

**2017-2019
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND THE
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1072**

**MILWAUKEE COUNTY
DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS
COURTHOUSE, ROOM 210
901 NORTH 9TH STREET
MILWAUKEE, WI 53233
414-278-4852**

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2017-2019
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1072

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

5 (2) Probationary Employees: All new employees, including rehired employees, shall be
6 considered as probationary employees and must successfully complete a 1,456 hour on the job
7 probationary period before attaining regular employee status. The probationary period may be
8 extended to 2,912 hours at the discretion of the Chief.

9

10 1.03 DURATION OF AGREEMENT

11 (1) This Agreement is to take effect on January 1, 2017. Unless otherwise modified or
12 extended by mutual agreement of the parties, this Agreement shall expire on December 31, 2019

13 (2) The initial bargaining proposals of the County and the Association for a successor
14 Agreement shall be exchange prior to October 15, 2019, or at a time mutually agreeable to the
15 parties.

16

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

19

20 1.04 MANAGEMENT RIGHTS

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

1 personnel by which such operations are conducted and to take whatever actions are reasonable
2 and necessary to carry out the duties of the various departments and divisions.

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

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

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

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

24

25 1.05 AFFIRMATIVE ACTION STATEMENT

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

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PART 2

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

2.01 SALARY

(1) Effective Pay Period 1, 2017, the wages of bargaining unit employees shall be increased by one and three quarters percent (1.75%) attached as Appendix 1, 2017 Milwaukee County Fire Fighters' Association Wage Scale.

Effective Pay Period 1, 2018, the wages of bargaining unit employees shall be increased by two percent (2.0%) attached as Appendix 2, 2018 Milwaukee County Fire Fighters' Association Wage Scale.

Effective Pay Period 1, 2019, the wages of bargaining unit employees shall be increased by two percent (2.0%) attached as Appendix 3, 2019 Milwaukee County Fire Fighters' Association Wage Scale.

(2) 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.

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

(4) Effective upon the implementation date of the successor agreement to the 2009-2011 Agreement any employee employed during the term of the Agreement who has left employment

1 prior to the execution of the Agreement shall be entitled to any and all back pay calculations for
2 the period of time that the employee was employed by Milwaukee County.

3

4 2.015 OVERTIME

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

7

8 2.02 EDUCATIONAL BONUS

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

- 11 \$125.00 per year for 16 credits
- 12 \$175.00 per year for 28 credits
- 13 \$225.00 per year for 40 credits
- 14 \$275.00 per year for 52 credits
- 15 \$325.00 per year for 64 credits
- 16 \$500.00 per year for 75 credits
- 17 \$500.00 for Associate’s Degree
- 18 \$750.00 for Bachelor’s Degree

19

20 These payments shall be made on an annual basis as soon as possible after December 31 of the
21 current year. No payments will be made to any fire fighter that does not advance to the next
22 Associate education credit level within a two year period. In the event that a fire fighter does not
23 progress towards an Associate’s Degree as described by above credit year designations, for a
24 period of two years, not further payments shall be made after the two year period, Additionally,
25 no payments will be made to fire fighters for any year in which they do not remain in the employ
26 of Milwaukee County for the full calendar year.

27

28 Fire fighters who attain the required educational credits during the calendar year shall be paid a
29 prorated amount from the first pay period after the educational courses are completed and
30 reported to the County by December 31 of that year. The above stated salary payments shall be
31 over and above the base salary of the positions eligible for these payments.

1 (2) No employee will be eligible for these salary payments unless he has a minimum of 1
2 year of current continuous service with Milwaukee County as a fire fighter.

3

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

6

7 (4) The courses of study leading to an Associate Degree in Fire Science/Technology and
8 Bachelor's Degree in Fire Administration or Business Administration, from any educational
9 institution accredited by the North Central Accrediting Association shall be acceptable.

10

11 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

12 (1) Effective the month following the implementation date of the successor agreement to the
13 2015-2016 labor agreement, employees enrolled in the Milwaukee County Health Insurance Plan
14 shall pay a monthly amount toward the monthly cost of health insurance as follows:

15 (a) Freeze employee contribution at the 2016 level for 2017. Effective on the date of
16 execution for this agreement, the employee contribution shall be increased as follows:

17 (b) Employees shall pay one hundred forty dollars (\$140.00) per month toward the cost
18 of an Employee only plan effective on the date of execution for this agreement and
19 one hundred forty-seven dollars (\$147.00) per month effective January 1, 2019.

