

2021-2024

MEMORANDUM OF AGREEMENT

BETWEEN

THE

CITY OF RACINE

AND

STAFF OFFICERS' ASSOCIATION

OF THE

RACINE FIRE DEPARTMENT

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AGREEMENT

THIS AGREEMENT entered into effective the 1st day of January, 2021, by and between the City of Racine, hereinafter referred to as “City” and the Staff Officer’s Association of the Racine Fire Department, hereinafter referred to as “Association.”

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.

I. **Recognition:** The City of Racine recognizes the Staff Officer’s Association of the Racine Fire Department as the sole and exclusive agent for the purpose of engaging in conferences to establish wages, hours, and conditions of employment for the Battalion/Division Chiefs employed by the Racine Fire Department.

II. **Duration of Agreement and Schedule for Conferences:** This Agreement shall become effective January 1, 2021, and remain in effect until December 31, 2024. Conferences shall be carried on between the City and the Association, as follows:

Step 1: Submission by the Association of its requests for changes in wages, hours, and conditions of employment by October 1.

Step 2: The City Council or the Labor Negotiator designated by the City Council will advise the Association by October 15 of the position of the City concerning the requests of the Association.

Step 3: Conferences and discussions between the City and the Association will begin after the response of the City, but in no event later than October 30.

This timetable is subject to adjustment by mutual consent of the parties.

III. **Recognition of Restrictions Under Wisconsin Law:** The terms of this Agreement shall be implemented in accordance with the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority of the City Council of the City of Racine.

- IV. **Management Rights:** The City possesses the sole right to operate City government and all management rights repose in it, but such rights must be exercised consistently with the other provisions of this Agreement. These rights, which are normally exercised by the Fire Chief, include, but are not limited to, the following:
- A. To direct all operations of City government.
 - B. To establish reasonable work rules. The Association acknowledges that the establishment and modification of the rules of the Racine Fire Department are within the sole and exclusive power of the Chief of the Racine Fire Department and that he/she may establish, modify, or appeal rules without negotiations of any type. However, the City agrees that such rules will be reasonable.
 - C. To hire, promote, transfer, assign, and retain officers in positions within the Racine Fire Department of the City of Racine.
 - D. To suspend, demote, discharge, and take other disciplinary action for cause against officers pursuant to the authority and under the rules and regulations of the Racine Board of Police and Fire Commissioners.
 - E. To relieve employees from their duties because of lack of work or other legitimate reasons.
 - F. To establish reasonable schedules of work.
 - G. To maintain efficiency of City government entrusted to it.
 - H. To take whatever action is necessary to comply with State or Federal Law.
 - I. To introduce new or improved methods or facilities.
 - J. To determine the number, structure, and location of divisions, the kind and amount of services to be performed; and the number and kind of positions and job classifications to perform such services.
 - K. To change existing methods or facilities.

- L. To contract out for goods or services, except such services as are presently being performed by bargaining unit members.
- M. To determine the methods, means, and personnel by which such operations are to be conducted.
- N. To take whatever action is necessary to carry out the functions of the City in situations of emergency.

The Association and the employees agree that they will not attempt to abridge these management rights and the City agrees that it will not use these management rights to interfere with rights established under this Agreement or to attempt to undermine the Association.

V. Wages

A. The Rate schedule marked Exhibit 'A' is hereby made a part of this Agreement and shall govern the wages to be paid employees covered by this Agreement. The City further agrees to pay four (4) hours of overtime at straight time each pay period at the base hourly rate of the highest-paid Association member. The City shall compensate association members at their normal hourly rate for Hazardous Materials responses until state grant funding ends. Each year, Association wages shall be adjusted to maintain a 15% base pay differential for RFD SOA Battalion Chief and Division Chief positions, above the IAFF Local 321 Highest paid Paramedic Captain base pay F5.85 11 year.

B. Paramedics promoted to Staff Officer Association positions shall be paid one and one-half percent greater than their base pay. Members attaining paramedic certification after promotion to a Staff Officer Association position shall not be entitled to such additional Pay.

