

**EXECUTED**

**2012-2014  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1072**

**MILWAUKEE COUNTY  
LABOR RELATIONS  
ROOM 210, COURTHOUSE  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233**

FIRE FIGHTERS  
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\*\*\*\*\*

This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County" and Milwaukee County Fire Fighters Association International Association of Fire Fighters Local 1072 as representatives of employees who are employed by the County of Milwaukee, hereinafter referred to as "Association".

WITNESSETH

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Milwaukee County Fire Fighters' Association, International Association of Fire Fighters, Local 1072 as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission, Case No. IX, No. 8750, ME-51, Decision No. 7135-G, as amended in respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes, as amended.

1 1.02 EMPLOYEE DEFINED

2           Wherever the term "employee" is used in this Agreement, it shall mean and include  
3 only those employees of Milwaukee County within the certified bargaining unit represented  
4 by the Association.

5  
6 1.03 DURATION OF AGREEMENT

7 (1)    The provisions of this Agreement shall become effective on January 1, 2012, unless  
8 herein provided. Unless otherwise modified or extended by mutual agreement of the  
9 parties, the agreement shall expire on December 31, 2014.

10 (2)    The initial bargaining proposals of the County and the Association for a successor  
11 Agreement shall be exchanged prior to October 15, 2014, or at a time mutually  
12 agreeable to the parties.

13  
14           Thereafter, negotiations shall be carried on in an expeditious manner and shall  
15 continue until all bargainable issues between the parties have been resolved.

16  
17 1.04 MANAGEMENT RIGHTS

18           The County of Milwaukee retains and reserves the sole right to manage its affairs in  
19 accordance with all applicable laws, ordinances, resolutions, and executive orders. Included  
20 in this responsibility, but not limited thereto, is the right to determine the number, structure  
21 and location of departments and divisions; the kinds and number of services to be performed;  
22 the right to determine the number of positions and the classifications thereof to perform such  
23 service; the right to direct the work force; the right to establish qualifications for hire, to test  
24 and to hire, promote and retain employees; the right to transfer and assign employees, subject  
25 to existing practices and the terms of this Agreement; the right, subject to civil service  
26 procedures and the terms of this Agreement related thereto, to suspend, discharge, demote or  
27 take other disciplinary action and the right to release employees from duties because of lack  
28 of work or lack of funds; the right to maintain efficiency of operations by determining the  
29 method, the means and the personnel by which such operations are conducted and to take  
30 whatever actions are reasonable and necessary to carry out the duties of the various

1 departments and divisions.

2 In addition to the foregoing, the County reserves the right to make reasonable rules  
3 and regulations relating to personnel policies, procedures and practices and matters relating to  
4 working conditions, giving due regard to the obligations imposed by this Agreement.

5 However, the County reserves total discretion with respect to the function or mission  
6 of the various departments and divisions, the budget, organization, or the technology of  
7 performing the work. These rights shall not be abridged or modified except as specifically  
8 provided for by the terms of this Agreement, nor shall they be exercised for the purpose of  
9 frustrating or modifying the terms of this Agreement. But these rights shall not be used for  
10 the purpose of discriminating against any employee or for the purpose of discrediting or  
11 weakening the Association.

12 In planning to contract or subcontract work, the County shall give due consideration to  
13 the interest of County employees by making every effort to insure that employees with  
14 seniority will not be laid off or demoted as a result of work being performed by an outside  
15 contractor.

16 In the event a position is abolished as a result of contracting or subcontracting, the  
17 County will hold advance discussions with the Association prior to letting the contract. The  
18 Association representatives will be advised of the nature, scope of work to be performed, and  
19 the reasons why the County is contemplating contracting out work. Notification for advance  
20 discussions shall be in writing and delivered to the President of the Association by certified  
21 mail.

22  
23 1.05 AFFIRMATIVE ACTION STATEMENT

24 The County and the Association agree to abide by all of the provisions of the Consent  
25 Order in Civil Action No. 74-C-374 in the United States District Court for the Eastern District  
26 of Wisconsin in Johnnie G. Jones, et al., vs. Milwaukee County, et al. The County and the  
27 Association further agree that when provisions of the Agreement are in conflict with the  
28 Consent Order, the provisions of the Consent Order shall be controlling.

29  
30

PART 2

The provisions of this Part 2 shall become effective in accordance with Part 1 unless otherwise provided.

2.01 SALARY

- (1) Effective pay period 24 of 2012 (October 28, 2012), the wages of bargaining unit employees shall be increased by three percent (3.00%).
- (2) Effective pay period 12 of 2013 (May 12, 2013), the wages of bargaining unit employees shall be increased by one and one-half percent (1.50%).
- (3) Effective pay period 24 of 2013 (October 27, 2013), the wages of bargaining unit employees shall be increased by one and one-half percent (1.50%).
- (4) Effective pay period 12 of 2014 (May 11, 2014), the wages of bargaining unit employees shall be increased by one and one-quarter percent (1.25%).
- (5) Effective pay period 24 of 2014 (October 26, 2014), the wages of bargaining unit employees shall be increased one and one-quarter percent (1.25%).
- (6) Effective upon execution of the 2012-2014 Agreement, step increases shall be delayed as follows:
  - (a) Beginning with the date of execution and continuing for a one (1) year period: Employees who are eligible to move from Step 1 to Step 2 on their anniversary date shall have the move to Step 2 delayed by three (3) months. Employees who are eligible to move from Step 2 to Step 3 on their anniversary date shall have the move to Step 3 delayed by nine (9) months. Employees who are eligible to move from Step 3 to Step 4, Step 4 to Step 5, Step 5 to Step 6, Step 6 to Step 7, and Step 7 to Step 8 on their anniversary date shall have the move to the next Step delayed by twelve (12) months.
- (7) Those employees who are licensed as an Emergency Medical Technician shall receive a premium of one-and-one-half percent (1.5%) above their base pay.
- (8) If the County moves forward with the elimination of the Captain's position

1 within the bargaining unit, all Captains shall have their wages frozen at their  
2 current rate regardless of the classification they are moved into. Their wages  
3 shall remain frozen until such time as the new classification wages catch up to  
4 or exceed the frozen wage at which time all such employees shall be paid the  
5 higher wage. In addition, the Union demands to bargain the impact of the  
6 effects to any other mandatory subjects as a result of such change.

- 7 (9) Effective upon the implementation date of the successor agreement to the  
8 2009-2011 Agreement any employee employed during the term of the  
9 Agreement who has left employment prior to the execution of the Agreement  
10 shall be entitled to any and all back pay calculations for the period of time that  
11 the employee was employed by Milwaukee County.

12  
13 2.015 OVERTIME

14 For purposes of the Fair Labor Standards Act employees covered by the terms of this  
15 agreement shall be paid overtime for hours worked in excess of 114 in the 15-day work  
16 period.

17  
18 2.02 EDUCATIONAL BONUS

- 19 (1) The County will make the following annual payments for the completion of  
20 course work described in paragraph (4) herein for all fire fighters in the  
21 bargaining unit:

22 \$125.00 per year for 16 credits

23 \$175.00 per year for 28 credits

24 \$225.00 per year for 40 credits

25 \$275.00 per year for 52 credits

26 \$325.00 per year for 64 credits

27 \$500.00 for associate degree or 75 credits

28 These payments shall be made on an annual basis as soon as possible after  
29 December 31 of the current year. No payments will be made to fire fighters  
30 for any year in which they do not remain in the employ of Milwaukee County

1 for the full calendar year.

2 Fire fighters who attain the required educational credits during the calendar  
3 year shall be paid a prorated amount from the first pay period after the  
4 educational courses are completed and reported to the County by December 31  
5 of that year.

6 The above stated salary payments shall be over and above the base salary of  
7 the positions eligible for these payments.

8 (2) No employee will be eligible for these salary payments unless he has a  
9 minimum of 5 years' of current continuous service with Milwaukee County as  
10 a fire fighter.

11 (3) These payments shall not be used in the calculation of overtime-premium pay or  
12 in the calculation of pension benefits.

13 (4) The courses of study leading to an Associate Degree in Fire Science/Technology  
14 and Bachelors Degree in Fire Administration or Business Administration, from  
15 any educational institution accredited by the North Central Accrediting  
16 Association shall be acceptable.

17  
18 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

19 (1) Effective the month following the implementation date of the successor  
20 agreement to the 2009-2011 labor agreement, employees enrolled in the  
21 Milwaukee County Health Insurance Plan shall pay a monthly amount toward  
22 the monthly cost of health insurance as follows:

23 (a) Employees shall pay one hundred dollars (\$100.00) per month toward the  
24 cost of an Employee only plan.