20 (c) Employees shall pay one hundred sixty-six dollars (\$166.00) per month toward the
21 cost of an Employee + Child/Children plan effective on the date of execution for this
22 agreement and one hundred seventy-four dollars and fifty cents (\$174.50) per month
23 effective January 1, 2019.

24 (d) Employees shall pay two hundred thirty-three dollars and fifty cents (\$233.50) per
25 month toward the cost of an Employee + Spouse plan effective on the date of
26 execution for this agreement and two hundred forty-five dollars (\$245.00) per month
27 effective January 1, 2019.

28 (e) Employees shall pay two hundred sixty dollars (\$260.00) per month toward the cost
29 of an Employee + Family plan effective on the date of execution for this agreement
30 and two hundred seventy-three dollars (\$273.00) per month effective January 1, 2019.

1 (f) Wellness Program: If the employee successfully participates in the voluntary County
2 sponsored wellness program, the employee shall receive a monthly premium
3 reduction equivalent to either thirty percent (30%) of the premium or fifty dollars
4 (\$50.00), whichever is less.

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

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

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

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

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

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

31 (7) Employees hired on and after January 01, 1994 may upon retirement opt to continue their

1 membership in the County Group Health Benefit Program upon payment of the full monthly
2 cost.

3 (8) Each calendar year, the County shall pay a cash incentive of five hundred dollars
4 (\$500.00) per contract (single or family plan) to each eligible employee who elects to dis-enroll
5 or not to enroll in a Milwaukee County Health Plan. Any employee who is hired on and after
6 January 1 and who would be eligible to enroll in health insurance under the present County
7 guidelines who chooses not to enroll in a Milwaukee County health plan shall also receive five
8 hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee County group health
9 insurance plan must be provided in order to qualify for the five hundred dollars (\$500.00)
10 payment. Such proof shall consist of a current health enrollment card.

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

15 b) The five hundred dollars (\$500.00) payment shall be paid on an annual basis by
16 payroll check no later than April 1st of any given year to qualified employees on the
17 County payroll as of January 1st. An employee who loses his/her non-Milwaukee
18 County group health insurance coverage may elect to re-join the Milwaukee County
19 Conventional Health Plan. The employee would not be able to re-join an HMO until
20 the next open enrollment period. The five hundred dollars (\$500.00) payment must
21 be repaid in full to the County prior to coverage commencing. Should an employee
22 re-join a health plan he/she would not be eligible to opt out of the plan in a
23 subsequent calendar year.

24 (9) Milwaukee County will provide a Dental Insurance Plan. Bargaining unit employees
25 hired on or after May 20, 1990 and each eligible employee enrolled in the Milwaukee County
26 Dental Benefit Plan shall a monthly amount toward the monthly cost of dental insurance as
27 described below. Employees may opt not to enroll in the Dental Plan.

28 (a) Employees shall pay fifteen dollars (\$15.00) per month toward the monthly cost of an
29 employee only plan.

30 (b) Employees shall pay thirty five dollars (\$35.00) per month toward the monthly cost of
31 an Employee + Child/Children plan.

1 (c) Employees shall pay thirty five dollars (\$35.00) per month toward the monthly cost of
2 an Employee + Spouse/Partner plan.

3 (d) Employees shall pay thirty five dollars (\$35.00) per month toward the monthly cost of
4 an Employee + Family plan.

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

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

14 (12) Milwaukee County, at its sole discretion, may provide additional voluntary benefits
15 programs in the same manner as it provide to non-represented employees.

16

17 2.04 LIFE INSURANCE

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

23 (2) The County shall pay the full monthly premium per \$1,000 of coverage for eligible
24 employees' basic life insurance based on the authorized annual salary up to and including the first
25 \$25,000 thereof. For coverage above the first \$25,000, the monthly premium shall be shared by
26 the County and the employee pursuant to Chapter 62.04 of the County Ordinances.

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

29 AGE	PERCENTAGE
30 65	8%
31 66	16%

1	67	24%
2	68	32%
3	69	40%
4	70 and thereafter	75%

5 (4) Employees selecting deferred retirement shall not be eligible to participate in life
6 insurance program.

7 (5) Employees will be eligible to apply for additional coverage in the Optional Life Insurance
8 Program provided in Section 62.08 of the General Ordinances of Milwaukee County, pursuant to
9 the annual open enrollment period. The entire cost of this additional insurance shall be borne by
10 the employee.