C. The Chief of the Department, at his/her sole discretion, shall determine both the eligibility and form of reimbursement for work outside of normally scheduled work hours.

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

After fifteen 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 made in semi-monthly or weekly payments to coincide with the payroll period of each month. Employees hired subsequent to May 6, 1986, will not be eligible for longevity pay.

VII. Insurance:

- A. Medical Coverage: Full-time employees shall be eligible for City paid health insurance following acceptance into the plan. In accordance with the first sentence of this paragraph, every member of the unit shall be provided during the life of this contract with medical and hospitalization insurance under the self-funded City of Racine Health Insurance Plan beginning with the first day of the month following employment. Beginning January 1, 2023, the premium share members will pay via payroll deduction shall be reduced from 10% to 7.5% of the health insurance premium for the coverage type (single or family) selected by the member. 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.

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, payable to the employee via payroll, by the City. An employee or retired employee shall be eligible for a \$200 wellness incentive payment. Employees' spouses or retired employees' 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.

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.

VIII. **Pension:**

A. **Chapter 40 Pension:** Each employee shall pay 100% of the employees' his or her state mandated employee Wisconsin Retirement System contribution.

IX. **Vacation:** Members of the unit shall be entitled to a vacation with pay as follows:

A. **40-Hour Week:** Employees 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

Beginning January 1, 2024, 40-hour SOA members will receive an additional 8 hours of paid vacation time annually.

B. **56-Hour Week:** Employees on Platoon Duty who work a 56-hour 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

Beginning January 1, 2024, 56-hour SOA members will receive an additional 24 hours of paid vacation time annually.

C. **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 1st, not to exceed five (5) days. Thereafter, time in service on or before December 31st 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 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 pro-rated vacation based on the number of full months worked from the previous December 31st, which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Employees who terminate or are terminated before the completion of their probationary period are not eligible for the payment of earned vacation.

- D. **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 1st, not to exceed three (3) full work days. Thereafter, time in service on or before December 31st 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 pro-rated vacation based on the number of full months worked from the previous December 31st which number shall be placed as the numerator in a fraction whose denominator is the number twelve (12). Employees who terminate or are terminated before the completion of their probationary period are not eligible for the payment of earned vacation.
- E. **Other Employees:** Effective January 1, 1980, time in service on or before December 31st 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 (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 31st, 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 pro-rated basis.

F. **Retirement:** For purposes of retirement only, a Fire Fighter who works up to and through December 31st of a given year will receive his/her next year's vacation allotment in the event he/she retires on December 31.

G. **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.

X. **Vacation Scheduling:** The vacation schedule shall be determined as follows:

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

B. **Indication of Preference:** Members of the Department shall indicate their preference as to a vacation period.

C. **Determination in Accordance with Preferences:** Vacation shall be determined in accordance with preferences expressed by the Fire Fighters.

D. **Procedure in Case of Conflicts:** In the event of scheduling problems, preference shall be awarded on the basis of seniority in grade.

XI. **Funeral Leave:**

A. **Immediate Family:** Funeral leave of two (2) workdays with pay shall be granted by the Chief or the Battalion/Division Chief in the event of death in the immediate family. If the funeral is out of state and the employee needs additional funeral leave days, he/she shall be given up to an additional two (2) work days which shall be repaid by the employee within sixty (60) days.

The Employer shall grant 40-hour employees a funeral leave of three (3) consecutive workdays for the funeral in case of death in the immediate family.

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.

B. 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, may 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 Fire Fighter work for him/her or trade a furlough day.

C. Reasonable Notice Required: In all of these cases, the 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.

XII. Duty Incurred Injury: If an employee is injured during the course of his/her employment, and loses three (3) calendar days or less because of such occupational injury or disease, the City will pay the established wages for the time he/she is away from work. If the employee loses more than three (3) calendar days because of the above causes, the City will pay the difference between the established wage of the injured employee and the insurance contribution until the employee recovers and returns to work. If the employee reaches the point of maximum recovery, but is unable to return to work, the employee shall continue to 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:

The employee shall be given his/her regular City payroll check upon his/her endorsing the compensation check received by him/her from the insurance carrier and turning the same over to the City.