25 (b) Employees shall pay one hundred twenty-five dollars (\$125.00) per month  
26 toward the cost of an Employee + Child/Children plan.

27 (c) Employees shall pay two hundred dollars (\$200.00) per month toward the  
28 cost of an Employee + Spouse/Partner plan.

29 (d) Employees shall pay two hundred twenty-five dollars (\$225.00) per month  
30 toward the cost of an Employee + Family plan.

1 (e) The appropriate payment shall be made through payroll deductions. When  
2 there are not enough net earnings to cover such a required contribution, and  
3 the employee remains eligible to participate in a health care plan, the  
4 employee must make the payment due within ten working days of the pay  
5 date such a contribution would have been deducted. Failure to make such a  
6 payment will cause the insurance coverage to be canceled effective the first  
7 of the month for which the premium has not been paid.

8 (2) In the event an employee who has exhausted accumulated sick leave is placed on  
9 leave of absence without pay status on account of illness, the County shall continue  
10 to pay the monthly cost or premium for the Health Plan chosen by the employee  
11 and in force at the time leave of absence without pay status is requested, if any, less  
12 the employee contribution during such leave for a period not to exceed one (1)  
13 year. The 1-year period of limitation shall begin to run on the first day of the  
14 month following that during which the leave of absence begins. An employee must  
15 return to work for a period of sixty (60) calendar days with no absences for illness  
16 related to the original illness in order for a new 1-year limitation period to  
17 commence.

18 (3) Coverage of enrolled employees shall be in accordance with the monthly  
19 enrollment cycle administered by the County.

20 (4) Eligible employees may continue to apply to change their health plan to one of the  
21 options available to employees on an annual basis. This open enrollment shall be  
22 held at a date to be determined by the County and announced at least forty-five (45)  
23 days in advance.

24 (5) The County shall have the right to require employees to sign an authorization  
25 enabling non-County employees to audit medical and dental records. Information  
26 obtained as a result of such audits shall not be released to the County with  
27 employee names unless necessary for billing, collection, or payment of claims.

28 (6) Upon the death of any retiree, only those survivors eligible for health insurance  
29 benefits prior to such retiree's death shall retain continued eligibility for the  
30 Employee Health Insurance Program.

- 1 (7) Employees hired on and after January 01, 1994 may upon retirement opt to  
2 continue their membership in the County Group Health Benefit Program upon  
3 payment of the full monthly cost.
- 4 (8) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
5 (\$500.00) per contract (single or family plan) to each eligible employee who elects  
6 to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee  
7 who is hired on and after January 1 and who would be eligible to enroll in health  
8 insurance under the present County guidelines who chooses not to enroll in a  
9 Milwaukee County health plan shall also receive five hundred dollars (\$500.00).  
10 Proof of coverage in a non-Milwaukee County group health insurance plan must be  
11 provided in order to qualify for the five hundred dollars (\$500.00) payment. Such  
12 proof shall consist of a current health enrollment card.
- 13 (a) The five hundred dollars (\$500.00) shall be paid on an after-tax basis.  
14 When administratively possible, the County may convert the five hundred  
15 dollars (\$500.00) payment to a pre-tax credit, which the employee may use  
16 as a credit towards any employee benefit available within a flexible benefits  
17 plan.
- 18 (b) The five hundred dollars (\$500.00) payment shall be paid on an annual  
19 basis by payroll check no later than April 1st of any given year to qualified  
20 employees on the County payroll as of January 1st. An employee who loses  
21 his/her non-Milwaukee County group health insurance coverage may elect  
22 to re-join the Milwaukee County Conventional Health Plan. The employee  
23 would not be able to re-join an HMO until the next open enrollment period.  
24 The five hundred dollars (\$500.00) payment must be repaid in full to the  
25 County prior to coverage commencing. Should an employee re-join a  
26 health plan he/she would not be eligible to opt out of the plan in a  
27 subsequent calendar year.
- 28 (9) Milwaukee County will provide a Dental Insurance Plan. Bargaining unit  
29 employees hired on or after May 20, 1990 and each eligible employee enrolled in  
30 the Milwaukee County Dental Benefit Plan shall a monthly amount toward the

1 monthly cost of dental insurance as described below. Employees may opt not to  
2 enroll in the Dental Plan.

3 (a) Employees shall pay two dollars (\$2.00) per month toward the monthly cost  
4 of an employee only plan.

5 (b) Employees shall pay six dollars (\$6.00) per month toward the monthly cost  
6 of an Employee + Child/Children plan.

7 (c) Employees shall pay six dollars (\$6.00) per month toward the monthly cost  
8 of an Employee + Spouse/Partner plan.

9 (d) Employees shall pay six dollars (\$6.00) per month toward the monthly cost  
10 of an Employee + Family plan.

11 (10) On a voluntary basis an annual National Fire Protection Association (NFPA) 1582  
12 Standard Medical Examination by an Employer provider will be available.

13 (11) All employees who elect coverage under Milwaukee County's medical plans and  
14 who are contributing one-half (1/2) of the Actuarially Required Contribution  
15 (ARC) towards the pension plan will be automatically enrolled in the health care  
16 Flexible Spending Account (FSA) plan. Milwaukee County will contribute an  
17 amount provided for in the Milwaukee County budget. Employees are eligible to  
18 contribute an amount of their own funds, up to the maximum dollar amount  
19 provided by law, to the Medical FSA plan in addition to the funds provided by  
20 Milwaukee County.

21  
22 2.04 LIFE INSURANCE

23 (1) Eligible employees may elect to participate in the basic group life insurance  
24 program by filing an application within 30 days of hire. Coverage will become  
25 effective the first of the month following completion of six consecutive months  
26 of continuous employment. Applications filed more than 30 days after hire  
27 date are subject to meeting the insurability underwriting standards of the  
28 insurance company.

29 (2) The County shall pay the full monthly premium per \$1,000 of coverage for  
30 eligible employees' basic life insurance based on the authorized annual salary

1 up to and including the first \$25,000 thereof. For coverage above the first  
2 \$25,000, the monthly premium shall be shared by the County and the  
3 employee pursuant to Chapter 62.04 of the County Ordinances.

- 4 (3) Upon attainment of age 65, the County shall pay the full monthly premium and  
5 the life insurance coverage for each employee and retiree shall be reduced as  
6 follows:

7	AGE	PERCENTAGE
8	65	8%
9	66	16%
10	67	24%
11	68	32%
12	69	40%
13	70 and thereafter	75%

- 14 (4) Employees selecting deferred retirement shall not be eligible to participate in  
15 life insurance program.
- 16 (5) Employees will be eligible to apply for additional coverage in the Optional  
17 Life Insurance Program provided in Section 62.08 of the General Ordinances  
18 of Milwaukee County, pursuant to the annual open enrollment period. The  
19 entire cost of this additional insurance shall be borne by the employee.
- 20 (6) Required premium payments shall be made by way of payroll deduction except  
21 for periods of unpaid leave. During such periods, in order to maintain  
22 coverage pending return to paid status, the employee shall make the full  
23 monthly premium payments (basic and optional plans) in the manner  
24 prescribed by the County, except as provided in (7) below.
- 25 (7) In the event an employee who has exhausted accumulated sick leave is placed  
26 on leave of absence without pay status on account of illness, the County shall  
27 pay the full monthly premium for the entire basic life insurance coverage  
28 pursuant to paragraph (2) above during such leave for a period not to exceed  
29 one year. The one-year period of limitation shall begin to run on the first day  
30 of the month following that during which the leave of absence begins. An

1 employee must return to work for a period of sixty (60) calendar days with no  
2 absences for illness in order for a new one-year limitation period to commence.

- 3 (8) The County reserves the unilateral right to select and/or change Life Insurance  
4 Companies.

5  
6 2.05 CALL IN PAY

- 7 (1) An employee called in to work outside of the employee's regularly scheduled  
8 shift shall be credited with a minimum of 4 hours at time and one-half or the  
9 number of hours worked, whichever is greater.  
10 (2) "Call in" shall not apply to hours worked outside of an employee's regularly  
11 scheduled shift where the regular shift starting time is modified to meet  
12 emergency situations.

