<sup>st</sup> of each year. SCBA Technicians stipend shall be pro-rated when appropriate and shall be calculated from the month the member achieves certification is appointed to perform the SCBA Repair Technician Support Role.
- E. Casual 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 time off shall be awarded to each member for their participation in the on call investigation schedule. Casual 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 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. Trading of coverage days among Fire Prevention Bureau members will not impact their Casual time. Time trades for coverage shall be as equitable as possible.

### **ARTICLE XLIII - RANDOM DRUG/ALCOHOL TESTING**

A random drug and alcohol testing policy for all members of Local 321 is in effect. The number of members tested each quarter will be determined by the Chief. A minimum of 5% and a maximum of 20% of the members shall be tested on a quarterly basis. The random selection shall be determined by the facility contracted to provide drug and alcohol testing for the Racine Fire Department. The Fire Chief shall receive the results of the selection process and match identification numbers up with department members selected for testing. The Battalion Chiefs shall verify the matching of identification numbers with department member's names and shall implement the testing in accordance with the random drug and alcohol protocol. The disposition of members testing positive on a random drug/alcohol test shall conform to the drug/alcohol policy in effect between the City and Local 321.

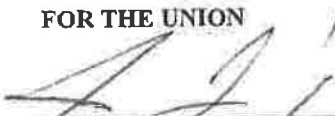
### **ARTICLE XLIV - CONSOLIDATION, MERGER, OR COMBINING OF FIRE PROTECTION/EMERGENCY MEDICAL SERVICES (condensed hereafter as "consolidation")**

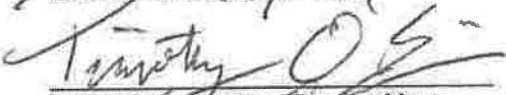
- A. The City may pursue consolidation of its Fire Department with that of another municipality or municipalities. If the result of such consolidation is that a new entity, body, employer, or governmental unit other than an governmental unit existing as of January 1, 2011, the City agrees:
  - 1. That the new fire protection/emergency medical services (E.M.S.) provider shall employ all members then represented by Local 321 as non-probationary employees, and
  - 2. That the new fire protection/E.M.S provider shall employ all members then represented by Local 321 with the full transfer of seniority and at the rank held at time of consolidation, and
  - 3. That the City will not reduce authorized Local 321-represented positions or modify the Fire Department rank structure in pursuit of consolidation.
- B. For all L-321 members hired on or before consolidation, the City shall guarantee the wages and benefits in effect, under Articles VI, IX, XI, XII, XV, XVII, XVIII, XIX, XX, XXI, XXII (Retirement Gratuity to be paid within 30 days of consolidation), XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXXI, XXXV, XXXVII, XXIX, XLI Section 2, 8, 10, XLII, Sections A, B, C, and D (D includes paragraph re: FPB pagers), LOUs re: Vacations and Precepting, and Appendix "A" Wage Rates at the time of the consolidation of such services for a period of 24 months for such members represented by Local 321 at the time of consolidation of such services, or until the members are covered by a collective bargaining agreement with the new fire protection/E.M.S. provider, whichever occurs first.
- C. For all L-321 members hired on or before the event of such consolidation, the City shall guarantee that the members will be allowed to continue in the City's health insurance program, as set forth in Article XIV, and continuing under the same terms and conditions as then exist for members of the Racine Police Association bargaining unit.
- D. Notwithstanding anything else contained herein, the terms "consolidation, merger, or other combination of such services" shall not be interpreted to include mutual aid agreements. For definition purposes, a fire protection district is considered a combination of services. Notwithstanding anything else contained herein, if the result of consolidation is that the City of Racine Fire Department is functionally absorbed into the South Shore Fire Department or the Village of Caledonia Fire Department, such consolidation shall be considered a "new entity" for the purposes of this article.



