

**EXECUTED**

**2009-2011  
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, 2009, unless  
8 herein provided. Unless otherwise modified or extended by mutual agreement of the  
9 parties, the agreement shall expire on December 31, 2011.

10 (2)    The initial bargaining proposals of the County and the Association for a successor  
11 Agreement shall be exchanged prior to October 15, 2011, or at a time mutually  
12 agreeable to the parties.

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

15  
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  
31 departments and divisions.

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

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

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

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

21  
22 1.05 AFFIRMATIVE ACTION STATEMENT

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

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 8 of 2009 (March 22, 2009), the wages of bargaining unit employees shall be increased by two percent (2.00%).
- (2) Effective pay period 21 of 2009 (September 20, 2009), the wages of bargaining unit employees shall be increased by two percent (2.00%).
- (3) Effective pay period 8 of 2010 (March 21, 2010), the wages of bargaining unit employees shall be increased by two percent (2.00%).
- (4) Effective pay period 21 of 2010 (September 19, 2010), the wages of bargaining unit employees shall be increased by two percent (2.00%).
- (5) Effective pay period 8 of 2011 (March 20, 2011), the wages of bargaining unit employees shall be increased by two percent (2.00%).
- (6) Effective pay period 21 of 2011 (September 18, 2011), the wages of bargaining unit employees shall be increased by two percent (2.00%).
- (7) Effective January 18, 2012, the number of steps in Pay Range 17B and Pay Range 18B shall be reduced from ten to eight. The Step 4 and Step 9 rates for Pay Ranges 17B and 18B shall be deleted. In both Pay Range 17B and 18B, Step 5 shall become Step 4, Step 6 shall become Step 5, Step 7 shall become Step 6, Step 8 shall become Step 7 and Step 10 shall become Step 8.
- (8) 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.
- (9) If the County moves forward with the elimination of the Captain's position within the bargaining unit, all Captains shall have their wages frozen at their current rate regardless of the classification they are

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

6  
7 2.015 OVERTIME

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

11  
12 2.02 EDUCATIONAL BONUS

13 (1) The County will make the following annual payments for the completion of  
14 course work described in paragraph (4) herein for all fire fighters in the  
15 bargaining unit:

16 \$125.00 per year for 16 credits

17 \$175.00 per year for 28 credits

18 \$225.00 per year for 40 credits

19 \$275.00 per year for 52 credits

20 \$325.00 per year for 64 credits

21 \$500.00 for associate degree or 75 credits

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

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

30 The above stated salary payments shall be over and above the base

1 salary of the positions eligible for these payments.

- 2 (2) No employee will be eligible for these salary payments unless he has a  
3 minimum of 5 years' of current continuous service with Milwaukee County as  
4 a fire fighter.
- 5 (3) These payments shall not be used in the calculation of overtime-premium pay or  
6 in the calculation of pension benefits.
- 7 (4) The courses of study leading to an Associate Degree in Fire Science/Technology  
8 and Bachelors Degree in Fire Administration or Business Administration, from  
9 any educational institution accredited by the North Central Accrediting  
10 Association shall be acceptable.

11

12 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 13 (1) All eligible employees enrolled in the PPO or HMO shall pay a monthly  
14 amount toward the monthly cost of health insurance as described below:
- 15 (a) Effective January of 2009, employees enrolled in the PPO shall pay  
16 seventy-five dollars (\$75.00) per month toward the monthly cost of a single  
17 plan and one hundred fifty dollars (\$150.00) per month toward the monthly  
18 cost of a family plan.
- 19 (b) Effective January of 2009, employees enrolled in the HMO shall pay thirty-  
20 five dollars (\$35.00) per month toward the monthly cost of a single plan and  
21 seventy dollars (\$70.00) per month toward the monthly cost of a family  
22 plan.
- 23 (c) Effective January of 2010, employees enrolled in the PPO shall pay ninety  
24 dollars (\$90.00) per month toward the monthly cost of a single plan and one  
25 hundred eighty dollars (\$180.00) per month toward the monthly cost of a  
26 family plan.
- 27 (d) Effective January of 2010, employees enrolled in the HMO shall pay fifty  
28 dollars (\$50.00) per month toward the monthly cost of a single plan and one  
29 hundred dollars (\$100.00) per month toward the monthly cost of a family  
30 plan.
- 31 (e) Effective January of 2011, employees enrolled in the PPO shall pay one

1 hundred ten dollars (\$110.00) per month toward the monthly cost of a single  
2 plan and two hundred twenty dollars (\$220.00) per month toward the  
3 monthly cost of a family plan.

4 (f) Effective January of 2011, employees enrolled in the HMO shall pay  
5 seventy dollars (\$70.00) per month toward the monthly cost of a single plan  
6 and one hundred forty dollars (\$140.00) per month toward the monthly cost  
7 of a family plan.

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

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

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

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

31 (5) The County shall have the right to require employees to sign an authorization

1 enabling non-County employees to audit medical and dental records. Information  
2 obtained as a result of such audits shall not be released to the County with  
3 employee names unless necessary for billing, collection, or payment of claims.

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

7 (7) Employees hired on and after January 01, 1994 may upon retirement opt to  
8 continue their membership in the County Group Health Benefit Program upon  
9 payment of the full monthly cost.

10 (8) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
11 (\$500.00) per contract (single or family plan) to each eligible employee who elects  
12 to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee  
13 who is hired on and after January 1 and who would be eligible to enroll in health  
14 insurance under the present County guidelines who chooses not to enroll in a  
15 Milwaukee County health plan shall also receive five hundred dollars (\$500.00).  
16 Proof of coverage in a non-Milwaukee County group health insurance plan must be  
17 provided in order to qualify for the five hundred dollars (\$500.00) payment. Such  
18 proof shall consist of a current health enrollment card.

19 (a) The five hundred dollars (\$500.00) shall be paid on an after-tax basis.  
20 When administratively possible, the County may convert the five hundred  
21 dollars (\$500.00) payment to a pre-tax credit, which the employee may use  
22 as a credit towards any employee benefit available within a flexible benefits  
23 plan.

24 (b) The five hundred dollars (\$500.00) payment shall be paid on an annual  
25 basis by payroll check no later than April 1st of any given year to qualified  
26 employees on the County payroll as of January 1st. An employee who loses  
27 his/her non-Milwaukee County group health insurance coverage may elect  
28 to re-join the Milwaukee County Conventional Health Plan. The employee  
29 would not be able to re-join an HMO until the next open enrollment period.  
30 The five hundred dollars (\$500.00) payment must be repaid in full to the  
31 County prior to coverage commencing. Should an employee re-join a

1 health plan he/she would not be eligible to opt out of the plan in a  
2 subsequent calendar year.