13  
14 2.06 UNIFORM ALLOWANCE

- 15 (1) Employees shall be furnished a full uniform at time of hire or as soon  
16 thereafter as practicable. The Uniform so furnished shall be in accordance  
17 with the regulations of the department setting forth prescribed minimum  
18 equipment for each employee. Any employee whose employment is  
19 terminated within 2 years from the date of hire shall return all uniform items  
20 furnished by the County to the department within 7 days of termination.  
21 (2) The annual allowance for all employees required to wear uniforms shall be  
22 \$600.00. Such amount shall be paid in accordance with existing practices.  
23 (3) Employees shall be furnished all protective clothing required by the chief. The  
24 cost of replacement of said items as directed by the chief shall be borne by the  
25 County.  
26 (4) Employees shall not be required to wear dress blue uniforms to and from work.  
27 (5) The Union and the County agree to work out details of a uniform commissary  
28 system. In the event the parties reach agreement on the uniform commissary  
29 system and satisfactory language to replace the current language in Section  
30 2.06 Uniform Allowance, said system and replacement language shall be

1 implemented effective January 1, 2014. If an agreement is not reached, the  
2 current language in Section 2.06 shall remain in effect.

3  
4 2.07 OFF DAYS

5 (1) Employees shall be granted 12 paid off days per year in lieu of holidays and  
6 personal days. Such days shall be selected by the employees on the basis of  
7 departmental seniority.

8 (2) Employees shall be granted such off days during their first calendar year of  
9 employment as follows:

<u>DATE OF HIRE</u>	<u>NUMBER OF DAYS</u>
From January 1 through February 21	12
From February 22 through April 24	10
From April 25 through June 5	8
From June 6 through July 27	6
From July 28 through September 17	5
From September 18 through November 8	3
From November 9 through December 31	1

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18 (3) Employees who are unable to use their Off Days in the calendar year in which  
19 they are granted due to illness/injury, Temporary Assignment to Higher  
20 Classification (TAHC) duties or other County imposed restrictions on the  
21 employee's ability to use such time shall have all unused time paid out on the  
22 first pay period in January of the following calendar year.

23 (4) In the event an employee has unused Off Days remaining as a result of the  
24 employee's failure to schedule the Off Days, the employee shall forfeit the  
25 remaining Off Days.

26  
27 2.08 VACATION

28 (1) Employees shall receive annual leave with pay to serve as vacation in  
29 accordance with the following schedule based upon years of continuous  
30 service, as defined in S. 17.17, C.G.O.:

1	Hiring through 5 years	
2	See (2) below	5 days (120 hours)
3	After 5 years	7 days (168 hours)
4	After 10 years	10 days (240 hours)
5	After 15 years	12 days (288 hours)
6	After 20 years	15 days (360 hours)

7 For purposes of this section, a vacation day shall mean one 24-hour shift.

8 (2) During the first year of employment, or in a return to service, an employee will  
9 be granted a proportional share of his/her hours of vacation entitlement based  
10 on the number of full calendar months remaining in the calendar year in which  
11 the employee was first hired or in which the employee was rehired, divided by  
12 twelve (12) and rounded up to the nearest twenty-four (24) hour increment, and  
13 shall be granted his/her full vacation entitlement on January 1 of each calendar  
14 year after being hired or rehired by the County. Vacation entitlement for new  
15 or rehired employees during their first partial year of employment will follow  
16 this schedule:

17	Date of Hire or Rehire	Number of Vacation Days
18	January 1 to January 31	5
19	February 1 to February 28/29	5
20	March 1 to March 31	4
21	April 1 to April 30	4
22	May 1 to May 31	3
23	June 1 to June 30	3
24	July 1 to July 31	3
25	August 1 to August 31	2
26	September 1 to September 30	2
27	October 1 to October 31	1
28	November 1 to November 30	1
29	December 1 to December 31	0

30 (3) Departmental seniority shall be used for the purpose of making vacation

1 selections.

2 (4) Employees with the same hiring date in the department shall be placed on the  
3 seniority list according to their relative rank on the eligible list.

4 (5) The Director of Transportation and Public Works shall grant the carryover of  
5 up to seventy-two (72) hours of unused vacation time to the following year. In  
6 the event an employee has hours of vacation time in excess of seventy-two  
7 (72) hours that was not used due to an employee's illness/injury, Temporary  
8 Assignment to Higher Classification (TAHC) duties or other County imposed  
9 restrictions, the Director of Transportation and Public Works shall request the  
10 carryover or payout of unused vacation hours in excess of seventy-two (72)  
11 hours for any employee by submitting a written request to the Director of  
12 Human Resources (DHR). The DHR shall have the discretion to determine  
13 whether the unused hours in excess of seventy-two (72) will be carried over or  
14 paid out.

15 (6) In the event an employee has hours of vacation time in excess of seventy-two  
16 (72) hours that was not used due to the employee's failure to schedule the  
17 vacation hours, the Director of Transportation and Public Works may request  
18 the carryover or payout of unused vacation hours in excess of seventy-two  
19 (72) hours for any employee by submitting a written request to the Director of  
20 Human Resources (DHR). The DHR shall have the discretion to approve or  
21 deny such request.

22  
23 2.09 INJURY OR ILLNESS IN LINE OF DUTY

24 Milwaukee County shall comply with the provisions of all pertinent Workers  
25 Compensation Laws and the Americans with Disabilities Act. The County shall promulgate  
26 and distribute procedures to be followed when an employee is injured or becomes ill in the  
27 line of duty. Such procedures shall be provided to the union and included in the County  
28 administrative manual.

1 2.10 SICK LEAVE

2 (1) Sick leave accrual rate shall be 7.4 hours per pay.

3 (2) In addition to other causes set forth in s. 17.18(4), C.G.O., sick leave may be  
4 taken for the purpose of enabling employees to receive non-emergency  
5 medical attention during duty hours after a good faith effort has been made to  
6 schedule such appointments during off duty time. Such leave may be allowed  
7 for scheduled appointments for any type of medical or dental care.

8 This modification in the use of sick leave recognizes the current difficulty  
9 encountered in attempting to schedule non-emergency medical treatment  
10 during an employee's off duty hours. Because of the nature of the treatment or  
11 examination for which sick leave is allowed for these purposes, such absences  
12 are predictable. In order to be excused from duty for the type of medical  
13 treatment or examination contemplated herein, the practitioner treating the  
14 employee shall provide the employee with written notice setting forth the date  
15 and time of the employee's appointment, which notice shall be filed with the  
16 employee's supervisor.

17 Excused time charged against sick leave for these purposes shall be limited to  
18 three (3) hours per twenty-four (24) hour shift including travel between the  
19 employee's work site and the place of his/her appointment.

20 (3) Notwithstanding any provision in this section to the contrary, effective upon  
21 the implementation date of the successor labor agreement to the 2009-2011  
22 labor agreement, any employee hired on and after the implementation date of  
23 the successor labor agreement to the 2009-2011 labor agreement, shall not  
24 accrue more than one thousand nine hundred twenty (1,920) hours of leave  
25 under this section. Such new employee whose accrual balance under this  
26 section reaches one thousand nine hundred twenty (1,920) hours shall have  
27 further accrual of leave suspended until such time that the employee's total  
28 accrual is less than one thousand nine hundred twenty (1,920) hours, due to  
29 the use of such leave under this section.

30

1 2.11 LAYOFFS AND RECALL

- 2 (1) Layoffs shall be made within classification on a countywide basis in the  
3 inverse order of total County seniority. Employees on emergency or  
4 temporary appointment in the affected classification shall be laid off prior to  
5 the layoff of employees on regular appointment.
- 6 (2) The Department of Human Resources will make every reasonable effort to  
7 place laid off employees in comparable positions where vacancies exist.
- 8 (3) Employees on layoff shall be recalled to vacancies in their classification in the  
9 inverse order of layoff.

10  
11 2.12 LONGEVITY

- 12 (1) (a) Employees with 6 years of current continuous service with Milwaukee  
13 County shall receive \$150 in the pay period following their  
14 anniversary date.
- 15 (b) Employees with 10 years of current continuous service with  
16 Milwaukee County shall receive \$245 in the pay period following their  
17 anniversary date.
- 18 (c) Employees with 15 years of current continuous service with  
19 Milwaukee County shall receive \$305 in the pay period following their  
20 anniversary date.
- 21 (d) Employees with 20 years of current continuous service with  
22 Milwaukee County shall receive \$365 in the pay period following  
23 their anniversary date.
- 24 (2) Effective upon the implementation date of the successor labor agreement to  
25 the 2009-2011 labor agreement the longevity benefit will be suspended (not  
26 paid) for a twelve (12) month period. This suspension applies only to the  
27 cash payment and does not in any way reduce an employee's tenure for  
28 determining longevity benefit payments beyond the twelve (12) month  
29 suspension.