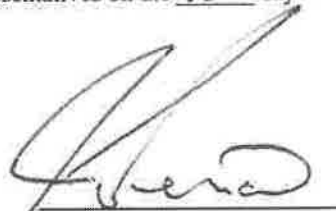
IN WITNESS WHEREOF, the City has caused this instrument to be signed by its accredited representatives and the Union by its accredited representatives on the 16<sup>th</sup> day of April, 2018.

FOR THE UNION

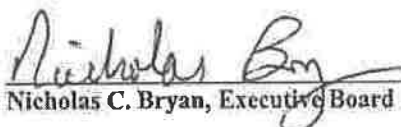
  
\_\_\_\_\_  
Jose J. Carbajal, President

  
\_\_\_\_\_  
Timothy R. O'Brien, Vice President


  
\_\_\_\_\_  
Matthew T. Bodenbach, Secretary/Treasurer


  
\_\_\_\_\_  
Jose A. Pena, Executive Board

  
\_\_\_\_\_  
Brian J. Turczynski, Executive Board

  
\_\_\_\_\_  
Nicholas C. Bryan, Executive Board

FOR THE CITY


  
\_\_\_\_\_  
Cory Mason, Mayor

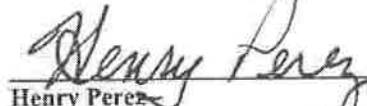
  
\_\_\_\_\_  
Tara McMenamin, Assistant City Clerk


  
\_\_\_\_\_  
Q. A. Shakoor, II, Chairman  
Finance & Personnel Committee

  
\_\_\_\_\_  
James Morgan, Vice-Chairman  
Finance & Personnel Committee

  
\_\_\_\_\_  
Mary Land  
Finance & Personnel Committee

  
\_\_\_\_\_  
Dennis Wiser  
Finance & Personnel Committee

  
\_\_\_\_\_  
Henry Perez  
Finance & Personnel Committee

  
\_\_\_\_\_  
Timothy Thompkins  
Human Resources Manager

**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.

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.

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.

**Side Letter of Agreement - Medicare**  
**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. 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.

**LETTER OF UNDERSTANDING - Dispatch  
Emergency Dispatch Operations - Emergency Operations Center.**

The City of Racine dispatch center is the backup dispatch center for Joint Dispatch operations with Racine County. The backup dispatch center will be maintained in a state of readiness by the City and County for immediate operation in the event the Joint Dispatch Center located at Ives Grove must be abandoned for whatever reason. During the period of time it takes to move Supervisors, Dispatchers, and Call Takers from Ives Grove to Racine, there is a need to provide Call Taking and Dispatching services from the backup dispatch center. It is hereby agreed by and between the parties, the City of Racine and Local 321, that, within three months after a Director is hired for the Joint Dispatch Center, the parties shall meet to discuss the creation and implementation of procedures for Local 321 members to be trained and temporarily staff the backup dispatch center during such times of need.

**APPENDIX 'A'**  
**JANUARY 1, 2018 (+1.55%)**

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-2	17.77	18.75	19.74	20.73	21.72	22.71	23.69
	1989.81	2100.44	2211.08	2321.71	2432.36	2542.97	2653.09
	4311.26	4550.95	4790.67	5030.37	5270.11	5509.77	5748.36
	51,735.06	54,611.44	57,488.08	60,364.46	63,241.36	66,117.22	68,980.34
Private							
F-2.5	18.15	19.16	20.17	21.18	22.19	23.20	24.20
	2032.89	2145.91	2258.94	2371.97	2485.01	2598.02	2710.51
	4404.60	4649.47	4894.37	5139.27	5384.19	5629.04	5872.77
	52,855.14	55,793.66	58,732.44	61,671.22	64,610.26	67,548.52	70,473.26
Driver – Operator							
F-2.6	18.42	19.44	20.46	21.49	22.51	23.54	24.56
	2062.62	2177.30	2291.98	2406.66	2521.34	2636.02	2750.16
	4469.01	4717.48	4965.96	5214.43	5462.90	5711.38	5958.68
	53,628.12	56,609.80	59,591.48	62,573.16	65,554.84	68,536.52	71,504.16
Private – Rescue Squad							
F-2.75	18.81	19.85	20.90	21.94	22.99	24.03	25.07
	2106.20	2223.30	2340.40	2457.51	2574.61	2691.70	2808.25
	4563.43	4817.15	5070.87	5324.61	5578.32	5832.02	6084.54
	54,761.20	57,805.80	60,850.40	63,895.26	66,939.86	69,984.20	73,014.50
Driver – Rescue Squad							
F-4							26.29
							2944.18
							6379.06
							76,548.68
Fire Lieutenant							
F-4.5							37.72
							3017.36
							6537.61
							78,451.36
Administrative Lieutenant F.I.R.O. – Lieutenant							
F-4.75							27.19
							3044.86
							6597.21
							79,166.48
Fire Lieutenant – Rescue Squad							