Sick leave shall not be used for the purpose of this clause.

Employees hired after January 1, 1988 shall be paid the difference between the established wage of the injured employee and the insurance contribution for a period not to exceed 60 working days from the date of the injury. Thereafter, the employee shall receive the insurance contribution only.

XIII. Sick Leave: Sick leave shall be as follows:

A. Definitions:

- (1) Sick Leave is to be used 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.
- (2) For all members of the Department on 24-hour shifts a day of sick leave shall mean 24 working hours.
- (3) For all members of the Department on other than 24-hour working shifts, a day of sick leave shall mean 8 working hours.

B. 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.

C. Accumulation – 8 Hour Shift: Each member of the Fire Department on other than 24-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 member of the Fire Department on other than 24-hour working shifts shall be charged with 8 hours sick time for each work shift he/she does not work because of illness.

D. Sick Leave Bank: Personnel working 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. Personnel working on other than twenty-four (24) hour work shifts shall accrue sick leave at the rate of eight (8) 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 two hundred (1,200) hours 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/she has depleted the number of hours in the basic sick leave account to zero (0) within twelve (12) continuing calendar months.

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.

Employees hired after January 1, 1988 shall not be eligible for sick leave accumulation into the sick leave bank.

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 the employee may return to work.

Casual Days: Fire Staff employees shall be entitled to casual days on the following basis and conditions. 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. Sick time balances shall be determined on January 1st of each calendar year.

E. 56 Hour Personnel

1. Fifty-six hour employees shall be eligible for up 144 hours of casual time off annually. The employee shall earn casual time off based on the following schedule:
2. Twenty-four hours of casual time off for maintaining more than 448 hours of sick leave
3. Forty-eight hours of casual time off for maintaining more than 672 hours of sick leave.
4. Ninety-six hours of casual time off for maintaining more than 896 hours of sick leave.
5. One hundred forty-four hours of casual time off for maintaining more than 1200 hours of sick leave.

F. 40 Hour Personnel

- (1) Any employee accruing 320 hours of sick leave by January 1st of any given year shall be entitled to sixteen casual hours during that year.
- (2) Any employee accruing 480 hours of sick leave by January 1st of a given year shall be entitled to thirty two casual hours during that year.
- (3) Any employee accruing 640 hours of sick leave as of January 1st of a given year shall be entitled to forty eight casual hours during that year.
- (4) Any employee accruing 900 hours of sick leave as of January 1st of a given year shall be entitled to sixty four casual hours during that year.

G. **Retirement Gratuity:** Retirement is separation from employment with the City, either with or without notice, under the provisions of the Wisconsin Retirement System (WRS). Upon retirement, death or total disability, an employee who was a Local 321 member promoted to a SOA position after April 1, 2023, and also retires prior to January 1, 2028, shall be entitled to a sum equal to fifty percent (50%) of his/her hourly wage for each of the first 1,344 , hours (for those employees working 24-hour shifts) or 1,120 hours (for those employees working 8-hour shifts) of accumulated paid sick leave time to his/her credit, subject to the following limits:

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

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

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

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

H. Sick Leave Payout for any Current Fire SOA Members as of the 2021-2024 Fire SOA Contract Ratification and Common Council Approval (on April 17, 2023):