1 2.14 TEMPORARY ASSIGNMENT

2 When assigned to perform duties of a higher classification, employees will be  
3 paid for all hours as though promoted to such classification.  
4

5 2.15 RETIREMENT BENEFITS

6 (1) For members whose continuous membership began on or after January 1,  
7 1982, the provisions of Chapter 2.01.24, County General Ordinances,  
8 Employee's Retirement System shall be modified as follows:

9 (a) Final Average Salary means the average annual earnable compensation  
10 for the five (5) consecutive years of service during which the member's  
11 earnable compensation was the highest, or, if he/she should have less  
12 than five years of service, then the average annual earnable  
13 compensation during such period of service.

14 (b) A member who meets the requirements for a normal pension shall  
15 receive an amount equal to 1.5% of his final average salary multiplied  
16 by the number of years of service.

17 (c) All pension service credit earned on or after January 1, 2001 shall be  
18 credited in an amount equal to 2% of the member's final average  
19 salary. For each year of service credit earned after January 1, 2001,  
20 eight (8) years of service credit earned prior to January 1, 2001 shall be  
21 credited at 2% of the member's final average salary. Said credit shall  
22 be awarded on a daily basis.

23 (d) Any member who first became a member of the system on or after  
24 January 1, 1982, shall not be eligible for a deferred vested pension if  
25 his/her employment is terminated prior to the completion of 5 years of  
26 service.

27 (2) In accordance with Chapter 201.24 County General Ordinances for a member  
28 whose continuous membership began prior to January 1, 1982:

29 (a) Final Average Salary means the average annual earnable compensation  
30 for the three (3) consecutive years of service during which the

- 1 member's earnable compensation was highest, or, if he/she should have  
2 less than three (3) years of service, then his/her average earnable  
3 compensation during such period of time.
- 4 (b) A member who meets the requirements for a normal pension shall  
5 receive an amount equal to 2% of the final average salary multiplied by  
6 the number of years of service.
- 7 (c) Any member whose last period of continuous membership began on or  
8 after January 1, 1971, but prior to January 1, 1982 shall not be eligible  
9 for a deferred vested pension if his employment is terminated prior to  
10 his completion of six (6) years of service.
- 11 (3) For employees hired on or after January 1, 1985, the provisions of chapter  
12 2.01.24, County General Ordinances, Employee's Retirement System shall be  
13 modified as follows:
- 14 (a) Final Average Salary shall be based solely on total straight time hours  
15 paid for the five (5) consecutive years of service during which the  
16 member's earnable compensation was the highest, or, if he/she should  
17 have less than five (5) years of service, then his/her average straight  
18 time hours paid during such period of service.
- 19 (4) Employees hired on or after January 1, 1999 shall have all service earned after  
20 January 1, 2001 credited at 2% and for each year of service after January 1  
21 2001, shall have eight (8) years of service earned prior to January 1, 2001  
22 credited at 2%. Upon retirement an employee may elect to receive payment in  
23 a lump sum of all vacation to which he is entitled.
- 24 (5) An employee-member retiring shall be eligible for a normal pension if his/her  
25 employment is terminated on or after he/she attained age 55 and has completed  
26 30 years of service; or if his/her employment is terminated on or after he/she  
27 has attained age 60 and has completed 5 years of service.
- 28 (6) In the event of the death of an employee-member in active service prior to age  
29 60 and after completing at least 10 years of service, his surviving dependent  
30 spouse or child shall receive a survivor pension. This provision shall apply to

1 all employee-members hired on or after the effective date of this Agreement.

- 2 (7) A member of the retirement system shall be eligible for an accidental disability  
3 pension if his/her employment is terminated prior to his/her normal retirement  
4 age by reason of total and permanent incapacity for any duty as the natural and  
5 proximate result of an accident occurring at some definite time and place while  
6 in the actual performance of duty. The last payment shall be made, if disability  
7 ceases prior to his/her normal retirement date, the first day of the month in  
8 which the disability ceases.

9 Disability shall be considered total and permanent if the Medical  
10 Board, after a medical examination of such member, shall certify that such  
11 member is mentally or physically incapacitated to perform any job that they  
12 are reasonably suited for by means of education, training or experience.  
13 Disability must be as a result of such service accident and such incapacity is  
14 likely to be permanent. A member shall not be entitled to both accidental  
15 disability pension and ordinary disability pension. A member who meets the  
16 requirements for an accidental disability shall receive an amount computed in  
17 the same manner as a normal pension considering his/her earnable  
18 compensation and service prior to retirement but no less than 75% of final  
19 average salary.

20 Employees on accidental disability retirement once having been placed  
21 into a new classification who desire employment in a different classification  
22 may be placed in such classification for which they are reasonably suited for  
23 by means of education, training or experience as determined by the Director of  
24 Human Resources in accordance with Civil Service Rule IV, Section 2.

- 25 (8) Veteran Service Credit – Employees retiring on and after the effective date of  
26 this Agreement shall be entitled to pension service credit for military service  
27 under Section 201.24 II(1) of the Employees' Retirement system  
28 notwithstanding the effective date indicated in the amendment.

- 29 (9) Employees on the payroll as of December 1, 1996 who retire on or after  
30 December 1, 1996 shall be eligible for normal retirement benefits when the

1 total of their age and service total 75. This provision shall not apply to  
2 deferred retirement.

- 3 (10) For service earned as a firefighter after December 31, 1998 by the below listed  
4 employees, the pension multiplier shall be increased from 1.5% to 2%. If  
5 otherwise eligible for a normal pension, the calculation shall be based on a five  
6 high year average of base salary. (Base salary does not include any overtime  
7 compensation or any other payments in excess of the employee's annual  
8 wage).

9 Bujanovich, Jr., Daniel N.	Hareng, Daniel W.
10 Calhoun, Alan J.	Wisniewski, Scott A.
11 Erdmann, Kevin S.	Rabenberg, Frank A.
12 Birmingham, Jeffery L	

- 13 (11) Retention Incentive Bonus – The following employees shall have all past and  
14 future pension service credited at 2% and upon retirement shall be eligible for  
15 a bonus of 7.5% added to the Final Average Salary for each year of service  
16 credit earned after January 1, 2001. Said bonus shall be credited on a daily  
17 basis and the maximum bonus which can be added shall not exceed 25%.

18 Birmingham, Jeffery	Hareng, Daniel
19 Bujanovich, Daniel	Rabenberg, Frank
20 Calhoun, Alan	Wisniewski, Scott
21 Erdmann, Kevin	

- 22 (12) Sick Allowance Balance upon Retirement

- 23 (a) Employees who became members of the Employees Retirement System  
24 prior to January 1, 1994 shall receive full payment for all accrued sick  
25 allowance hours earned before June 19, 2007 at the time the employee  
26 retires. Twenty-five percent (25%) of any remaining accrued sick  
27 allowance hours earned on and after June 19, 2007 shall be paid out at  
28 the employee's final hourly rate of pay. For calculation purposes, sick  
29 leave earned before June 19, 2007 shall be used after sick leave earned  
30 on and after June 19, 2007 for all hours of sick leave used prior to

1 retirement. Such payment shall be made in a lump sum, and shall not  
2 be included in the calculation of the employee's final average salary for  
3 pension calculation purposes. Nor shall pension service credit be  
4 granted in connection with the lump sum payment. The payment shall  
5 have no effect on the employee's retirement date. If permissible under  
6 IRS provisions, such payment shall be placed in a "back drop account"  
7 in the Employees Retirement System. The provisions of this section  
8 shall not apply to a member of the System who is eligible for a deferred  
9 retirement benefit under section 4.5 of 201.24 of the Employees'  
10 Retirement System.

11 (b) Members of the Employees' Retirement System whose membership  
12 began on or after January 1, 1994, shall have the full value of their  
13 accrued sick allowance at the time of retirement (total hours accrued  
14 multiplied by the hourly rate at the time of retirement) credited toward  
15 the cost of health insurance after retirement. When the amount credited  
16 is exhausted, the member or eligible beneficiary may opt to continue  
17 their participation in the County Group Health Benefit Program upon  
18 payment of the full monthly cost. The provisions of this section shall  
19 not apply to a member who is eligible for a deferred retirement benefit  
20 under section 4.5 of 201.24 of the Employees' Retirement System.