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-5							27.74 3106.68 6731.14 80,773.68
Fire Captain							
F-5.5							39.75 3179.83 6889.63 82,675.58
Fire Captain – Fire Prevention Bureau							
F-5.75							28.65 3208.81 6952.42 83,429.06
Fire Captain – Rescue Squad							

## APPENDIX 'A'

### January 1, 2018 PARAMEDIC WAGE RATES (+1.55%)

	Certified	End of 1 <sup>st</sup> Year	End of 3 <sup>rd</sup> Year	End of 7 <sup>th</sup> Year	End of 11 <sup>th</sup> Year
<b>*F-2.7</b>	24.87	24.99	25.11	25.36	25.61
	2785.70	2799.02	2812.27	2840.36	2868.81
	6035.68	6064.54	6093.25	6154.11	6215.76
	72,428.20	72,774.52	73,119.02	73,849.36	74,589.06
Private Firefighter/Paramedic					
<b>F-2.85</b>	25.41	25.53	25.65	25.91	26.17
	2846.01	2859.56	2873.14	2901.88	2930.56
	6166.36	6195.71	6225.14	6287.41	6349.55
	73,996.26	74,348.56	74,701.64	75,448.88	76,194.56
Driver/Operator Firefighter/Paramedic					
<b>F-4.85</b>	27.60	27.73	27.87	28.14	28.43
	3091.44	3106.10	3120.88	3152.08	3183.63
	6698.12	6729.88	6761.91	6829.51	6897.87
	80,377.44	80,758.60	81,142.88	81,954.08	82,774.38
Lieutenant Firefighter/Paramedic					
<b>F-5.85</b>	29.13	29.26	29.40	29.70	29.99
	3262.02	3277.58	3293.02	3325.95	3359.23
	7067.71	7101.42	7134.88	7206.23	7278.33
	84,812.52	85,217.08	85,618.52	86,474.70	87,339.98
Captain Firefighter/Paramedic					

\* The F-2.7 rates are based on the top step Private. Paramedics who have not yet reached the maximum Private rate will be paid the Paramedic premium based on the step they are in.

**APPENDIX 'A'**  
**JULY 1, 2018 (+1.00%)**

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-2	17.94 2009.71 4354.37 52,252.41	18.94 2121.44 4596.46 55,157.55	19.94 2233.19 4838.58 58,062.96	20.94 2344.93 5080.68 60,968.10	21.93 2456.68 5322.81 63,873.77	22.93 2568.40 5564.87 66,778.39	23.93 2679.62 5805.85 69,670.14
Private							
F-2.5	18.33 2053.22 4448.64 53,383.69	19.35 2167.37 4695.97 56,351.60	20.37 2281.53 4943.31 59,319.76	21.39 2395.69 5190.66 62,287.93	22.41 2509.86 5438.03 65,256.36	23.43 2624.00 5685.33 68,224.01	24.44 2737.62 5931.50 71,177.99
Driver – Operator							
F-2.6	18.60 2083.25 4513.70 54,164.40	19.63 2199.07 4764.66 57,175.90	20.67 2314.90 5015.62 60,187.39	21.70 2430.73 5266.57 63,198.89	22.74 2546.55 5517.53 66,210.39	23.77 2662.38 5768.49 69,221.89	24.80 2777.66 6018.27 72,219.20
Private – Rescue Squad							
F-2.75	18.99 2127.26 4609.07 55,308.81	20.05 2245.53 4865.32 58,383.86	21.11 2363.80 5121.58 61,458.90	22.16 2482.09 5377.85 64,534.21	23.22 2600.36 5634.10 67,609.26	24.27 2718.62 5890.34 70,684.04	25.32 2836.33 6145.39 73,744.65
Driver – Rescue Squad							
F-4							26.55 2973.62 6442.85 77,314.17
Fire Lieutenant							
F-4.5							38.09 3047.53 6602.99 79,235.87
Administrative Lieutenant F.I.R.O. – Lieutenant							
F-4.75							27.46 3075.31 6663.18 79,958.14
Fire Lieutenant – Rescue Squad							



Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-5							28.02 3137.75 6798.45 81,581.42
Fire Captain							
F-5.5							40.15 3211.63 6958.53 83,502.34
Fire Captain – Fire Prevention Bureau							
F-5.75							28.94 3240.90 7021.95 84,263.35
Fire Captain – Rescue Squad							

## APPENDIX 'A'

### July 1, 2018 PARAMEDIC WAGE RATES (+1.00%)

	Certified	End of 1 <sup>st</sup> Year	End of 3 <sup>rd</sup> Year	End of 7 <sup>th</sup> Year	End of 11 <sup>th</sup> Year
<b>*F-2.7</b>	25.12	25.24	25.36	25.61	25.87
	2813.56	2827.01	2840.39	2868.76	2897.50
	6096.04	6125.19	6154.18	6215.65	6277.91
	73,152.48	73,502.27	73,850.21	74,587.85	75,334.95
Private Firefighter/Paramedic					
<b>F-2.85</b>	25.66	25.79	25.91	26.17	26.43
	2874.47	2888.16	2901.87	2930.90	2959.87
	6228.02	6257.67	6287.39	6350.28	6413.04
	74,736.22	75,092.05	75,448.66	76,203.37	76,956.51
Driver/Operator Firefighter/Paramedic					
<b>F-4.85</b>	27.88	28.01	28.14	28.43	28.71
	3122.32	3137.16	3152.09	3183.60	3215.47
	6765.10	6797.18	6829.53	6897.80	6966.84
	81,181.21	81,566.19	81,954.31	82,773.62	83,602.12
Lieutenant Firefighter/Paramedic					
<b>F-5.85</b>	29.42	29.56	29.70	29.99	30.29
	3294.64	3310.36	3325.95	3359.21	3392.82
	7138.39	7172.44	7206.23	7278.29	7351.11
	85,660.65	86,069.25	86,474.71	87,339.45	88,213.38
Captain Firefighter/Paramedic					

\* The F-2.7 rates are based on the top step Private. Paramedics who have not yet reached the maximum Private rate will be paid the Paramedic premium based on the step they are in.