- 3 (9) Milwaukee County will provide a Dental Insurance Plan equal to and no less than  
4 is currently available to employees. Bargaining unit employees hired on or after  
5 May 20, 1990 and each eligible employee enrolled in the Milwaukee County  
6 Dental Benefit Plan shall pay \$2.00 per month toward the cost of a single plan, or  
7 \$6.00 per month toward the cost of a family plan. Employees may opt not to enroll  
8 in the Dental Plan.

9  
10 2.04 LIFE INSURANCE

- 11 (1) Eligible employees may elect to participate in the basic group life insurance  
12 program by filing an application within 30 days of hire. Coverage will become  
13 effective the first of the month following completion of six consecutive months  
14 of continuous employment. Applications filed more than 30 days after hire  
15 date are subject to meeting the insurability underwriting standards of the  
16 insurance company.
- 17 (2) Effective Pay Period 1 in 2001 (December 24, 2000) the County shall pay the  
18 full monthly premium per \$1,000 of coverage for eligible employees' basic life  
19 insurance based on the authorized annual salary up to and including the first  
20 \$25,000 thereof. For coverage above the first \$25,000, the monthly premium  
21 shall be shared by the County and the employee pursuant to Chapter 62.04 of  
22 the County Ordinances.
- 23 (3) Upon attainment of age 65, the County shall pay the full monthly premium and  
24 the life insurance coverage for each employee and retiree shall be reduced as  
25 follows:

AGE	PERCENTAGE
65	8%
66	16%
67	24%
68	32%

1	69	40%
2	70 and thereafter	75%

- 3 (4) Employees selecting deferred retirement shall not be eligible to participate in
- 4 life insurance program.
- 5 (5) Employees will be eligible to apply for additional coverage in the Optional
- 6 Life Insurance Program provided in Section 62.08 of the General Ordinances
- 7 of Milwaukee County, pursuant to the annual open enrollment period. The
- 8 entire cost of this additional insurance shall be borne by the employee.
- 9 (6) Required premium payments shall be made by way of payroll deduction except
- 10 for periods of unpaid leave. During such periods, in order to maintain
- 11 coverage pending return to paid status, the employee shall make the full
- 12 monthly premium payments (basic and optional plans) in the manner
- 13 prescribed by the County, except as provided in (7) below.
- 14 (7) In the event an employee who has exhausted accumulated sick leave is placed
- 15 on leave of absence without pay status on account of illness, the County shall
- 16 pay the full monthly premium for the entire basic life insurance coverage
- 17 pursuant to paragraph (2) above during such leave for a period not to exceed
- 18 one year. The one-year period of limitation shall begin to run on the first day
- 19 of the month following that during which the leave of absence begins. An
- 20 employee must return to work for a period of sixty (60) calendar days with no
- 21 absences for illness in order for a new one-year limitation period to commence.
- 22 (8) The County reserves the unilateral right to select and/or change Life Insurance
- 23 Companies.

24

25 2.05 CALL IN PAY

- 26 (1) An employee called in to work outside of the employee's regularly scheduled
- 27 shift shall be credited with a minimum of 4 hours at time and one-half or the
- 28 number of hours worked, whichever is greater.

1 (2) "Call in" shall not apply to hours worked outside of an employee's regularly  
2 scheduled shift where the regular shift starting time is modified to meet  
3 emergency situations.  
4

5 2.06 UNIFORM ALLOWANCE

6 (1) Employees shall be furnished a full uniform at time of hire or as soon  
7 thereafter as practicable. The Uniform so furnished shall be in accordance  
8 with the regulations of the department setting forth prescribed minimum  
9 equipment for each employee. Any employee whose employment is  
10 terminated within 2 years from the date of hire shall return all uniform items  
11 furnished by the County to the department within 7 days of termination.

12 (2) Effective December 23, 2001, the annual allowance for all employees required  
13 to wear uniforms shall be \$600.00. Such amount shall be paid in accordance  
14 with existing practices.

15 (3) Employees shall be furnished all protective clothing required by the chief. The  
16 cost of replacement of said items as directed by the chief shall be borne by the  
17 County.

18 (4) Employees shall not be required to wear dress blue uniforms to and from work.  
19

20 2.07 OFF DAYS

21 (1) Effective December 23, 2001, employees shall be granted 12 paid off days per  
22 year in lieu of holidays and personal days. Such days shall be selected by the  
23 employees on the basis of departmental seniority.

24 (2) Employees shall be granted such off days during their first calendar year of  
25 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

1	From July 28 through September 17	5
2	From September 18 through November 8	3
3	From November 9 through December 31	1

4

5 2.08 VACATION

6 (1) Effective January 1, 2002, employees shall receive annual leave with pay to  
 7 serve as vacation in accordance with the following schedule based upon years  
 8 of continuous service, as defined in S. 17.17, C.G.O.:

9	After 1 year	5 days
10	After 5 years	7 days
11	After 10 years	10 days
12	After 15 years	12 days
13	After 20 years	15 days

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

- 15 (2) Departmental seniority shall be used for the purpose of making vacation  
 16 selections.
- 17 (3) Employees with the same hiring date in the department shall be placed on the  
 18 seniority list according to their relative rank on the eligible list.

19

20 2.09 INJURY OR ILLNESS IN LINE OF DUTY

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

26

27 2.10 SICK LEAVE

28 (1) Effective April 6, 1986 the sick leave accrual rate shall be increased to 7.4  
 29 hours per pay period and the employee's sick leave bank shall be increased by  
 30 .4231%.

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

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

14 Excused time charged against sick leave for these purposes shall be limited to  
15 3 hours per incident including travel between the employee's work site and the place  
16 of his appointment.

17  
18 2.11 LAYOFFS AND RECALL

19 (1) Layoffs shall be made within classification on a countywide basis in the  
20 inverse order of total County seniority. Employees on emergency or  
21 temporary appointment in the affected classification shall be laid off prior to  
22 the layoff of employees on regular appointment.

23 (2) The Department of Human Resources will make every reasonable effort to  
24 place laid off employees in comparable positions where vacancies exist.

25 (3) Employees on layoff shall be recalled to vacancies in their classification in the  
26 inverse order of layoff.

27  
28 2.12 LONGEVITY

29 (1) (a) Employees with 6 years of current continuous service with Milwaukee  
30 County shall receive \$150 in the pay period following their  
31 anniversary date.