21 (13) Back Drop Pension Benefit – The provisions of this section shall apply to any  
22 employee whose application to retire is filed and effective after January 1,  
23 2001 and to any employee whose last period of continuous membership in the  
24 Employees' Retirement System began before June 19, 2007; but shall not  
25 apply to any member of the Employee Retirement System who is eligible for a  
26 deferred pension benefit under 201.24(4.5). Nor shall this provision apply to  
27 any employee whose membership in the Employees' Retirement System  
28 began on or after June 19, 2007. Upon retirement, an eligible employee may  
29 opt for a "back drop" pension benefit as follows:

30 (a) An employee may request a monthly pension benefit based on accrued

1 pension service credit and final average salary calculation as of a  
2 specific date in the past which shall be referred to as the "back drop  
3 date". The "back drop date" may not be prior to the earliest date that  
4 the employee was eligible to retire; and shall not be less than one year  
5 prior to the date that the employee leaves active County employment.  
6 The monthly pension benefit the employee was eligible to receive as of  
7 the "back drop date" shall be referred to as the "monthly drop benefit".

8 (b) The total amount of the "monthly drop benefit" payments the employee  
9 would have received (plus the annual 2% pension increase) between the  
10 "back drop date" and the date that the employee is removed from the  
11 County payroll due to actual retirement (after exhausting all allowable  
12 accrued time balances as documented by an ETCR form, excluding sick  
13 allowance payments), plus interest earnings compounded on a monthly  
14 basis equal to the pension fund rate of return used by the ERS actuary  
15 for computing the County's annual contribution to the system shall be  
16 referred to as the "total drop benefit".

17 (c) If the employee opts for a "back drop" pension benefit:

- 18 1. The "total drop benefit" shall be paid to the employee with  
19 appropriate deductions for state and federal taxes; or if  
20 permitted by IRS regulations, the employee may "roll over" the  
21 "total drop benefit" into an IRA; and
- 22 2. The member shall begin to receive monthly payments of the  
23 "monthly drop benefit" (plus the annual 2% pension increase).

24 (d) The standard pension options shall be available to an employee who  
25 opts out for a "back drop benefit", and the retention incentives  
26 incorporated into the pension benefit effective January 1, 2001 shall be  
27 included when calculating the "monthly drop benefit".

28 (14) Effective January 1, 2003 Final Average Salary means the annual earnable  
29 compensation for the three consecutive years of service during which the  
30 members' earnable compensation was the highest.

1 (a) "Annual Earnable Compensation" shall include overtime and other  
2 supplemental income listed below:

- |                      |                                 |
|----------------------|---------------------------------|
| 3 1. Regular Pay     | 9. Retro Supptx (Retro pay paid |
| 4 2. Paid Not Worked | with supplemental checks)       |
| 5 3. Worked Not Paid | 10. Longevity Pay               |
| 6 4. Vacation        | 11. Holiday Pay                 |
| 7 5. Sick Pay        | 12. Excused Pay                 |
| 8 6. Critical Pay    | 13. Special Premium Pay         |
| 9 7. Stand By Pay    | 14. Back to Back Overtime       |
| 10 8. Personal       | 15. Overtime Standard           |
| 11                   | 16. Overtime 1.5                |

12 (15) Mandatory Employee Contributions.

13 (a) Each employee of the Employees' Retirement System, shall contribute  
14 to the retirement system a percentage of the "Member's Compensation"  
15 according to (b). "Member Compensation" shall include all salaries  
16 and wages of the member, except for the following: overtime earned  
17 and paid; any expiring time paid such as overtime and holidays; injury  
18 time paid; and any supplemental time paid such as vacation or earned  
19 retirement.

20 (b) Contribution percentage: The percentage shall be as follows: Effective  
21 on the first day of the first pay period following the implementation  
22 date of the successor agreement, one-half (1/2) of the Annual Required  
23 Contribution (ARC) to the Employees' Retirement System.

24 (16) Earned Retirement

25 (a) Effective upon the implementation date of the successor agreement to  
26 the 2009-2011 labor agreement payment of accrued paid leave hours  
27 (vacation, compensatory time, and off days) will be made in a lump  
28 sum at the time of retirement. Such retirement payments shall be  
29 calculated at the rate of pay in effect for such employee on the last day  
30 of work.

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2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

If employees are required to participate in Emergency Medical Technician training on their own time, they will be compensated for such training as though they were on duty.

2.17 DUES DEDUCTION

Milwaukee County agrees to deduct union dues from the biweekly earnings of employees having a voluntary dues checkoff card on file with the Department of Human Resources. Such deduction should be forwarded to the Treasurer of the Association within 10 days after such deduction is made.

Any increase in dues shall be certified by the Association at least 15 days before the start of the pay period the increased deduction is to be effected. Such dues shall be a flat amount and shall not be changed more often than once per year.

2.18 FAIR LABOR STANDARDS ACT

As a result of the application of the Fair Labor Standards Act, the following will be implemented:

- (A) A 15-day work period.
- (B) Changing from a 17.1 hour day to a 24 hour day.
- (C) Regular pay checks based on 112.3 hour per pay period.

2.40 CHANGES IN CLASSIFICATION

- (1) When, in the judgment of the Association or the County, a position or group of positions in the bargaining unit is improperly classified because of changes in the duties or responsibilities, the Association or County shall submit its recommendations for reclassification in writing to the Director of the Department of Human Resources. All requests shall include an updated position description, detailed information regarding the duties assigned to the position, a summary of the change in duties and other pertinent information in a format designated by the Director of Human Resources. The Director of

1 Human Resources shall review the duties assigned to the position as well as  
2 any other information provided and submit recommendation to the  
3 Association.

4 (2) In the event the Association concurs with the recommendations of the Director  
5 of Human Resources to reclassify a position, the recommendations shall be  
6 included in a report distributed to all County Board Supervisors.

7 (3) In the event the Association does not concur with the recommendation of the  
8 Director of Human Resources, both parties may request or provide such  
9 additional information as may clarify the appropriate classification for the  
10 position. After reviewing the additional information, if both parties concur that  
11 a reclassification is appropriate; the recommendation of the Director of Human  
12 Resources shall be included in a report distributed to all County Board  
13 Supervisors.

14 (4) In the event the Association and the Director of Human Resources cannot  
15 agree on the appropriate classification for an existing position, either party may  
16 appeal to the Personnel Committee within 30 day of receiving notice of the  
17 Director of Human Resources final recommendation. Both parties shall submit  
18 a written summary of the rationale for their opinion to the Personnel  
19 Committee as well as any other information deemed appropriate. The decision  
20 of the County Board on the Personnel Committee recommendation, subject to  
21 review by the County Executive, shall be final and if a change in classification  
22 is approved, it shall be implemented the first day of the pay period following  
23 that in which a resolution adopted by the County Board has been approved by  
24 the County Executive.

25 (5) Monthly, while a reclassification is pending, the Director of Human Resources  
26 shall provide a report to the Personnel Committee which lists all position  
27 reclassification which the Director intends to approve, along with a fiscal note  
28 for each. This report shall be distributed to all County Supervisors and placed  
29 on the Personnel Committee agenda for informational purposes. If a County  
30 Supervisor objects to the decision of the Director of Human Resources within

1 seven working days of receiving this report, the reclassification shall be held in  
2 abeyance until resolved by the County Board upon recommendation of the  
3 Personnel Committee, and subsequent County Executive action. If no County  
4 Supervisors object, the reclassification shall be implemented the first day of  
5 the first pay period following the meeting of the Personnel Committee and in  
6 compliance with collective bargaining agreements. In the event the County  
7 Board takes no action on a reclassification, after receipt of a recommendation  
8 from the Personnel Committee, the reclassification shall be implemented the  
9 first day of the first pay period following action by the County Executive or, in  
10 the event of a veto, final County Board action.

11 (6) The new rate of pay for the position reclassified shall be effective 120 days  
12 from the date of the request for reclassification or upon the effective date of the  
13 reclassification, whichever is less, except in instances where the position is  
14 reclassified to a classification in a lower pay range the provisions of Chapter  
15 17 of the County Ordinances shall apply.

16 (7) The Director of the Department of Human Resources or the department head  
17 shall not be precluded from initiating a review of the classification of any  
18 represented position if he/she feels such a review is appropriate.

#### 19 20 2.41 DEFERRED COMPENSATION

21 Bargaining unit employees shall be permitted to participate in Milwaukee County's  
22 Deferred Compensation Program. Milwaukee County reserves the unilateral right to select  
23 the Plan Administrator and/or change the Plan Administration.