**APPENDIX 'A'**  
**JANUARY 1, 2019 (+1.00%)**

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-2	18.12	19.13	20.14	21.15	22.15	23.16	24.16
	2029.81	2142.66	2255.52	2368.38	2481.25	2594.08	2706.42
	4397.91	4642.43	4886.97	5131.48	5376.04	5620.51	5863.90
	52,774.93	55,709.13	58,643.59	61,577.79	64,512.51	67,446.18	70,366.84
Private							
F-2.5	18.52	19.55	20.57	21.60	22.63	23.66	24.69
	2073.75	2189.04	2304.34	2419.65	2534.96	2650.24	2764.99
	4493.13	4742.93	4992.75	5242.57	5492.41	5742.19	5990.81
	53,917.53	56,915.11	59,912.96	62,910.81	65,908.93	68,906.25	71,889.77
Driver – Operator							
F-2.6	18.79	19.83	20.88	21.92	22.96	24.01	25.05
	2104.08	2221.06	2338.05	2455.03	2572.02	2689.00	2805.44
	4558.84	4812.30	5065.77	5319.24	5572.71	5826.18	6078.45
	54,706.05	57,747.66	60,789.27	63,830.88	66,872.49	69,914.10	72,941.39
Private – Rescue Squad							
F-2.75	19.18	20.25	21.32	22.38	23.45	24.52	25.58
	2148.53	2267.99	2387.44	2506.91	2626.36	2745.80	2864.70
	4655.16	4913.97	5172.79	5431.63	5690.45	5949.24	6206.84
	55,861.90	58,967.70	62,073.49	65,179.55	68,285.35	71,390.88	74,482.09
Driver – Rescue Squad							
F-4							26.82
							3003.36
							6507.28
							78,087.31
Fire Lieutenant							
F-4.5							38.48
							3078.01
							6669.02
							80,028.23
Administrative Lieutenant F.I.R.O. – Lieutenant							
F-4.75							27.73
							3106.07
							6729.81
							80,757.72
Fire Lieutenant – Rescue Squad							

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-5							28.30 3169.12 6866.44 82,397.23
Fire Captain							
F-5.5							40.55 3243.74 7028.11 84,337.36
Fire Captain – Fire Prevention Bureau							
F-5.75							29.23 3273.31 7092.17 85,105.98
Fire Captain – Rescue Squad							

## APPENDIX 'A'

### January 1, 2019 PARAMEDIC WAGE RATES (+1.00%)

	Certified	End of 1 <sup>st</sup> Year	End of 3 <sup>rd</sup> Year	End of 7 <sup>th</sup> Year	End of 11 <sup>th</sup> Year
<b>*F-2.7</b>	25.37	25.49	25.61	25.87	26.13
	2841.69	2855.28	2868.80	2897.45	2926.47
	6157.00	6186.44	6215.73	6277.81	6340.69
	73,884.01	74,237.29	74,588.71	75,333.73	76,088.30
Private Firefighter/Paramedic					
<b>F-2.85</b>	25.92	26.04	26.17	26.43	26.69
	2903.21	2917.04	2930.89	2960.21	2989.46
	6290.30	6320.25	6350.26	6413.78	6477.17
	75,483.58	75,842.97	76,203.14	76,965.40	77,726.07
Driver/Operator Firefighter/Paramedic					
<b>F-4.85</b>	28.16	28.29	28.43	28.71	29.00
	3153.58	3168.53	3183.61	3215.44	3247.62
	6832.75	6865.15	6897.82	6966.78	7036.51
	81,993.03	82,381.85	82,773.85	83,601.36	84,438.15
Lieutenant Firefighter/Paramedic					
<b>F-5.85</b>	29.71	29.85	29.99	30.29	30.60
	3327.59	3343.46	3359.21	3392.80	3426.75
	7209.77	7244.16	7278.29	7351.07	7424.63
	86,517.25	86,929.94	87,339.45	88,212.84	89,095.51
Captain Firefighter/Paramedic					

\* The F-2.7 rates are based on the top step Private. Paramedics who have not yet reached the maximum Private rate will be paid the Paramedic premium based on the step they are in.