1. After SOA contract ratification and Common Council approval, then current SOA members shall provide written notice to the City via email no later than June 30, 2023 to Opt In or Opt Out of receiving a Sick Leave Gratuity payout. SOA members who Opt Out of this payout shall maintain their current accrued sick leave balance and corresponding Casual Leave Days, however they will not have the option of a sick time payout in the future.
2. For the purpose of the sick time payout, the payout will be based on the hours in the member's sick leave bank as of February 28, 2023. Within 30 days of receiving notice of an SOA member's request to Opt In for a Sick Leave Gratuity payout, the City shall pay that SOA member for all accrued sick leave hours above 588 HRS (for 56 HR Employees), and above 420 HRS (for 40 HR Employees) to a maximum pay out of 1000 HRS at 50% of their respective 2023 hourly wage.
 - a. *Under this option, additional casual time off would not be available in future years until the member's sick leave balance after March 1, 2023 rises to the minimums for casual time off as of January 1 in subsequent years.*
3. Hours accrued prior to February 28th, 2023 can be used for a sick time payout. The hours that remain in the member's bank post-payout and any new hours accrued starting March 1, 2023 will not be subject to a future payout. This includes any hours that remain in a member's sick leave bank if s/he opted out of the sick time payout or was ineligible for the sick time payout due to not meeting the minimum threshold of sick leave in his/her sick leave bank.

XIV. **Clothing Allowance:** Each member of the unit shall be paid a clothing allowance of \$800.00 for 2018 payable no later than January 31st of each year. The purpose of this clothing allowance shall be the purchase and maintenance of all uniforms and protective clothing and equipment which Association employees are required to possess as a condition of their employment. It is agreed that if, in the future, any state or federal law or regulation is adopted which requires that the City pay for new protective clothing and equipment, the above enumerated clothing allowance shall be deducted from the City's cost for purchase of said clothing or equipment.

Effective January 1, 2019, the city will purchase all protective clothing and daily uniforms for members of the department. Date of manufacture or a printed receipt showing the purchase date of the PPE will be utilized in determine the age of the PPE. The department will not provide backup firefighting gear. Over time the primary set of firefighting gear (PPE) will become a backup set of PPE as new PPE is acquired. Members are required to clean and launder their protective firefighting gear at the end of their work shift after every working fire using commercial washer equipment provided for that purpose. Life expectancy of the protective clothing and station uniforms is defined in the fire department SOPS. Members who wish to upgrade their PPE clothing or station footwear will cover the difference between standard issue price and the upgraded price. In the event the upgraded price is less than the standard issue price there will be no refund of the cost difference.

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

- Eight polo shirts, Class B Shirts or a combination of the two, for a total of eight such shirts
- Three pair of uniform pants (standard or EMS)
- One work or job shirt if requested
- One Class B Eisenhower Coat
- One Class A White Shirt
- One Class A tie
- One Class A coat

- One Class A pants
- One Class A hat
- One pair of Class A shoes
- One pair of Class B or C shoes
- One Service Belt
- Six pairs of socks

When requesting new station uniform items old station uniform items must be turned in for a one to one exchange. Exception – Station uniforms purchased prior to January 1, 2019 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, 2019 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.

XV. **Holidays:** Members of the Association shall be granted twelve (12) eight hour holidays off per year. 40 hour Staff Personnel shall follow the City Hall Holiday Schedule with the exception of the three floating holidays which may be taken at the discretion of the staff member and with permission of the Fire Chief. 56 hour Staff Personnel shall be permitted to take holiday time off at their discretion and with permission of the Fire Chief in lieu of the City Hall Holiday Schedule. All Staff Personnel (40 and 56 hour) may take floating holiday time off in a minimum of one hour increments with permission of the Fire Chief. All holiday time off not used by December 31st each year is forfeited and not carried forward except for extenuating circumstances and at the discretion of the Fire Chief.

1. New Year's Day
2. Martin Luther King, Jr. Day (beginning in January 2023)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Thanksgiving Friday
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day

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

In addition to the above-listed holidays, association members are entitled to three (3) floating holidays.

Each holiday listed represents 8 hours of holiday time.

XVI. **Safety Glasses:** The City will pay one-half (1/2) the cost of an initial pair of prescription safety glasses for employees who wear them while on duty. The City will contribute one-half (1/2) of the cost of replacement prescription safety glasses due to job related breakage to a maximum of one (1) pair per year. The City will designate the optometrist from whom the glasses are obtained.