11 (6) Required premium payments shall be made by way of payroll deduction except for
12 periods of unpaid leave. During such periods, in order to maintain coverage pending return to
13 paid status, the employee shall make the full monthly premium payments (basic and optional
14 plans) in the manner prescribed by the County, except as provided in (7) below.

15 (7) In the event an employee who has exhausted accumulated sick leave is placed on leave of
16 absence without pay status on account of illness, the County shall pay the full monthly premium
17 for the entire basic life insurance coverage pursuant to paragraph (2) above during such leave for
18 a period not to exceed one year. The one-year period of limitation shall begin to run on the first
19 day of the month following that during which the leave of absence begins. An employee must
20 return to work for a period of sixty (60) calendar days with no absences for illness in order for a
21 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 shift shall
27 be credited with a minimum of three (3) hours at time and one-half or the number of hours
28 worked, whichever is greater.

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

31

1 2.06 UNIFORM ALLOWANCE

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

7 (2) The annual allowance for all employees required to wear uniforms shall be \$600.00. Such
8 amount shall be paid in accordance with existing practices.

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

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

12 (5) The Union and the County agree to work out details of a uniform commissary system. In
13 the event the parties reach agreement on the uniform commissary system and satisfactory
14 language to replace the current language in Section 2.06 Uniform Allowance, said system and
15 replacement language shall be implemented effective January 1, 2014. If an agreement is not
16 reached, the current language in Section 2.06 shall remain in effect.

17

18 2.07 OFF DAYS

19 (1) Employees shall be granted 13 paid off days per year in lieu of holidays and personal
20 days. Such days shall be selected by the employees on the basis of departmental seniority.

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

<u>DATE OF HIRE</u>	<u>NUMBER OF DAYS</u>
23 From January 1 through February 21	13
24 From February 22 through April 24	11
25 From April 25 through June 5	9
26 From June 6 through July 27	7
27 From July 28 through September 17	5
28 From September 18 through November 8	3
29 From November 9 through December 31	1

31

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

5 (4) In the event an employee has unused Off Days remaining as a result of the employee’s
6 failure to schedule the Off Days, the employee shall forfeit the remaining Off Days.

7

8 2.08 VACATION

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

11 Hiring through 5 years

12	See (2) below	5 days	(120 hours)
13	After 5 years	7 days	(168 hours)
14	After 10 years	10 days	(240 hours)
15	After 15 years	12 days	(288 hours)
16	After 20 years	15 days	(260 hours)

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

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

25	Date of Hire or Rehire	Number of Vacation Days
26	January 1 to January 31	5
27	February 1 to February 28/29	5
28	March 1 to March 31	4
29	April 1 to April 30	4
30	May 1 to May 31	3
31	June 1 to June 30	3

1	July 1 to July 31	3
2	August 1 to August 31	2
3	September 1 to September 30	2
4	October 1 to October 31	1
5	November 1 to November 30	1
6	December 1 to December 31	0

7 (3) Departmental seniority shall be used for the purpose of making vacation selections.

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

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

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

25

26 2.09 INJURY OR ILLNESS IN LINE OF DUTY

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

31

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 taken for the
4 purpose of enabling employees to receive non-emergency medical attention during duty hours
5 after a good faith effort has been made to schedule such appointments during off duty time. Such
6 leave may be allowed for scheduled appointments for any type of medical or dental care.

7 This modification in the use of sick leave recognizes the current difficulty encountered in
8 attempting to schedule non-emergency medical treatment during an employee's off duty hours.

9 Because of the nature of the treatment or examination for which sick leave is allowed for these
10 purposes, such absences are predictable. In order to be excused from duty for the type of medical
11 treatment or examination contemplated herein, the practitioner treating the employee shall
12 provide the 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 three (3) hours per
15 twenty-four (24) hour shift including travel between the employee's work site and the place of
16 his/her appointment.

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

25
26 2.11 LAYOFFS AND RECALL

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

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

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

3

4 2.12 LONGEVITY

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

7 (b) Employees with 10 years of current continuous service with Milwaukee County shall
8 receive \$245 in the pay period following their anniversary date.

9 (c) Employees with 15 years of current continuous service with Milwaukee County shall
10 receive \$305 in the pay period following their anniversary date.

11 (d) Employees with 20 years of current continuous service with Milwaukee County shall
12 receive \$365 in the pay period following their anniversary date.