**APPENDIX 'A'**  
**JULY 1, 2019 (+1.00%)**

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-2	18.30	19.32	20.34	21.36	22.38	23.39	24.41
	2050.10	2164.09	2278.08	2392.06	2506.06	2620.02	2733.48
	4441.89	4688.85	4935.84	5182.80	5429.80	5676.72	5922.54
	53,302.68	56,266.22	59,230.03	62,193.56	65,157.64	68,120.64	71,070.51
Private							
F-2.5	18.70	19.74	20.78	21.82	22.86	23.90	24.93
	2094.49	2210.93	2327.39	2443.84	2560.31	2676.74	2792.64
	4538.06	4790.36	5042.67	5294.99	5547.33	5799.61	6050.72
	54,456.70	57,484.26	60,512.09	63,539.92	66,568.02	69,595.31	72,608.67
Driver – Operator							
F-2.6	18.97	20.03	21.08	22.14	23.19	24.25	25.30
	2125.12	2243.27	2361.43	2479.58	2597.74	2715.89	2833.49
	4604.43	4860.43	5116.43	5372.43	5628.43	5884.44	6139.23
	55,253.11	58,325.13	61,397.16	64,469.19	67,541.22	70,613.25	73,670.81
Private – Rescue Squad							
F-2.75	19.38	20.45	21.53	22.61	23.68	24.76	25.83
	2170.02	2290.67	2411.32	2531.98	2652.62	2773.26	2893.34
	4701.71	4963.11	5224.52	5485.95	5747.35	6008.73	6268.91
	56,420.52	59,557.37	62,694.23	65,831.35	68,968.20	72,104.79	75,226.91
Driver – Rescue Squad							
F-4							27.08
							3033.39
							6572.35
							78,868.18
Fire Lieutenant							
F-4.5							38.86
							3108.79
							6735.71
							80,828.51
Administrative Lieutenant F.I.R.O. – Lieutenant							
F-4.75							28.01
							3137.13
							6797.11
							81,565.30
Fire Lieutenant – Rescue Squad							

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-5							28.58 3200.82 6935.10 83,221.20
Fire Captain							
F-5.5							40.95 3276.18 7098.39 85,180.73
Fire Captain – Fire Prevention Bureau							
F-5.75							29.52 3306.04 7163.09 85,957.04
Fire Captain – Rescue Squad							

## APPENDIX 'A'

### July 1, 2019 PARAMEDIC WAGE RATES (+1.00%)

	Certified	End of 1 <sup>st</sup> Year	End of 3 <sup>rd</sup> Year	End of 7 <sup>th</sup> Year	End of 11 <sup>th</sup> Year
<b>*F-2.7</b>	25.63	25.75	25.87	26.13	26.39
	2870.11	2883.83	2897.48	2926.43	2955.74
	6218.57	6248.31	6277.88	6340.59	6404.10
	74,622.85	74,979.66	75,334.60	76,087.07	76,849.18
Private Firefighter/Paramedic					
<b>F-2.85</b>	26.18	26.31	26.43	26.69	26.96
	2932.25	2946.21	2960.20	2989.81	3019.36
	6353.20	6383.45	6413.76	6477.92	6541.94
	76,238.42	76,601.40	76,965.17	77,735.06	78,503.33
Driver/Operator Firefighter/Paramedic					
<b>F-4.85</b>	28.44	28.57	28.71	29.00	29.29
	3185.11	3200.22	3215.45	3247.59	3280.10
	6901.08	6933.81	6966.80	7036.45	7106.88
	82,812.96	83,205.67	83601.59	84,437.37	85,282.53
Lieutenant Firefighter/Paramedic					
<b>F-5.85</b>	30.01	30.15	30.29	30.60	30.90
	3360.86	3376.89	3392.80	3426.73	3461.02
	7281.87	7316.60	7351.07	7424.58	7498.87
	87,382.42	87,799.24	88,212.85	89,094.97	89,986.47
Captain Firefighter/Paramedic					

\* The F-2.7 rates are based on the top step Private. Paramedics who have not yet reached the maximum Private rate will be paid the Paramedic premium based on the step they are in.