- 1 (b) Employees with 10 years of current continuous service with  
2 Milwaukee County shall receive \$245 in the pay period following their  
3 anniversary date.
- 4 (c) Employees with 15 years of current continuous service with  
5 Milwaukee County shall receive \$305 in the pay period following their  
6 anniversary date.
- 7 (d) Employees with 20 years of current continuous service with  
8 Milwaukee County shall receive \$365 in the pay period following  
9 their anniversary date.
- 10

11 2.14 TEMPORARY ASSIGNMENT

12 When assigned to perform duties of a higher classification, employees will be  
13 paid for all hours as though promoted to such classification, except Fire Fighter and  
14 Equipment Operator, when assigned as Fire Captain, shall be compensated at the top step of  
15 Pay Range 18B.

16

17 2.15 RETIREMENT BENEFITS

- 18 (1) For members whose continuous membership began on or after January 1,  
19 1982, the provisions of Chapter 2.01.24, County General Ordinances,  
20 Employee's Retirement System shall be modified as follows:
- 21 (a) Final Average Salary means the average annual earnable compensation  
22 for the five (5) consecutive years of service during which the member's  
23 earnable compensation was the highest, or, if he/she should have less  
24 than five years of service, then the average annual earnable  
25 compensation during such period of service.
- 26 (b) A member who meets the requirements for a normal pension shall  
27 receive an amount equal to 1.5% of his final average salary multiplied  
28 by the number of years of service.
- 29 (c) All pension service credit earned on or after January 1, 2001 shall be  
30 credited in an amount equal to 2% of the member's final average  
31 salary. For each year of service credit earned after January 1, 2001,

1                   eight (8) years of service credit earned prior to January 1, 2001 shall be  
2                   credited at 2% of the member's final average salary. Said credit shall  
3                   be awarded on a daily basis.

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

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

10                  (a) Final Average Salary means the average annual earnable compensation  
11                  for the three (3) consecutive years of service during which the  
12                  member's earnable compensation was highest, or, if he/she should have  
13                  less than three (3) years of service, then his/her average earnable  
14                  compensation during such period of time.

15                  (b) A member who meets the requirements for a normal pension shall  
16                  receive an amount equal to 2% of the final average salary multiplied by  
17                  the number of years of service.

18                  (c) Any member whose last period of continuous membership began on or  
19                  after January 1, 1971, but prior to January 1, 1982 shall not be eligible  
20                  for a deferred vested pension if his employment is terminated prior to  
21                  his completion of six (6) years of service.

22                  (3) For employees hired on or after January 1, 1985, the provisions of chapter  
23                  2.01.24, County General Ordinances, Employee's Retirement System shall be  
24                  modified as follows:

25                  (a) Final Average Salary shall be based solely on total straight time hours  
26                  paid for the five (5) consecutive years of service during which the  
27                  member's earnable compensation was the highest, or, if he/she should  
28                  have less than five (5) years of service, then his/her average straight  
29                  time hours paid during such period of service.

30                  (4) Employees hired on or after January 1, 1999 shall have all service earned after  
31                  January 1, 2001 credited at 2% and for each year of service after January 1

1 2001, shall have eight (8) years of service earned prior to January 1, 2001  
2 credited at 2%. Upon retirement an employee may elect to receive payment in  
3 a lump sum of all vacation to which he is entitled.

4 (5) An employee-member retiring shall be eligible for a normal pension if his/her  
5 employment is terminated on or after he/she attained age 55 and has completed  
6 30 years of service; or if his/her employment is terminated on or after he/she  
7 has attained age 60 and has completed 5 years of service.

8 (6) In the event of the death of an employee-member in active service prior to age  
9 60 and after completing at least 10 years of service, his surviving dependent  
10 spouse or child shall receive a survivor pension. This provision shall apply to  
11 all employee-members hired on or after the effective date of this Agreement.

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

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

30 Employees on accidental disability retirement once having been placed  
31 into a new classification who desire employment in a different classification

1 may be placed in such classification for which they are reasonably suited for  
2 by means of education, training or experience as determined by the Director of  
3 Human Resources in accordance with Civil Service Rule IV, Section 2.

4 (8) Veteran Service Credit – Employees retiring on and after the effective date of  
5 this Agreement shall be entitled to pension service credit for military service  
6 under Section 201.24 II(1) of the Employees’ Retirement system  
7 notwithstanding the effective date indicated in the amendment.

8 (9) Employees on the payroll as of December 1, 1996 who retire on or after  
9 December 1, 1996 shall be eligible for normal retirement benefits when the  
10 total of their age and service total 75. This provision shall not apply to  
11 deferred retirement.

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

18	Bujanovich, Jr., Daniel N.	Hareng, Daniel W.
19	Lutzen, Laura D.	Wisniewski, Scott A.
20	Plumb, David S.	Citro, Michael L.
21	Calhoun, Alan J.	Banda, George F.
22	Erdmann, Kevin S.	Wilson, Jr., Frank A.
23	Birmingham, Jeffery L.	Rabenberg, Frank A.
24	Benson, Roger T.	Salbashian, Victor S.

25 (11) Retention Incentive Bonus – The following employees shall have all past and  
26 future pension service credited at 2% and upon retirement shall be eligible for  
27 a bonus of 7.5% added to the Final Average Salary for each year of service  
28 credit earned after January 1, 2001. Said bonus shall be credited on a daily  
29  
30

1 basis and the maximum bonus which can be added shall not exceed 25%.

2	Banda, George	Heindl, Robert
3	Birmingham, Jeffery	Lopez, Raymond
4	Bujanovich, Daniel	Plumb, David
5	Calhoun, Alan	Rabenberg, Frank
6	Erdmann, Kevin	Salbashian, Victor
7	Greenhill, Larry	Wilson, Jr., Frank
8	Hareng, Daniel	Wisniewski, Scott

9 (12) Sick Allowance Balance Upon Retirement

10 (a) Employees who became members of the Employees Retirement System  
11 prior to January 1, 1994 shall receive full payment for all accrued sick  
12 allowance hours earned before June 19, 2007 at the time the employee  
13 retires. Twenty-five percent (25%) of any remaining accrued sick  
14 allowance hours earned on and after June 19, 2007 shall be paid out at  
15 the employee's final hourly rate of pay. For calculation purposes, sick  
16 leave earned before June 19, 2007 shall be used after sick leave earned  
17 on and after June 19, 2007 for all hours of sick leave used prior to  
18 retirement. Such payment shall be made in a lump sum, and shall not  
19 be included in the calculation of the employee's final average salary for  
20 pension calculation purposes. Nor shall pension service credit be  
21 granted in connection with the lump sum payment. The payment shall  
22 have no effect on the employee's retirement date. If permissible under  
23 IRS provisions, such payment shall be placed in a "back drop account"  
24 in the Employees Retirement System. The provisions of this section  
25 shall not apply to a member of the System who is eligible for a deferred  
26 retirement benefit under section 4.5 of 201.24 of the Employees'  
27 Retirement System.