13 (2) Effective upon the implementation date of the successor labor agreement to the 2009-
14 2011 labor agreement the longevity benefit will be suspended (not paid) for a twelve (12) month
15 period. This suspension applies only to the cash payment and does not in any way reduce an
16 employee's tenure for determining longevity benefit payments beyond the twelve (12) month
17 suspension.

18

19 2.14 TEMPORARY ASSIGNMENT

20 When assigned to perform duties of a higher classification, employees will be paid in
21 conformance to General Ordinances of Milwaukee County.

22

23 2.15 RETIREMENT BENEFITS

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

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

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

3 (c) All pension service credit earned on or after January 1, 2001 shall be credited in an
4 amount equal to 2% of the member's final average salary. For each year of service credit
5 earned after January 1, 2001, eight (8) years of service credit earned prior to January 1,
6 2001 shall be credited at 2% of the member's final average salary. Said credit shall be
7 awarded on a daily basis.

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

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

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

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

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

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

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

28 (4) Employees hired on or after January 1, 1999 shall have all service earned after January 1,
29 2001 credited at 2% and for each year of service after January 1 2001, shall have eight (8) years
30 of service earned prior to January 1, 2001 credited at 2%. Upon retirement an employee may
31 elect to receive payment in a lump sum of all vacation to which he is entitled.

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

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

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

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

25
26 Employees on accidental disability retirement once having been placed into a new classification
27 who desire employment in a different classification may be placed in such classification for
28 which they are reasonably suited for by means of education, training or experience as determined
29 by the Director of Human Resources in accordance with Civil Service Rule IV, Section 2.

30 (8) Veteran Service Credit – Employees retiring on and after the effective date of this
31 Agreement shall be entitled to pension service credit for military service under Section 201.24

1 II(1) of the Employees' Retirement system notwithstanding the effective date indicated in the
2 amendment.

3 (9) Employees on the payroll as of December 1, 1996 who retire on or after December 1,
4 1996 shall be eligible for normal retirement benefits when the total of their age and service total
5 75. This provision shall not apply to deferred retirement.

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

- | | |
|----------------------------|----------------------|
| Bujanovich, Jr., Daniel N. | Hareng, Daniel W. |
| Calhoun, Alan J. | Wisniewski, Scott A. |
| Erdmann, Kevin S. | Rabenberg, Frank A. |
| Birmingham, Jeffery | |

15 (11) Retention Incentive Bonus – The following employees shall have all past and future
16 pension service credited at 2% and upon retirement shall be eligible for a bonus of 7.5% added to
17 the Final Average Salary for each year of service credit earned after January 1, 2001. Said bonus
18 shall be credited on a daily basis and the maximum bonus which can be added shall not exceed
19 25%.

- | | |
|---------------------|-------------------|
| Birmingham, Jeffery | Hareng, Daniel |
| Bujanovich, Daniel | Rabenberg, Frank |
| Calhoun, Alan | Wisniewski, Scott |
| Erdmann, Kevin | |

24 (12) Sick Allowance Balance upon Retirement

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

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

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

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

27 (a) An employee may request a monthly pension benefit based on accrued pension
28 service credit and final average salary calculation as of a specific date in the past
29 which shall be referred to as the “back drop date”. The “back drop date” may not
30 be prior to the earliest date that the employee was eligible to retire; and shall not
31 be less than one year prior to the date that the employee leaves active County

1 employment. The monthly pension benefit the employee was eligible to receive
2 as of the “back drop date” shall be referred to as the “monthly drop benefit”.

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

11 (c) If the employee opts for a “back drop” pension benefit:

- 12 1. The “total drop benefit” shall be paid to the employee with appropriate
13 deductions for state and federal taxes; or if permitted by IRS regulations,
14 the employee may “roll over” the “total drop benefit” into an IRA; and
- 15 2. The member shall begin to receive monthly payments of the “monthly
16 drop benefit” (plus the annual 2% pension increase).

17 (d) The standard pension options shall be available to an employee who opts out for a
18 “back drop benefit”, and the retention incentives incorporated into the pension
19 benefit effective January 1, 2001 shall be included when calculating the “monthly
20 drop benefit”.