#### 24 25 2.42 EMPLOYEE LIABILITY

26 If the defendant in any action or special proceeding is a public officer or employee and  
27 is proceeded against as an individual because of acts committed while carrying out his/her  
28 duties as an officer or employee and the jury or the court finds that such defendant was acting  
29 within the scope of his/her employment, the judgment as to damages and costs entered against  
30 the officer or employee in excess of any insurance available to the officer or employee shall

1 be paid by the County of which the defendant is an officer or employee. Regardless of the  
2 results of the litigation, the governmental unit, if it does not provide legal counsel to the  
3 defendant officer or employee, shall pay reasonable attorney's fees and costs of defending the  
4 action, unless it is found by the court or jury that the defendant officer or employee did not act  
5 within the scope of employment. Failure by the officer or employee to give notice to his/her  
6 department head of action or special proceeding commenced against the defendant officer or  
7 employee as soon as reasonably possible is a bar to recovery by the officer or employee from  
8 the County of reasonable attorney's fees and cost of defending the action. The attorney's fee  
9 and expenses shall not be recoverable if the County offers the officer or employee legal  
10 counsel and the offer is refused by the defendant officer or employee.

11  
12 2.43 MILITARY LEAVE

- 13 (1) Employees holding regular civil service status who are required to take periods  
14 of training for the purpose of retaining status as members in organized units of  
15 the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard,  
16 and the National Guard, and who are ordered to active duty, may be granted  
17 leave of absence upon submission of evidence of receipt of competent orders.
- 18 (2) Employees shall have the option to receive full County pay during such leave  
19 or to retain military pay. Employees choosing to be compensated by the  
20 County shall submit their military base pay to the County Treasurer.
- 21 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.
- 22 (4) Rule VIII, Section 2(d) of the Rules of the Civil Service Commission shall  
23 apply to employees returning from military leave.

24  
25 2.44 DEPENDENT CARE VOUCHERS

26 Employees shall be eligible to participate in a voucher program which will enable  
27 dependent care expenses to be paid with pre-tax income. Such program will be administered  
28 by a vendor to be selected by Milwaukee County, and shall be in conformance with State and  
29 Federal regulations.

1 2.45 DIRECT PAYROLL DEPOSIT

2 The Milwaukee County Direct Deposit Program shall be utilized by all employees in  
3 the bargaining unit.

4  
5 P A R T 3  
6

7 3.01 DEPARTMENTAL WORK RULES

8 The Association recognizes the prerogative of the County to operate and manage its  
9 affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the  
10 statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules  
11 of its Civil Service Commission. The Association recognizes the exclusive right of the  
12 County to establish reasonable work rules. The County shall meet with the Association for  
13 the purpose of discussing the contemplated creation or modification of such rules prior to  
14 implementation, except in emergency situations where no advance notification shall be  
15 required. In such situations, the County shall meet with the Association as soon as practicable  
16 following implementation.

17  
18 3.011 ALCOHOL AND DRUG TESTING

19 All employees represented by the Milwaukee County Fire Fighters Association will be  
20 subject to alcohol and drug testing in a manner consistent with the Milwaukee County policy  
21 for employees required to possess a Commercial Drivers License regulated by rules of the  
22 United States Department of Transportation.

23  
24 3.02 BARGAINING TIME

25 Employees serving as members of the Association's bargaining committee shall be  
26 paid their normal base rate for all hours spent in contract negotiations carried on during their  
27 regular workday. Effort shall be made to conduct negotiations during non-working hours to  
28 the extent possible, and in no case shall such meetings be unnecessarily protracted.  
29 Employees released from duty for negotiations shall be allowed reasonable travel time  
30 between their work site and meeting location.

1  
2 3.15 FAIR SHARE AGREEMENT

3 (1) Effective at the completion of each pay period the employer shall deduct from  
4 the biweekly earnings of the employees specified herein an amount equal to  
5 such employees' proportionate share of the cost of the collective bargaining  
6 process and contract administration and pay such amount to the treasurer of the  
7 certified bargaining representative of such employee within 10 days after such  
8 deduction is made, provided:

9 (a) Such deduction shall be made and forwarded to the treasurer of the  
10 certified bargaining representative from the biweekly earnings of all  
11 bargaining unit employees.

12 (b) That such deduction shall be made and forwarded to the treasurer of the  
13 certified bargaining representative from the biweekly earnings of new  
14 bargaining unit employees from the first pay period earnings.

15 (c) Any increase in fair share amounts to be deducted shall be certified by  
16 the Association at least 15 days before the start of the pay period the  
17 increased deduction is to be effected.

18 (2) There shall be no lockout of Association employees. In the event that during  
19 the continuance of its recognition, Milwaukee County Fire Fighters'  
20 Association, its officers, agents or employees, acting individually or in concert  
21 with one another, engage in or encourage any Union-authorized strike or work  
22 stoppage against the County, including any of its departments and/or agencies,  
23 the deductions and payments of fair share contributions made in accordance  
24 with this agreement shall be terminated forthwith by the County. Thereafter,  
25 for a period of one year, measured from the date of the onset of such strike or  
26 work stoppage, no deductions whatever shall be made from the earnings of any  
27 employee who has not filed a voluntary dues checkoff card, nor shall any  
28 payment whatever be made to the Treasurer of Milwaukee County Fire  
29 Fighters Association on account of such fair share agreement.

30 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other

1 interference with any phase of the County's operation by Association members,  
2 the County will notify the Association officials in writing of such occurrence.  
3 The Association shall, as promptly as possible, denounce the strike, work  
4 stoppage, slowdown or other interference with any phase of the County's  
5 operation and order its members to return to work. Good faith compliance  
6 with these requirements will stay the effect of par. (2). Failure on the part of  
7 the Union to immediately denounce the strike, work stoppage, slowdown or  
8 other interference with County operations, and/or to order its members back to  
9 work, shall constitute an admission of the Association's part that such strike,  
10 work stoppage, slowdown or other interference with County operations is  
11 authorized.

- 12 (4) In the event the provisions of this fair share agreement are successfully  
13 challenged by any person affected thereby, and it is determined by an  
14 administrative body or a court of competent jurisdiction that the deductions  
15 made pursuant to the provisions hereof are in any manner in conflict with the  
16 rights of the challenging party as those rights are affected by Ch. 63. Wis.  
17 Stats., or other provisions of law applicable to public employment, which  
18 determination results in an order or judgment against Milwaukee County  
19 requiring that it repay to the challenging party and/or to any or all members of  
20 the class represented by such challenging party such sums as have been  
21 deducted from their earnings in accordance with the provisions hereof, the  
22 Association agrees to indemnify the County in full including any and all costs  
23 or interest which may be a part of such order or judgment, for all sums for  
24 which the County has been determined to be liable.

25 In the event of any action brought challenging the provisions of this fair  
26 share agreement, or the right of the Association and the County to enter into  
27 such an agreement, after it is determined by an administrative body or a court  
28 of competent jurisdiction that deductions made pursuant to the provisions  
29 hereof are in any manner in conflict with the rights of the challenging party, all  
30 sums which the County has agreed to deduct from the earnings of the

1 employees covered by the agreement and transmit to the Treasurer of the  
2 Association of the Milwaukee County Fire Fighters except sums deducted  
3 pursuant to voluntary checkoff cards on file with the employer, shall be placed  
4 in trust with First Bank Midland, Milwaukee Division, pending the ultimate  
5 disposition of such action. In the event the outcome of such action favors the  
6 continuance of the fair share agreement, the monies held in trust, together with  
7 the interest earned thereon shall be paid to the Association upon entry of  
8 judgment in such action.

9  
10 P A R T 4

11  
12 4.01 GRIEVANCE PROCEDURE

- 13 (1) APPLICATION: EXCEPTIONS. The grievance procedure shall not be used  
14 to change existing wage schedules, hours of work, working conditions, fringe  
15 benefits and position classifications established by ordinances and rules which  
16 are matters processed under other existing procedures. Only matters involving  
17 the interpretation, application, or enforcement of the terms of this Agreement  
18 shall constitute a grievance.
- 19 (2) REPRESENTATIVES. An employee may choose to be represented at any  
20 step in the procedure by an Association representative of his/her choice. (Not  
21 to exceed 2.)
- 22 (3) TIME OF HANDLING. Whenever practical, grievances will be handled  
23 during the regularly scheduled working hours of the parties involved.
- 24 (4) TIME LIMITATIONS. If it is impossible to comply with the time limits  
25 specified in the procedure because of work schedules, illness, vacations, etc.,  
26 these limits may be extended by mutual consent in writing. If any extension is  
27 not agreed upon by the parties within the time limits herein provided or a reply  
28 to the grievance is not received within time limits provided herein, the  
29 grievance shall be appealed directly to the next step of the procedure. Failure  
30 on the part of the Association to appeal a grievance to the next step of the

1 procedure pursuant to the time limits outlined in the procedure shall cause the  
2 grievance to be settled.