28 (b) Members of the Employees' Retirement System whose membership  
29 began on or after January 1, 1994 shall have the full value of their  
30 accrued sick allowance at the time of retirement (total hours accrued

1 multiplied by the hourly rate at the time of retirement) credited toward  
2 the cost of health insurance after retirement. When the amount credited  
3 is exhausted, the member or eligible beneficiary may opt to continue  
4 their participation in the County Group Health Benefit Program upon  
5 payment of the full monthly cost. The provisions of this section shall  
6 not apply to a member who is eligible for a deferred retirement benefit  
7 under section 4.5 of 201.24 of the Employees' Retirement System.

8 (13) Back Drop Pension Benefit – The provisions of this section shall apply to any  
9 employee whose application to retire is filed and effective after January 1,  
10 2001 and to any employee whose last period of continuous membership in the  
11 Employees' Retirement System began before June 19, 2007; but shall not  
12 apply to any member of the Employee Retirement System who is eligible for a  
13 deferred pension benefit under 201.24(4.5). Nor shall this provision apply to  
14 any employee whose membership in the Employees' Retirement System  
15 began on or after June 19, 2007. Upon retirement, an eligible employee may  
16 opt for a "back drop" pension benefit as follows:

17 (a) An employee may request a monthly pension benefit based on accrued  
18 pension service credit and final average salary calculation as of a  
19 specific date in the past which shall be referred to as the "back drop  
20 date". The "back drop date" may not be prior to the earliest date that  
21 the employee was eligible to retire; and shall not be less than one year  
22 prior to the date that the employee leaves active County employment.  
23 The monthly pension benefit the employee was eligible to receive as of  
24 the "back drop date" shall be referred to as the "monthly drop benefit".

25 (b) The total amount of the "monthly drop benefit" payments the employee  
26 would have received (plus the annual 2% pension increase) between the  
27 "back drop date" and the date that the employee is removed from the  
28 County payroll due to actual retirement (after exhausting all allowable  
29 accrued time balances as documented by an ETCR form, excluding sick  
30 allowance payments), plus interest earnings compounded on a monthly  
31 basis equal to the pension fund rate of return used by the ERS actuary

1 for computing the County's annual contribution to the system shall be  
2 referred to as the "total drop benefit".

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

4 1. The "total drop benefit" shall be paid to the employee with  
5 appropriate deductions for state and federal taxes; or if  
6 permitted by IRS regulations, the employee may "roll over" the  
7 "total drop benefit" into an IRA; and

8 2. The member shall begin to receive monthly payments of the  
9 "monthly drop benefit" (plus the annual 2% pension increase).

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

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

17  
18 2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

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

21  
22 2.17 DUES DEDUCTION

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

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

1 2.18 FAIR LABOR STANDARDS ACT

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

4 (A) A 15-day work period.

5 (B) Changing from a 17.1 hour day to a 24 hour day.

6 (C) Regular pay checks based on 112.3 hour per pay period.

7  
8 2.40 CHANGES IN CLASSIFICATION

9 (1) When, in the judgment of the Association or the County, a position or group of  
10 positions in the bargaining unit is improperly classified because of changes in  
11 the duties or responsibilities, the Association or County shall submit its  
12 recommendations for reclassification in writing to the Director of the  
13 Department of Human Resources. All requests shall include an updated  
14 position description, detailed information regarding the duties assigned to the  
15 position, a summary of the change in duties and other pertinent information in  
16 a format designated by the Director of Human Resources. The Director of  
17 Human Resources shall review the duties assigned to the position as well as  
18 any other information provided and submit recommendation to the  
19 Association.

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

23 (3) In the event the Association does not concur with the recommendation of the  
24 Director of Human Resources, both parties may request or provide such  
25 additional information as may clarify the appropriate classification for the  
26 position. After reviewing the additional information, if both parties concur that  
27 a reclassification is appropriate, the recommendation of the Director of Human  
28 Resources shall be included in a report distributed to all County Board  
29 Supervisors.

30 (4) In the event the Association and the Director of Human Resources cannot

1 agree on the appropriate classification for an existing position, either party may  
2 appeal to the Personnel Committee within 30 day of receiving notice of the  
3 Director of Human Resources final recommendation. Both parties shall submit  
4 a written summary of the rationale for their opinion to the Personnel  
5 Committee as well as any other information deemed appropriate. The decision  
6 of the County Board on the Personnel Committee recommendation, subject to  
7 review by the County Executive, shall be final and if a change in classification  
8 is approved, it shall be implemented the first day of the pay period following  
9 that in which a resolution adopted by the County Board has been approved by  
10 the County Executive.

11 (5) Monthly, while a reclassification is pending, the Director of Human Resources  
12 shall provide a report to the Personnel Committee which lists all position  
13 reclassification which the Director intends to approve, along with a fiscal note  
14 for each. This report shall be distributed to all County Supervisors and placed  
15 on the Personnel Committee agenda for informational purposes. If a County  
16 Supervisor objects to the decision of the Director of Human Resources within  
17 seven working days of receiving this report, the reclassification shall be held in  
18 abeyance until resolved by the County Board upon recommendation of the  
19 Personnel Committee, and subsequent County Executive action. If no County  
20 Supervisors object, the reclassification shall be implemented the first day of  
21 the first pay period following the meeting of the Personnel Committee and in  
22 compliance with collective bargaining agreements. In the event the County  
23 Board takes no action on a reclassification, after receipt of a recommendation  
24 from the Personnel Committee, the reclassification shall be implemented the  
25 first day of the first pay period following action by the County Executive or, in  
26 the event of a veto, final County Board action.

27 (6) The new rate of pay for the position reclassified shall be effective 120 days  
28 from the date of the request for reclassification or upon the effective date of the  
29 reclassification, whichever is less, except in instances where the position is  
30 reclassified to a classification in a lower pay range the provisions of Chapter

1 17 of the County Ordinances shall apply.