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

24 (a) “Annual Earnable Compensation” shall include overtime and other supplemental
25 income listed below:

- | | |
|-----------------------|---------------------------------|
| 26 1. Regular Pay | 9. Retro Supptx (Retro pay paid |
| 27 2. Paid Not Worked | with supplemental checks) |
| 28 3. Worked Not Paid | 10. Longevity Pay |
| 29 4. Vacation | 11. Holiday Pay |
| 30 5. Sick Pay | 12. Excused Pay |
| 31 6. Critical Pay | 13. Special Premium Pay |

- 1 7. Stand By Pay 14. Back to Back Overtime
- 2 8. Personal 15. Overtime Standard
- 3 16. Overtime 1.5

4 (15) Mandatory Employee Contributions.

- 5 (a) Each employee of the Employees’ Retirement System, shall contribute to the
- 6 retirement system a percentage of the “Member’s Compensation” according to
- 7 (b). “Member Compensation” shall include all salaries and wages of the member,
- 8 except for the following: overtime earned and paid; any expiring time paid such
- 9 as overtime and holidays; injury time paid; and any supplemental time paid such
- 10 as vacation or earned retirement.
- 11 (b) Contribution percentage: The percentage shall be as follows: Effective on the
- 12 first day of the first pay period following the implementation date of the successor
- 13 agreement, one-half (1/2) of the Annual Required Contribution (ARC) to the
- 14 Employees’ Retirement System.

15 (16) Earned Retirement

- 16 (a) Effective upon the implementation date of the successor agreement to the 2009-
- 17 2011 labor agreement payment of accrued paid leave hours (vacation,
- 18 compensatory time, and off days) will be made in a lump sum at the time of
- 19 retirement. Such retirement payments shall be calculated at the rate of pay in
- 20 effect for such employee on the last day of work.

22 2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

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

26 2.17 DUES DEDUCTION

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

31

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

4

5 2.18 FAIR LABOR STANDARDS ACT

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

- 7 (a) A 15-day work period.
- 8 (b) Changing from a 17.1 hour day to a 24 hour day.
- 9 (c) Regular pay checks based on 112.3 hour per pay period.

10

11 2.40 CHANGES IN CLASSIFICATION

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

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

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

28 (4) In the event the Association and the Director of Human Resources cannot agree on the
29 appropriate classification for an existing position, either party may appeal to the Personnel
30 Committee within 30 day of receiving notice of the Director of Human Resources final
31 recommendation. Both parties shall submit a written summary of the rationale for their opinion

1 to the Personnel Committee as well as any other information deemed appropriate. The decision
2 of the County Board on the Personnel Committee recommendation, subject to review by the
3 County Executive, shall be final and if a change in classification is approved, it shall be
4 implemented the first day of the pay period following that in which a resolution adopted by the
5 County Board has been approved by the County Executive.

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

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

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

26

27 2.41 DEFERRED COMPENSATION

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

31

1 2.42 EMPLOYEE LIABILITY

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

17

18 2.43 MILITARY LEAVE

19 (1) Employees holding regular civil service status who are required to take periods of training
20 for the purpose of retaining status as members in organized units of the Reserve Corps of the
21 Army, Navy, Air Force, Marine Corps, Coast Guard, and the National Guard, and who are
22 ordered to active duty, may be granted leave of absence upon submission of evidence of receipt
23 of competent orders.

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

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

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

30

31

1 2.44 DEPENDENT CARE VOUCHERS

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

5
6 2.45 DIRECT PAYROLL DEPOSIT

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

9
10 **PART 3**

11
12 3.01 DEPARTMENTAL WORK RULES

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

21
22 3.011 ALCOHOL AND DRUG TESTING

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

27
28 3.02 BARGAINING TIME

29 Employees serving as members of the Association's bargaining committee shall be paid their
30 normal base rate for all hours spent in contract negotiations carried on during their regular
31 workday. Effort shall be made to conduct negotiations during non-working hours to the extent

1 possible, and in no case shall such meetings be unnecessarily protracted. Employees released
2 from duty for negotiations shall be allowed reasonable travel time between their work site and
3 meeting location.

4
5 3.15 FAIR SHARE AGREEMENT

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

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

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

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

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

28 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other interference
29 with any phase of the County's operation by Association members, the County will notify the
30 Association officials in writing of such occurrence. The Association shall, as promptly as
31 possible, denounce the strike, work stoppage, slowdown or other interference with any phase of

1 the County's operation and order its members to return to work. Good faith compliance with
2 these requirements will stay the effect of par. (2). Failure on the part of the Union to
3 immediately denounce the strike, work stoppage, slowdown or other interference with County
4 operations, and/or to order its members back to work, shall constitute an admission of the
5 Association's part that such strike, work stoppage, slowdown or other interference with County
6 operations is authorized.