**APPENDIX 'A'**  
**JANUARY 1, 2020 (+1.25%)**

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-2	18.53	19.56	20.59	21.62	22.66	23.69	24.71
	2075.73	2191.14	2306.55	2421.96	2537.39	2652.77	2767.65
	4497.41	4747.46	4997.53	5247.58	5497.68	5747.68	5996.57
	53,968.97	56,969.55	59,970.40	62,970.98	65,972.11	68,972.15	71,958.89
Private							
F-2.5	18.93	19.99	21.04	22.09	23.15	24.20	25.25
	2120.67	2238.57	2356.48	2474.39	2592.31	2710.20	2827.55
	4594.78	4850.23	5105.71	5361.18	5616.68	5872.10	6126.36
	55,137.41	58,202.82	61,268.49	64,334.17	67,400.12	70,465.25	73,516.28
Driver – Operator							
F-2.6	19.21	20.28	21.35	22.42	23.48	24.55	25.62
	2151.68	2271.32	2390.95	2510.58	2630.21	2749.84	2868.91
	4661.98	4921.18	5180.39	5439.59	5698.79	5957.99	6215.97
	55,943.77	59,054.20	62,164.63	65,275.05	68,385.48	71,495.91	74,591.69
Private – Rescue Squad							
F-2.75	19.62	20.71	21.80	22.89	23.98	25.07	26.16
	2197.15	2319.30	2441.46	2563.62	2685.78	2807.93	2929.51
	4760.48	5025.15	5289.83	5554.52	5819.19	6083.84	6347.27
	57,125.78	60,301.84	63,477.91	66,654.24	69,830.31	73,006.10	76,167.25
Driver – Rescue Squad							
F-4							27.42
							3071.31
							6654.50
							79,854.03
Fire Lieutenant							
F-4.5							39.35
							3147.65
							6819.91
							81,838.87
Administrative Lieutenant F.I.R.O. – Lieutenant							
F-4.75							28.36
							3176.34
							6882.07
							82,584.87
Fire Lieutenant – Rescue Squad							

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-5							28.94 3240.83 7021.79 84,261.47
Fire Captain							
F-5.5							41.46 3317.13 7187.12 86,245.49
Fire Captain – Fire Prevention Bureau							
F-5.75							29.89 3347.37 7252.63 87,031.51
Fire Captain – Rescue Squad							

## APPENDIX 'A'

### January 1, 2020 PARAMEDIC WAGE RATES (+1.25%)

	Certified	End of 1 <sup>st</sup> Year	End of 3 <sup>rd</sup> Year	End of 7 <sup>th</sup> Year	End of 11 <sup>th</sup> Year
<b>*F-2.7</b>	25.95	26.07	26.19	26.46	26.72
	2905.99	2919.88	2933.70	2963.01	2992.68
	6296.30	6326.41	6356.36	6419.85	6484.15
	75,555.63	75,916.91	76,276.28	77,038.16	77,809.80
Private Firefighter/Paramedic					
<b>F-2.85</b>	26.51	26.63	26.76	27.03	27.30
	2968.90	2983.04	2997.20	3027.18	3057.10
	6432.62	6463.24	6493.94	6558.90	6623.72
	77,191.40	77,558.91	77,927.24	78,706.74	79,484.62
Driver/Operator Firefighter/Paramedic					
<b>F-4.85</b>	28.79	28.93	29.07	29.36	29.65
	3224.93	3240.22	3255.64	3288.19	3321.10
	6987.34	7020.48	7053.88	7124.40	7195.71
	83,848.12	84,245.74	84,646.61	85,492.84	86,348.56
Lieutenant Firefighter/Paramedic					
<b>F-5.85</b>	30.38	30.53	30.67	30.98	31.29
	3402.87	3419.11	3435.21	3469.56	3504.28
	7372.89	7408.06	7442.96	7517.39	7592.61
	88,474.70	88,896.73	89,315.51	90,208.66	91,111.30
Captain Firefighter/Paramedic					

\* The F-2.7 rates are based on the top step Private. Paramedics who have not yet reached the maximum Private rate will be paid the Paramedic premium based on the step they are in.