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

5  
6 2.41 DEFERRED COMPENSATION

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

10  
11 2.42 EMPLOYEE LIABILITY

12 If the defendant in any action or special proceeding is a public officer or employee and  
13 is proceeded against as an individual because of acts committed while carrying out his/her  
14 duties as an officer or employee and the jury or the court finds that such defendant was acting  
15 within the scope of his/her employment, the judgment as to damages and costs entered against  
16 the officer or employee in excess of any insurance available to the officer or employee shall  
17 be paid by the County of which the defendant is an officer or employee. Regardless of the  
18 results of the litigation, the governmental unit, if it does not provide legal counsel to the  
19 defendant officer or employee, shall pay reasonable attorney's fees and costs of defending the  
20 action, unless it is found by the court or jury that the defendant officer or employee did not act  
21 within the scope of employment. Failure by the officer or employee to give notice to his/her  
22 department head of action or special proceeding commenced against the defendant officer or  
23 employee as soon as reasonably possible is a bar to recovery by the officer or employee from  
24 the County of reasonable attorney's fees and cost of defending the action. The attorney's fee  
25 and expenses shall not be recoverable if the County offers the officer or employee legal  
26 counsel and the offer is refused by the defendant officer or employee.

27  
28 2.43 MILITARY LEAVE

- 29 (1) Employees holding regular civil service status who are required to take periods  
30 of training for the purpose of retaining status as members in organized units of

1 the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard,  
2 and the National Guard, and who are ordered to active duty, may be granted  
3 leave of absence upon submission of evidence of receipt of competent orders.

4 (2) Employees shall have the option to receive full County pay during such leave  
5 or to retain military pay. Employees choosing to be compensated by the  
6 County shall submit their military base pay to the County Treasurer.

7 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.

8 (4) Rule VIII, Section 2(d) of the Rules of the Civil Service Commission shall  
9 apply to employees returning from military leave.

10  
11 2.44 DEPENDENT CARE VOUCHERS

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

16  
17 2.45 DIRECT PAYROLL DEPOSIT

18 Effective as soon as administratively practicable after the effective date of this  
19 agreement, the Milwaukee County Direct Deposit Program shall be utilized by all employees  
20 in the bargaining unit.

21  
22 P A R T 3

23  
24 3.01 DEPARTMENTAL WORK RULES

25 The Association recognizes the prerogative of the County to operate and manage its  
26 affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the  
27 statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules  
28 of its Civil Service Commission. The Association recognizes the exclusive right of the  
29 County to establish reasonable work rules. The County shall meet with the Association for  
30 the purpose of discussing the contemplated creation or modification of such rules prior to

1 implementation, except in emergency situations where no advance notification shall be  
2 required. In such situations, the County shall meet with the Association as soon as practicable  
3 following implementation.

4  
5 3.011 ALCOHOL AND DRUG TESTING

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

10  
11 3.02 BARGAINING TIME

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

18  
19 3.15 FAIR SHARE AGREEMENT

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

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

29 (b) That such deduction shall be made and forwarded to the treasurer of the  
30 certified bargaining representative from the biweekly earnings of new

1 bargaining unit employees from the first pay period earnings.

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

5 (2) There shall be no lockout of Association employees. In the event that during  
6 the continuance of its recognition, Milwaukee County Fire Fighters'  
7 Association, its officers, agents or employees, acting individually or in concert  
8 with one another, engage in or encourage any Union-authorized strike or work  
9 stoppage against the County, including any of its departments and/or agencies,  
10 the deductions and payments of fair share contributions made in accordance  
11 with this agreement shall be terminated forthwith by the County. Thereafter,  
12 for a period of one year, measured from the date of the onset of such strike or  
13 work stoppage, no deductions whatever shall be made from the earnings of any  
14 employee who has not filed a voluntary dues checkoff card, nor shall any  
15 payment whatever be made to the Treasurer of Milwaukee County Fire  
16 Fighters Association on account of such fair share agreement.

17 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other  
18 interference with any phase of the County's operation by Association members,  
19 the County will notify the Association officials in writing of such occurrence.  
20 The Association shall, as promptly as possible, denounce the strike, work  
21 stoppage, slowdown or other interference with any phase of the County's  
22 operation and order its members to return to work. Good faith compliance  
23 with these requirements will stay the effect of par. (2). Failure on the part of  
24 the Union to immediately denounce the strike, work stoppage, slowdown or  
25 other interference with County operations, and/or to order its members back to  
26 work, shall constitute an admission of the Association's part that such strike,  
27 work stoppage, slowdown or other interference with County operations is  
28 authorized.

29 (4) In the event the provisions of this fair share agreement are successfully  
30 challenged by any person affected thereby, and it is determined by an  
31 administrative body or a court of competent jurisdiction that the deductions

1 made pursuant to the provisions hereof are in any manner in conflict with the  
2 rights of the challenging party as those rights are affected by Ch. 63. Wis.  
3 Stats., or other provisions of law applicable to public employment, which  
4 determination results in an order or judgment against Milwaukee County  
5 requiring that it repay to the challenging party and/or to any or all members of  
6 the class represented by such challenging party such sums as have been  
7 deducted from their earnings in accordance with the provisions hereof, the  
8 Association agrees to indemnify the County in full including any and all costs  
9 or interest which may be a art of such order or judgment, for all sums for  
10 which the County has been determined to be liable.

11 In the event of any action brought challenging the provisions of this fair  
12 share agreement, or the right of the Association and the County to enter into  
13 such an agreement, after it is determined by an administrative body or a court  
14 of competent jurisdiction that deductions made pursuant to the provisions  
15 hereof are in any manner in conflict with the rights of the challenging party, all  
16 sums which the County has agreed to deduct from the earnings of the  
17 employees covered by the agreement and transmit to the Treasurer of the  
18 Association of the Milwaukee County Fire Fighters except sums deducted  
19 pursuant to voluntary checkoff cards on file with the employer, shall be placed  
20 in trust with First Bank Midland, Milwaukee Division, pending the ultimate  
21 disposition of such action. In the event the outcome of such action favors the  
22 continuance of the fair share agreement, the monies held in trust, together with  
23 the interest earned thereon shall be paid to the Association upon entry of  
24 judgment in such action.