- XVII. **Severability:** If any section or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or part of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall remain in full force and effect.
- XVIII. **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.
- XIX. **Drug Testing Program:** All employees shall be subject to the drug and alcohol testing policy currently enforced at the Fire Department.
- XX. **Peer Fitness Trainer Program:** The 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 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 not more than 100 hours of participation in the Peer Fitness Initiative. All hours shall be verified by the Chief, 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 2018, 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.

- XXI. **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.

- B. If the result of such consolidation is that a new entity, body, employer, district, or governmental unit other than an governmental unit existing as of January 1, 2011, the City agrees:
1. For all Staff Officers' Association members hired on or before consolidation, the City shall guarantee the wages and benefits in effect, under Articles IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVII, XVIII (Retirement Gratuity to be paid within 30 days of consolidation), and Appendix "A" Wage Rates at the time of consolidation of such services for a period of 24 months for such members represented by Staff Officers' Association 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.
 2. For all Staff Officers' Association 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.
 3. 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.
- C. If the result of such consolidation is that either or both of the South Shore Fire Department or the Village of Caledonia Fire Department is functionally absorbed into the City of Racine Fire Department, the City agrees:
1. That the City shall continue to employ all members then represented by the Staff Officers' Association as non-probationary employees, and

2. That the City shall continue to employ all members then represented by the Staff Officers' with full seniority and at the rank held at time of consolidation.
- 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.
- E. The City will not reduce authorized Staff Officers' Association represented positions or modify the Fire Department rank structure in anticipation of consolidation.

XXII. Paid Parental Leave

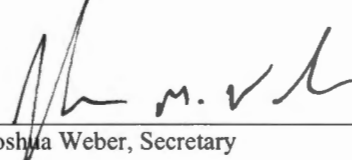
Beginning January 1, 2023, any member who is eligible for and uses federal or state Family and Medical Leave (FMLA), for the birth of a child or for the placement with the member of a child for adoption or foster care, shall be granted up to 320 hours of paid leave at the member's then-regular hourly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

IN WITNESS WHEREOF, the City has caused this instrument to be signed by its accredited representatives on the 24th day of February 2026.

FOR THE ASSOCIATION:



Michael DeGarcia, President

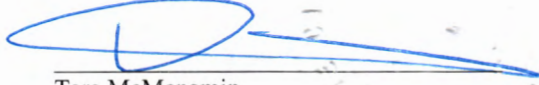


Joshua Weber, Secretary


FOR THE CITY:



Cory Mason, Mayor




Tara McMenemy, City Clerk




Mary Land, Chairwoman
Finance Committee



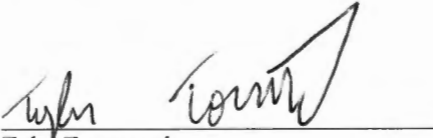
Grace Allen, Vice-Chair
Finance Committee



Maurice Horton
Finance Committee



Jens Jorgensen
Finance Committee



Tylee Townsend
Finance Committee



Laniela Horton, Human Resources Director

**APPENDIX “A”
FIRE STAFF OFFICERS
2021-2024
Non-Resident Members***

Division Chief and Battalion Chief:

≥ 6 Months: Wages adjusted to maintain a 15 % base pay differential above the Local 321 highest paid Paramedic Captain base pay F 5.85 11 year.

< 6 Months: 93.5177% of ≥ 6 Months Wages

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

Additionally, within 30 days of Common Council approval of the parties’ Tentative Agreement at the April 17, 2023 Common Council meeting, the City will pay a \$2,000.00 non-base building retention bonus to all Local 321 members who remain employed by the City as of the date said payment is issued.

APPENDIX "B"

PEER FITNESS STIPEND

1/1/2021 - \$7.74
1/1/2022 - \$8.01
1/1/2023 - \$8.09
12/31/2023 - \$8.33
1/1/2024 - \$8.41
12/31/2024 - \$8.68