3 (5) SETTLEMENT OF GRIEVANCES. Any grievance shall be considered  
4 settled at the completion of any step in the procedure if all parties concerned  
5 are mutually satisfied. Dissatisfaction is implied in recourse from one step to  
6 the next.

7 (6) FORMS. There are 2 separate forms used in processing a grievance:

8 (a) Written Grievance Appeal Form;

9 (b) Grievance Disposition Form;

10 Guidelines To Be Followed When Initiating A Written Grievance  
11 Appeal Form:

12 1. The employee alone or with his/her Association representative  
13 shall cite the rule, regulation or contract provision that was  
14 alleged to have been violated at the first step of the grievance  
15 procedure.

16 2. The employee alone or with his/her Association Representative  
17 shall in writing provide his/her immediate supervisor designated  
18 to hear grievances an explanation as to when, where, what, who,  
19 and why the employee believes that his/her contractual rights  
20 have allegedly been violated. The Written Grievance Appeal  
21 Form shall contain the date or time that the employee alleges  
22 that his/her contractual rights have been violated.

23 3. The employee alone or with his/her Association representative  
24 shall detail, in writing, the relief the employee is requesting.

25 4. If more space is required than is provided for on the Written  
26 Grievance Appeal Form in order to comply with the provisions  
27 of this section, the employee shall be permitted to submit  
28 written attachments to said form.

29 5. The Written Grievance Appeal Form shall be prepared by the  
30 employee or with his/her Association Representative in a

1 manner that is neat, clear, and discernible.

2 6. If the employee alone or with his/her Association representative  
3 fails to follow Section 4.01 (6) 1, 2, 3, 4, and 5, the employee's  
4 immediate supervisor designated to hear grievances may return  
5 the Written Grievance Appeal Form to the employee for  
6 correction.

7 7. These guidelines are to assist the employee, the Association,  
8 and management in the resolution of grievances at their lowest  
9 level of the grievance procedure. It is understood by the parties  
10 that should a dispute arise as to the intent of this section, the  
11 Association and the Director of the Department of Labor  
12 Relations, or designee will meet to discuss the dispute and  
13 resolve it to the mutual satisfaction of both parties.

14 (7) STEPS IN THE PROCEDURE

15 (a) STEP 1

16 1. The employee with his/her representative shall explain the  
17 grievance verbally to the Fire Chief or designee designated to  
18 respond to employee grievances.

19 2. The individual designated in paragraph 1 shall within 10  
20 working days verbally inform the employee of his/her decision  
21 on the grievance presented.

22 3. If the subject matter of a grievance is not under the authority of  
23 the Fire Chief, the grievance shall be initiated at STEP 3 of this  
24 Procedure.

25 (b) STEP 2

26 1. If the grievance is not settled at the first step, the employee with  
27 his/her Association representative shall prepare the Written  
28 Grievance Appeal Form and shall serve it upon the person  
29 designated to receive grievances for the Director of Public  
30 Works and shall present such form to the supervisor designated

1 in paragraph 1 to initial as confirmation of his/her verbal  
2 response.

3 (a) The employee alone or with his/her Association  
4 representative shall fill out the Written Grievance  
5 Appeal Form pursuant to Section 4.01 (6) 1, 2, 3, 4, 5, 6,  
6 7, of this Agreement.

7 2. The employee alone or with his/her Association representative  
8 after receiving confirmation shall forward the grievance to his/her  
9 appointing authority or the person designated by him/her to  
10 receive grievances within fifteen (15) working days of the verbal  
11 decision.

12 3. The person designated in Step 2, Par. 2, will schedule a hearing  
13 with the person concerned and within fifteen (15) days from date  
14 of service of the Written Grievance Appeal Form, the Hearing  
15 Officer shall inform the aggrieved employee and the President of  
16 the Association in writing of his/her decision.

17 4. The second step of the grievance procedure may be waived by  
18 mutual consent of the President of the Association or designee  
19 and the Director of Labor Relations. If the grievance is not  
20 resolved at Step 2 as provided, the Association shall appeal  
21 such grievance within forty-five (45) days from the date of the  
22 second step grievance disposition to Step

23 (c) STEP 3

24 1. The Director of Labor Relations or designee shall attempt to  
25 resolve all grievances timely appealed to the 3rd Step. The  
26 Director of Labor Relations or his/her designee shall respond in  
27 writing to the Association within 30 working days from the date  
28 of receipt by the Director of Labor Relations of the Step 2 appeal.

29 2. In the event the Director of Labor Relations or designee  
30 and the President of the Association or his/her designee mutually

1 agree to a resolution of the dispute, it shall be reduced to writing  
2 and binding upon all parties and shall serve as a bar to further  
3 appeal.

4 3. The 3rd Step of the grievance procedure shall be limited to the  
5 Director of Labor Relations or designee and the President of the  
6 Association or designee and a representative of the Association  
7 and representatives of the appropriate appointing authority  
8 involved in each dispute. The number of representatives at any  
9 Step 3 hearing may be modified by mutual consent of the parties.

10 (8) No grievance shall be initiated after the expiration of 60 calendar days from the  
11 date of the grievable event and a grievance shall be considered settled after one  
12 year from initiation unless it is pending disposition of an arbitrator.

13 (9) Representation at hearings on group grievances shall be limited to 3 employees  
14 from among the group.

15 (10) At each successive step of the grievance procedure, the subject matter treated  
16 and the grievance disposition shall be limited to those issues arising out of the  
17 original grievance as filed.

18 (11) In those cases the grievance shall not be resolved in a manner inconsistent with  
19 the existing collective bargaining agreement.

20 (12) A copy of all grievance dispositions shall be promptly forwarded to the  
21 President of the Association.

22 (13) The Association shall, in writing, notify the Director of Labor Relations or  
23 designee within forty-eight (48) hours prior to the arbitration hearing of the  
24 names of employees the Association wishes to have released for the arbitration  
25 hearing. The release of said employees shall be subject to the review by the  
26 Director of Labor Relations or designee. The release of employees shall not be  
27 unreasonably denied.

28  
29 4.02 ARBITRATION PROCEDURE

30 (1) To assist in the resolution of disputes arising under the terms of the Agreement

1 and in order to resolve such disputes, the parties agree to petition the  
2 Wisconsin Employment Relations Commission to appoint an Arbitrator from  
3 their staff to resolve all disputes arising between the parties.

4 (2) The filing of such a grievance shall not stay the effectiveness of any rule,  
5 directive or order which gave rise to such grievance and any such rule,  
6 directive or order shall remain in full force and effect, unless rescinded or  
7 modified as a result of the Arbitrator's award.

8 (3) Arbitration may be initiated by the Union serving upon the county a notice, in  
9 writing, of its intent to proceed to arbitration. The notice shall identify the  
10 specific contract provision upon which it relies, the grievance, the department,  
11 and the employees involved.

12 (4) For purposes of brevity, the term "arbitrator" shall refer either to a single  
13 arbitrator or a panel of arbitrators, as the case may be.

14 (5) The following subjects shall not be submitted to arbitration:

15 (a) The statutory or charter obligations which, by law, are delegated to  
16 the Milwaukee County Board of Supervisors.

17 (b) Disputes or differences regarding the classification of positions,  
18 promotion of employees, and elimination of positions.

19 (6) No issue shall be subject to arbitration unless the issue results from an action  
20 or occurrence which takes place following the execution of this Agreement.

21 (7) The arbitrator selected shall hold a hearing at a time and place convenient to  
22 the parties within thirty (30) working days of the notification of selection,  
23 unless otherwise mutually agreed upon by the parties, and witnesses may be  
24 called. The arbitrator shall determine whether or not the dispute is arbitrable  
25 under the express terms of this Agreement. Once it is determined that a  
26 dispute is arbitrable, the arbitrator shall proceed in accordance with this section  
27 to determine the merits of the dispute submitted to arbitration.