PART 4

4.01 GRIEVANCE PROCEDURE

- (1) APPLICATION: EXCEPTIONS. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinances and rules which are matters processed under other existing procedures. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement shall constitute a grievance.
- (2) REPRESENTATIVES. An employee may choose to be represented at any step in the procedure by an Association representative of his/her choice. (Not to exceed 2.)
- (3) TIME OF HANDLING. Whenever practical, grievances will be handled during the regularly scheduled working hours of the parties involved.
- (4) TIME LIMITATIONS. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance shall be appealed directly to the next step of the procedure. Failure on the part of the Association to appeal a grievance to the next step of the procedure pursuant to the time limits outlined in the procedure shall cause the grievance to be settled.
- (5) SETTLEMENT OF GRIEVANCES. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- (6) FORMS. There are 2 separate forms used in processing a grievance:
  - (a) Written Grievance Appeal Form;
  - (b) Grievance Disposition Form;

1 Guidelines To Be Followed When Initiating A Written Grievance  
2 Appeal Form:

- 3 1. The employee alone or with his/her Association representative  
4 shall cite the rule, regulation or contract provision that was  
5 alleged to have been violated at the first step of the grievance  
6 procedure.
- 7 2. The employee alone or with his/her Association Representative  
8 shall in writing provide his/her immediate supervisor designated  
9 to hear grievances an explanation as to when, where, what, who,  
10 and why the employee believes that his/her contractual rights  
11 have allegedly been violated. The Written Grievance Appeal  
12 Form shall contain the date or time that the employee alleges  
13 that his/her contractual rights have been violated.
- 14 3. The employee alone or with his/her Association representative  
15 shall detail, in writing, the relief the employee is requesting.
- 16 4. If more space is required than is provided for on the Written  
17 Grievance Appeal Form in order to comply with the provisions  
18 of this section, the employee shall be permitted to submit  
19 written attachments to said form.
- 20 5. The Written Grievance Appeal Form shall be prepared by the  
21 employee or with his/her Association Representative in a  
22 manner that is neat, clear, and discernible.
- 23 6. If the employee alone or with his/her Association representative  
24 fails to follow Section 4.01 (6) 1, 2, 3, 4, and 5, the employee's  
25 immediate supervisor designated to hear grievances may return  
26 the Written Grievance Appeal Form to the employee for  
27 correction.
- 28 7. These guidelines are to assist the employee, the Association,  
29 and management in the resolution of grievances at their lowest  
30 level of the grievance procedure. It is understood by the parties

1 that should a dispute arise as to the intent of this section, the  
2 Association and the Director of the Department of Labor  
3 Relations, or designee will meet to discuss the dispute and  
4 resolve it to the mutual satisfaction of both parties.

5 (7) STEPS IN THE PROCEDURE

6 (a) STEP 1

- 7 1. The employee with his/her representative shall explain the  
8 grievance verbally to the Fire Chief or designee designated to  
9 respond to employee grievances.  
10 2. The individual designated in paragraph 1 shall within 10  
11 working days verbally inform the employee of his/her decision  
12 on the grievance presented.

13 (b) STEP 2

- 14 1. If the grievance is not settled at the first step, the employee with  
15 his/her Association representative shall prepare the Written  
16 Grievance Appeal Form and shall serve it upon the person  
17 designated to receive grievances for the Director of Public  
18 Works and shall present such form to the supervisor designated  
19 in paragraph 1 to initial as confirmation of his/her verbal  
20 response.  
21 (a) The employee alone or with his/her Association  
22 representative shall fill out the Written Grievance  
23 Appeal Form pursuant to Section 4.01 (6) 1, 2, 3, 4, 5, 6,  
24 7, of this Agreement.  
25 2. The employee alone or with his/her Association representative  
26 after receiving confirmation shall forward the grievance to his/her  
27 appointing authority or the person designated by him/her to  
28 receive grievances within fifteen (15) working days of the verbal  
29 decision.  
30 3. The person designated in Step 2, Par. 2, will schedule a hearing  
31 with the person concerned and within fifteen (15) days from date

1 of service of the Written Grievance Appeal Form, the Hearing  
2 Officer shall inform the aggrieved employee and the President of  
3 the Association in writing of his/her decision.

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

10 (c) STEP 3

- 11 1. The Director of Labor Relations or designee shall attempt  
12 to resolve all grievances timely appealed to the 3rd Step. The  
13 Director of Labor Relations or his/her designee shall respond in  
14 writing to the Association within 30 working days from the date  
15 of receipt by the Director of Labor Relations of the Step 2 appeal.
- 16 2. In the event the Director of Labor Relations or designee  
17 and the President of the Association or his/her designee mutually  
18 agree to a resolution of the dispute, it shall be reduced to writing  
19 and binding upon all parties and shall serve as a bar to further  
20 appeal.
- 21 3. The 3rd Step of the grievance procedure shall be limited to the  
22 Director of Labor Relations or designee and the President of the  
23 Association or designee and a representative of the Association  
24 and representatives of the appropriate appointing authority  
25 involved in each dispute. The number of representatives at any  
26 Step 3 hearing may be modified by mutual consent of the  
27 parties.

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

31 (9) Representation at hearings on group grievances shall be limited to 3 employees

1 from among the group.

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

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

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

9 (13) The Association shall, in writing, notify the Director of Labor Relations or  
10 designee within forty-eight (48) hours prior to the arbitration hearing of the  
11 names of employees the Association wishes to have released for the arbitration  
12 hearing. The release of said employees shall be subject to the review by the  
13 Director of Labor Relations or designee. The release of employees shall not be  
14 unreasonably denied.

15  
16 4.02 ARBITRATION PROCEDURE

17 (1) To assist in the resolution of disputes arising under the terms of the Agreement  
18 and in order to resolve such disputes, the parties agree to petition the  
19 Wisconsin Employment Relations Commission to appoint an Arbitrator from  
20 their staff to resolve all disputes arising between the parties.