**APPENDIX 'A'**  
**JULY 1, 2020**

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-2	18.76	19.81	20.85	21.89	22.94	23.98	25.02
	2101.68	2218.53	2335.39	2452.24	2569.11	2685.93	2802.25
	4553.63	4806.81	5060.00	5313.18	5566.40	5819.52	6071.53
	54,643.58	57,681.67	60,720.03	63,758.12	66,796.76	69,834.30	72,858.38
Private							
F-2.5	19.17	20.24	21.30	22.37	23.43	24.50	25.56
	2147.18	2266.55	2385.94	2505.32	2624.72	2744.08	2862.89
	4652.22	4910.86	5169.53	5428.20	5686.88	5945.51	6202.94
	55,826.63	58,930.35	62,034.35	65,138.35	68,242.62	71,346.06	74,435.23
Driver – Operator							
F-2.6	19.45	20.53	21.61	22.70	23.78	24.86	25.94
	2178.58	2299.71	2420.83	2541.96	2663.09	2784.22	2904.77
	4720.26	4982.70	5245.14	5507.03	5770.03	6032.47	6293.67
	56,643.07	59,792.38	62,941.68	66,090.99	69,240.30	72,389.61	75,524.09
Private – Rescue Squad							
F-2.75	19.86	20.97	22.07	23.18	24.28	25.38	26.48
	2224.61	2348.29	2471.98	2595.67	2719.35	2843.03	2966.13
	4819.99	5087.97	5355.95	5623.95	5891.93	6159.89	6426.61
	57,839.85	61,055.61	64,271.38	67,487.42	70,703.19	73,918.68	77,119.34
Driver – Rescue Squad							
F-4							27.77
							3109.70
							6737.68
							80,852.21
Fire Lieutenant							
F-4.5							39.84
							3186.99
							6905.15
							82,861.86
Administrative Lieutenant F.I.R.O. – Lieutenant							
F-4.75							28.71
							3216.05
							6968.10
							83,617.18
Fire Lieutenant – Rescue Squad							

Pay Grade, Pay Range, & Class Title	Starting	End of 6 Mos.	End of 12 Mos.	End of 18 Mos.	End of 24 Mos.	End of 30 Mos.	End of 36 Mos.
F-5							29.30 3281.34 7109.56 85,314.74
Fire Captain							
F-5.5							41.98 3358.60 7276.96 87,323.56
Fire Captain – Fire Prevention Bureau							
F-5.75							30.26 3389.21 7343.28 88,119.40
Fire Captain – Rescue Squad							

## APPENDIX 'A'

### July 1, 2020 PARAMEDIC WAGE RATES (+1.25%)

	Certified	End of 1 <sup>st</sup> Year	End of 3 <sup>rd</sup> Year	End of 7 <sup>th</sup> Year	End of 11 <sup>th</sup> Year
<b>*F-2.7</b>	26.27	26.40	26.52	26.79	27.05
	2942.31	2956.38	2970.37	3000.04	3030.09
	6375.01	6405.49	6435.81	6500.09	6565.20
	76,500.08	76,865.87	77,229.74	78,001.13	78,782.42
Private Firefighter/Paramedic					
<b>F-2.85</b>	26.84	26.97	27.10	27.37	27.64
	3006.01	3020.32	3034.67	3065.02	3095.31
	6513.02	6544.03	6575.11	6640.88	6706.52
	78,156.29	78,528.40	78,901.33	79,690.58	80,478.18
Driver/Operator Firefighter/Paramedic					
<b>F-4.85</b>	29.15	29.29	29.43	29.73	30.02
	3265.24	3280.72	3296.33	3329.29	3362.61
	7074.69	7108.23	7142.06	7213.46	7285.66
	84,896.22	85,298.81	85,704.69	86,561.50	87,427.92
Lieutenant Firefighter/Paramedic					
<b>F-5.85</b>	30.76	30.91	31.05	31.37	31.68
	3445.41	3461.84	3478.15	3512.93	3548.08
	7465.05	7500.66	7536.00	7611.36	7687.52
	89,580.64	90,007.94	90,431.95	91,336.27	92,250.19
Captain Firefighter/Paramedic					

\* The F-2.7 rates are based on the top step Private. Paramedics who have not yet reached the maximum Private rate will be paid the Paramedic premium based on the step they are in.

**APPENDIX 'B' - PEER FITNESS STIPEND**

**2018 - \$7.12**

**2019 - \$7.26**

**2020 - \$7.44**