28 (8) No award of any arbitrator may be retroactive for a period greater than 130  
29 working days prior to the formal request for arbitration as herein provided, nor  
30 shall it cover or include any period prior to the date of execution of this

1 Agreement.

- 2 (9) The Arbitrator shall neither add to, detract from, nor modify the language of  
3 this Agreement in arriving at a determination of any issue presented that is  
4 proper for arbitration within the limitations expressed herein. The arbitrator  
5 shall have no authority to grant wage increases or wage decreases.
- 6 (10) The arbitrator shall expressly be confined to the precise written issue submitted  
7 for arbitration, and shall not submit declarations of opinion which are not  
8 essential in reaching the determination of the question submitted unless  
9 requested to do so by the parties. It is contemplated by the arbitrator within  
10 sixty (60) working days after the notice of appointment unless the parties to  
11 this Agreement shall extend the period in writing by mutual consent.
- 12 (11) All expenses involved in the arbitration proceeding shall be borne equally by  
13 the parties. Expenses relating to the calling of witnesses or the obtaining of  
14 depositions or any other similar expense associated with proceeding shall be  
15 borne by the party at whose request the witnesses or depositions are required.
- 16 (12) The decision of the arbitrator when filed with the parties shall be binding on  
17 both parties.

18  
19 4.03 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S.63.10, STATS.

20 In cases where an employee is suspended for a period of 10 days or less by his  
21 department head, pursuant to the provisions of Section 63.10, Wis. Stats., the Association  
22 shall have the right to refer such disciplinary suspension to the Arbitrator who shall proceed in  
23 accordance with the provisions of Section 4.02, Par. (2). Such reference shall in all cases be  
24 made within 10 working days from the effective date of such suspension. The decision of the  
25 Arbitrator shall be served upon the Department of Labor Relations and the Association. In  
26 such proceedings the provisions of Section 4.02, Par. (2) shall apply.

PART 5

1  
2  
3 5.01 ENTIRE AGREEMENT

4         The foregoing constitutes the entire Agreement between the parties by which the  
5 parties intended to be bound and no verbal statement shall supersede any of its provisions.  
6 All existing ordinances and resolutions of the Milwaukee County Board of Supervisors  
7 affecting wages, hours and conditions of employment not inconsistent with this Agreement  
8 are incorporated herein by reference as though fully set forth. To the extent that the  
9 provisions of this Agreement are in conflict with existing ordinances or resolutions, such  
10 ordinances and resolutions shall be modified to reflect the agreements herein contained.  
11

12 5.02 SUCCESSORS AND ASSIGNS

13         In the event any institution, department or other County function is taken over by any  
14 other governmental agency, the County will make every effort to persuade the successor  
15 agency to hire affected employees and to adopt and maintain in force the present wages, hours  
16 and conditions of employment to which the affected employees are entitled under the existing  
17 bargaining agreement.  
18

19 5.03 SAVING CLAUSE

20         If any article or part of this Agreement is held to be invalid by operation of law or by  
21 any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or  
22 part should be restrained by such tribunal, the remainder of the Agreement shall not be  
23 affected thereby and the parties shall enter into immediate negotiations for the purpose of  
24 arriving at a mutually satisfactory replacement for such article or part.  
25

26 5.04 COLLATERAL AGREEMENTS

27         This provision provides a method regarding the manner and extent of Association  
28 participation in resolving problems which do not come under the provisions of the Agreement  
29 or the grievance procedure.

30         Agreements of this type will be entered into only by the President of the Local. Since

1 the County has no awareness of the internal mechanisms for the authorization within the  
2 constituent Local, the signature of the President, when applicable, on any document reflecting  
3 an Agreement with the County shall be binding, it being assumed that such Association  
4 officer has either received authorization from his Local to execute the document or has  
5 determined in his judgment that the matters under consideration are not of such grave  
6 consequence as to require membership ratification. The same presumption shall apply to the  
7 signature of the County official with whom the understanding has been negotiated.

8 Management and the Association will keep each other apprised of the names of  
9 officials and administrators who may be involved in the procedure outlined.

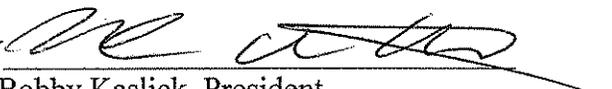
10 All present collateral agreements shall remain in effect for the life of this Agreement  
11 except as otherwise provided in said agreements. All collateral agreements shall be executed  
12 by the appropriate County official and authorized and signed by the Director of Labor  
13 Relations.

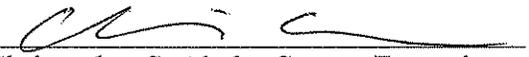
Dated at Milwaukee, Wisconsin this 21<sup>st</sup> day of February, 2014.

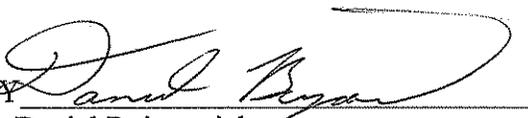
(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

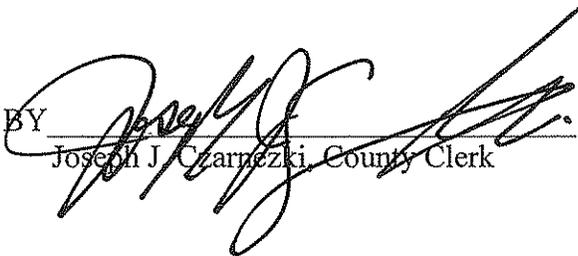
MILWAUKEE COUNTY FIRE FIGHTERS  
ASSOCIATION, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 1072

COUNTY OF MILWAUKEE  
a municipal body corporate

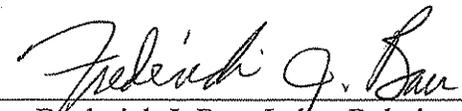
BY   
Bobby Kaslick, President

BY   
Christopher S. Abele, County Executive

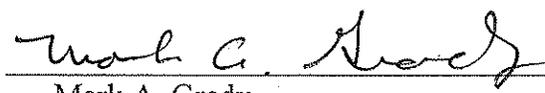
BY   
Daniel Bujanovich  
Steward

BY   
Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:

  
Frederick J. Bau, Labor Relations

APPROVED FOR EXECUTION

  
Mark A. Grady  
Deputy Corporation Counsel

Appendix 1  
 Firefighters 2012 - 2014 Wage Rates  
 (for informational purposes only)

EFFECTIVE January 01, 2012			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	14.0882	1,582.10	41,134.60
2	16.8249	1,889.44	49,125.44
3	17.7821	1,996.93	51,920.18
4	18.4805	2,075.36	53,959.36
5	18.9870	2,132.24	55,438.24
6	19.3701	2,175.26	56,556.76
7	19.7529	2,218.25	57,674.50
8	21.2620	2,387.72	62,080.72

EFFECTIVE October 28, 2012			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	14.5108	1,629.56	42,368.56
2	17.3296	1,946.11	50,598.86
3	18.3156	2,056.84	53,477.84
4	19.0349	2,137.62	55,578.12
5	19.5566	2,196.21	57,101.46
6	19.9512	2,240.52	58,253.52
7	20.3455	2,284.80	59,404.80
8	21.8999	2,459.36	63,943.36

EFFECTIVE May 12, 2013			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	14.7285	1,654.01	43,004.26
2	17.5896	1,975.31	51,358.06
3	18.5903	2,087.69	54,279.94
4	19.3204	2,169.68	56,411.68
5	19.8500	2,229.16	57,958.16
6	20.2505	2,274.13	59,127.38
7	20.6507	2,319.07	60,295.82
8	22.2284	2,496.25	64,902.50

EFFECTIVE October 27, 2013			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	14.9494	1,678.82	43,649.32
2	17.8534	2,004.94	52,128.44
3	18.8692	2,119.01	55,094.26
4	19.6102	2,202.23	57,257.98
5	20.1477	2,262.59	58,827.34
6	20.5542	2,308.24	60,014.24
7	20.9604	2,353.85	61,200.10
8	22.5618	2,533.69	65,875.94

EFFECTIVE May 11, 2014			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	15.1363	1,699.81	44,195.06
2	18.0766	2,030.00	52,780.00
3	19.1050	2,145.49	55,782.74
4	19.8554	2,229.76	57,973.76
5	20.3996	2,290.88	59,562.88
6	20.8112	2,337.10	60,764.60
7	21.2224	2,383.28	61,965.28
8	22.8438	2,565.36	66,699.36

EFFECTIVE October 26, 2014			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	15.3255	1,721.05	44,747.30
2	18.3026	2,055.38	53,439.88
3	19.3438	2,172.31	56,480.06
4	20.1036	2,257.63	58,698.38
5	20.6545	2,319.50	60,307.00
6	21.0713	2,366.31	61,524.06
7	21.4877	2,413.07	62,739.82
8	23.1294	2,597.43	67,533.18