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

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

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

- 1 (5) The following subjects shall not be submitted to arbitration:
- 2 (a) The statutory or charter obligations which, by law, are delegated to
- 3 the Milwaukee County Board of Supervisors.
- 4 (b) Disputes or differences regarding the classification of positions,
- 5 promotion of employees, and elimination of positions.
- 6 (6) No issue shall be subject to arbitration unless the issue results from an action
- 7 or occurrence which takes place following the execution of this Agreement.
- 8 (7) The arbitrator selected shall hold a hearing at a time and place convenient to
- 9 the parties within thirty (30) working days of the notification of selection,
- 10 unless otherwise mutually agreed upon by the parties, and witnesses may be
- 11 called. The arbitrator shall determine whether or not the dispute is arbitrable
- 12 under the express terms of this Agreement. Once it is determined that a
- 13 dispute is arbitrable, the arbitrator shall proceed in accordance with this section
- 14 to determine the merits of the dispute submitted to arbitration.
- 15 (8) No award of any arbitrator may be retroactive for a period greater than 130
- 16 working days prior to the formal request for arbitration as herein provided, nor
- 17 shall it cover or include any period prior to the date of execution of this
- 18 Agreement.
- 19 (9) The Arbitrator shall neither add to, detract from, nor modify the language of
- 20 this Agreement in arriving at a determination of any issue presented that is
- 21 proper for arbitration within the limitations expressed herein. The arbitrator
- 22 shall have no authority to grant wage increases or wage decreases.
- 23 (10) The arbitrator shall expressly be confined to the precise written
- 24 issue submitted for arbitration, and shall not submit declarations of opinion
- 25 which are not essential in reaching the determination of the question submitted
- 26 unless requested to do so by the parties. It is contemplated by the arbitrator
- 27 within sixty (60) working days after the notice of appointment unless the
- 28 parties to this Agreement shall extend the period in writing by mutual consent.
- 29 (11) All expenses involved in the arbitration proceeding shall be borne equally by
- 30 the parties. Expenses relating to the calling of witnesses or the obtaining of

1 depositions or any other similar expense associated with proceeding shall be  
2 borne by the party at whose request the witnesses or depositions are required.

3 (12) The decision of the arbitrator when filed with the parties shall be binding on  
4 both parties.

5  
6 4.03 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S.63.10, STATS.

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

14  
15 P A R T 5

16  
17 5.01 ENTIRE AGREEMENT

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

25  
26 5.02 SUCCESSORS AND ASSIGNS

27 In the event any institution, department or other County function is taken over by any  
28 other governmental agency, the County will make every effort to persuade the successor  
29 agency to hire affected employees and to adopt and maintain in force the present wages, hours  
30 and conditions of employment to which the affected employees are entitled under the existing

1 bargaining agreement.

2  
3 5.03 SAVING CLAUSE

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

9  
10 5.04 COLLATERAL AGREEMENTS

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

14 Agreements of this type will be entered into only by the President of the Local. Since  
15 the County has no awareness of the internal mechanisms for the authorization within the  
16 constituent Local, the signature of the President, when applicable, on any document reflecting  
17 an Agreement with the County shall be binding, it being assumed that such Association  
18 officer has either received authorization from his Local to execute the document or has  
19 determined in his judgment that the matters under consideration are not of such grave  
20 consequence as to require membership ratification. The same presumption shall apply to the  
21 signature of the County official with whom the understanding has been negotiated.

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

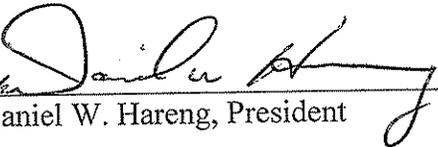
24 All present collateral agreements shall remain in effect for the life of this Agreement  
25 except as otherwise provided in said agreements. All collateral agreements shall be executed  
26 by the appropriate County official and authorized and signed by the Director of Labor  
27 Relations.

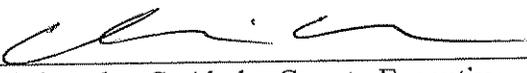
Dated at Milwaukee, Wisconsin this 14<sup>th</sup> day of March, 2012.

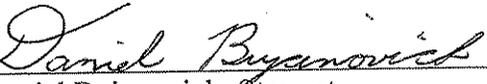
(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

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

COUNTY OF MILWAUKEE  
a municipal body corporate

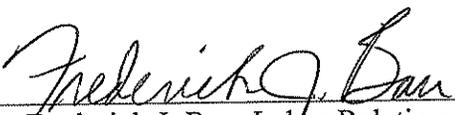
BY   
Daniel W. Hareng, President

BY   
Christopher S. Abele, County Executive

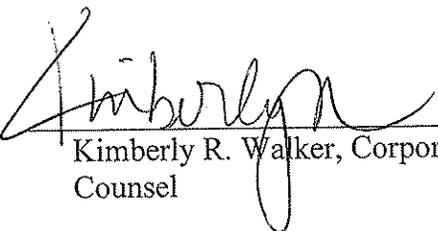
BY   
Daniel Bujanovich, Stewart

BY   
Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:

  
Frederick J. Bau, Labor Relations

APPROVED FOR EXECUTION

 3/15/2012  
Kimberly R. Walker, Corporation  
Counsel

Appendix 1  
 Firefighters 2009 - 2011 Wage Rates  
 (for informational purposes only)  
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EFFECTIVE March 22, 2009			
<b>PAY RANGE 17B</b>			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	12.7602	1,432.97	37,257.22
2	15.2388	1,711.32	44,494.32
3	16.1058	1,808.68	47,025.68
4	16.4220	1,844.19	47,948.94
5	16.7382	1,879.70	48,872.20
6	17.1972	1,931.25	50,212.50
7	17.5440	1,970.19	51,224.94
8	17.8908	2,009.14	52,237.64
9	18.5232	2,080.16	54,084.16
10	19.2576	2,162.63	56,228.38

EFFECTIVE March 22, 2009			
<b>PAY RANGE 18B</b>			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	15.5856	1,750.26	45,506.76
2	15.8814	1,783.48	46,370.48
3	16.7586	1,881.99	48,931.74
4	17.2176	1,933.54	50,272.04
5	17.6970	1,987.37	51,671.62
6	18.1968	2,043.50	53,131.00
7	18.5436	2,082.45	54,143.70
8	18.8904	2,121.39	55,156.14
9	19.5228	2,192.41	57,002.66
10	20.2470	2,273.74	59,117.24

EFFECTIVE September 20, 2009			
<b>PAY RANGE 17B</b>			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	13.0154	1,461.63	38,002.38
2	15.5436	1,745.55	45,384.30
3	16.4279	1,844.85	47,966.10
4	16.7504	1,881.07	48,907.82
5	17.0730	1,917.30	49,849.80
6	17.5411	1,969.87	51,216.62
7	17.8949	2,009.60	52,249.60
8	18.2486	2,049.32	53,282.32
9	18.8937	2,121.76	55,165.76
10	19.6428	2,205.89	57,353.14

EFFECTIVE September 20, 2009			
<b>PAY RANGE 18B</b>			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	15.8973	1,785.27	46,417.02
2	16.1990	1,819.15	47,297.90
3	17.0938	1,919.63	49,910.38
4	17.5620	1,972.21	51,277.46
5	18.0509	2,027.12	52,705.12
6	18.5607	2,084.37	54,193.62
7	18.9145	2,124.10	55,226.60
8	19.2682	2,163.82	56,259.32
9	19.9133	2,236.26	58,142.76
10	20.6519	2,319.21	60,299.46

EFFECTIVE September 20, 2009			
<b>PAY RANGE 17B</b>			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	13.0154	1,461.63	38,002.38
2	15.5436	1,745.55	45,384.30
3	16.4279	1,844.85	47,966.10
4	16.7504	1,881.07	48,907.82
5	17.0730	1,917.30	49,849.80
6	17.5411	1,969.87	51,216.62
7	17.8949	2,009.60	52,249.60
8	18.2486	2,049.32	53,282.32
9	18.8937	2,121.76	55,165.76
10	19.6428	2,205.89	57,353.14

EFFECTIVE September 20, 2009			
<b>PAY RANGE 18B</b>			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	15.8973	1,785.27	46,417.02
2	16.1990	1,819.15	47,297.90
3	17.0938	1,919.63	49,910.38
4	17.5620	1,972.21	51,277.46
5	18.0509	2,027.12	52,705.12
6	18.5607	2,084.37	54,193.62
7	18.9145	2,124.10	55,226.60
8	19.2682	2,163.82	56,259.32
9	19.9133	2,236.26	58,142.76
10	20.6519	2,319.21	60,299.46

Appendix 1  
 Firefighters 2009 - 2011 Wage Rates  
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EFFECTIVE March 21, 2010			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	13.2757	1,490.86	38,762.36
2	15.8545	1,780.46	46,291.96
3	16.7565	1,881.75	48,925.50
4	17.0854	1,918.69	49,885.94
5	17.4145	1,955.65	50,846.90
6	17.8919	2,009.26	52,240.76
7	18.2528	2,049.79	53,294.54
8	18.6136	2,090.31	54,348.06
9	19.2716	2,164.20	56,269.20
10	20.0357	2,250.01	58,500.26

EFFECTIVE March 21, 2010			
PAY RANGE 18B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	16.2152	1,820.97	47,345.22
2	16.5230	1,855.53	48,243.78
3	17.4357	1,958.03	50,908.78
4	17.9132	2,011.65	52,302.90
5	18.4119	2,067.66	53,759.16
6	18.9319	2,126.05	55,277.30
7	19.2928	2,166.58	56,331.08
8	19.6536	2,207.10	57,384.60
9	20.3116	2,280.99	59,305.74
10	21.0649	2,365.59	61,505.34

EFFECTIVE September 19, 2010			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	13.5412	1,520.68	39,537.68
2	16.1716	1,816.07	47,217.82
3	17.0916	1,919.39	49,904.14
4	17.4271	1,957.06	50,883.56
5	17.7628	1,994.76	51,863.76
6	18.2497	2,049.44	53,285.44
7	18.6179	2,090.79	54,360.54
8	18.9859	2,132.12	55,435.12
9	19.6570	2,207.48	57,394.48
10	20.4364	2,295.01	59,670.26

EFFECTIVE September 19, 2010			
PAY RANGE 18B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	16.5395	1,857.39	48,292.14
2	16.8535	1,892.65	49,208.90
3	17.7844	1,997.19	51,926.94
4	18.2715	2,051.89	53,349.14
5	18.7801	2,109.01	54,834.26
6	19.3105	2,168.57	56,382.82
7	19.6787	2,209.92	57,457.92
8	20.0467	2,251.24	58,532.24
9	20.7178	2,326.61	60,491.86
10	21.4862	2,412.90	62,735.40

EFFECTIVE March 20, 2011			
PAY RANGE 17B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	13.8120	1,551.09	40,328.34
2	16.4950	1,852.39	48,162.14
3	17.4334	1,957.77	50,902.02
4	17.7756	1,996.20	51,901.20
5	18.1181	2,034.66	52,901.16
6	18.6147	2,090.43	54,351.18
7	18.9903	2,132.61	55,447.86
8	19.3656	2,174.76	56,543.76
9	20.0501	2,251.63	58,542.38
10	20.8451	2,340.90	60,863.40

EFFECTIVE March 20, 2011			
PAY RANGE 18B			
STEP	HOURLY	BIWEEKLY	ANNUAL
1	16.8703	1,894.53	49,257.78
2	17.1906	1,930.50	50,193.00
3	18.1401	2,037.13	52,965.38
4	18.6369	2,092.92	54,415.92
5	19.1557	2,151.19	55,930.94
6	19.6967	2,211.94	57,510.44
7	20.0723	2,254.12	58,607.12
8	20.4476	2,296.27	59,703.02
9	21.1322	2,373.15	61,701.90
10	21.9159	2,461.16	63,990.16

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EFFECTIVE September 18, 2011			
<b>PAY RANGE 17B</b>			
<b>STEP</b>	<b>HOURLY</b>	<b>BIWEEKLY</b>	<b>ANNUAL</b>
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	18.1311	2,036.12	52,939.12
5	18.4805	2,075.36	53,959.36
6	18.9870	2,132.24	55,438.24
7	19.3701	2,175.26	56,556.76
8	19.7529	2,218.25	57,674.50
9	20.4511	2,296.66	59,713.16
10	21.2620	2,387.72	62,080.72

EFFECTIVE September 18, 2011			
<b>PAY RANGE 18B</b>			
<b>STEP</b>	<b>HOURLY</b>	<b>BIWEEKLY</b>	<b>ANNUAL</b>
1	17.2077	1,932.42	50,242.92
2	17.5344	1,969.11	51,196.86
3	18.5029	2,077.88	54,024.88
4	19.0096	2,134.78	55,504.28
5	19.5388	2,194.21	57,049.46
6	20.0906	2,256.17	58,660.42
7	20.4737	2,299.20	59,779.20
8	20.8566	2,342.20	60,897.20
9	21.5548	2,420.60	62,935.60
10	22.3542	2,510.38	65,269.88

EFFECTIVE January 18, 2012			
<b>PAY RANGE 17B</b>			
<b>STEP</b>	<b>HOURLY</b>	<b>BIWEEKLY</b>	<b>ANNUAL</b>
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 January 18, 2012			
<b>PAY RANGE 18B</b>			
<b>STEP</b>	<b>HOURLY</b>	<b>BIWEEKLY</b>	<b>ANNUAL</b>
1	17.2077	1,932.42	50,242.92
2	17.5344	1,969.11	51,196.86
3	18.5029	2,077.88	54,024.88
4	19.5388	2,194.21	57,049.46
5	20.0906	2,256.17	58,660.42
6	20.4737	2,299.20	59,779.20
7	20.8566	2,342.20	60,897.20
8	22.3542	2,510.38	65,269.88