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

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

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31

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;

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

- 1. The employee alone or with his/her Association representative shall cite the rule, regulation or contract provision that was alleged to have been violated at the first step of the grievance procedure.
- 2. The employee alone or with his/her Association Representative shall in writing provide his/her immediate supervisor designated to hear grievances an explanation as to when,

1 where, what, who, and why the employee believes that his/her contractual rights have
2 allegedly been violated. The Written Grievance Appeal Form shall contain the date or
3 time that the employee alleges that his/her contractual rights have been violated.

- 4 3. The employee alone or with his/her Association representative shall detail, in writing, the
5 relief the employee is requesting.
- 6 4. If more space is required than is provided for on the Written Grievance Appeal Form in
7 order to comply with the provisions of this section, the employee shall be permitted to
8 submit written attachments to said form.
- 9 5. The Written Grievance Appeal Form shall be prepared by the employee or with his/her
10 Association Representative in a manner that is neat, clear, and discernible.
- 11 6. If the employee alone or with his/her Association representative fails to follow Section
12 4.01 (6) 1, 2, 3, 4, and 5, the employee's immediate supervisor designated to hear
13 grievances may return the Written Grievance Appeal From to the employee for
14 correction.
- 15 7. These guidelines are to assist the employee, the Association, and management in the
16 resolution of grievances at their lowest level of the grievance procedure. It is understood
17 by the parties that should a dispute arise as to the intent of this section, the Association
18 and the Director of the Department of Labor Relations, or designee will meet to discuss
19 the dispute and resolve it to the mutual satisfaction of both parties.

20 (7) STEPS IN THE PROCEDURE

21 (a) STEP 1

- 22 1. The employee with his/her representative shall explain the grievance
23 verbally to the Fire Chief or designee designated to respond to employee
24 grievances.
- 25 2. The individual designated in paragraph 1 shall within 10 working days
26 verbally inform the employee of his/her decision on the grievance
27 presented.
- 28 3. If the subject matter of a grievance is not under the authority of the Fire
29 Chief, the grievance shall be initiated at STEP 3 of this Procedure.

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(b) STEP 2

1. If the grievance is not settled at the first step, the employee with his/her Association representative shall prepare the Written Grievance Appeal Form and shall serve it upon the person designated to receive grievances for the Director of Public Works and shall present such form to the supervisor designated in paragraph 1 to initial as confirmation of his/her verbal response.

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

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

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

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

(c) STEP 3

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

1 2. In the event the Director of Labor Relations or designee and the President
2 of the Association or his/her designee mutually agree to a resolution of the
3 dispute, it shall be reduced to writing and binding upon all parties and
4 shall serve as a bar to further appeal.

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

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

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

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

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

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

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

27

28 4.02 ARBITRATION PROCEDURE

29 (1) To assist in the resolution of disputes arising under the terms of the Agreement and in
30 order to resolve such disputes, the parties agree to petition the Wisconsin Employment Relations

1 Commission to appoint an Arbitrator from their staff to resolve all disputes arising between the
2 parties.

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

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

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

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

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

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

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

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

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

27 (9) The Arbitrator shall neither add to, detract from, nor modify the language of this
28 Agreement in arriving at a determination of any issue presented that is proper for arbitration
29 within the limitations expressed herein. The arbitrator shall have no authority to grant wage
30 increases or wage decreases.

1 (10) The arbitrator shall expressly be confined to the precise written issue submitted for
2 arbitration, and shall not submit declarations of opinion which are not essential in reaching the
3 determination of the question submitted unless requested to do so by the parties. It is
4 contemplated by the arbitrator within sixty (60) working days after the notice of appointment
5 unless the parties to this Agreement shall extend the period in writing by mutual consent.

6 (11) All expenses involved in the arbitration proceeding shall be borne equally by the parties.
7 Expenses relating to the calling of witnesses or the obtaining of depositions or any other similar
8 expense associated with proceeding shall be borne by the party at whose request the witnesses or
9 depositions are required.

10 (12) The decision of the arbitrator when filed with the parties shall be binding on both parties.
11

12 4.03 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S.63.10, STATS.

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

21 **PART 5**
22

23 5.01 ENTIRE AGREEMENT

24 The foregoing constitutes the entire Agreement between the parties by which the parties intended
25 to be bound and no verbal statement shall supersede any of its provisions. All existing
26 ordinances and resolutions of the Milwaukee County Board of Supervisors affecting wages,
27 hours and conditions of employment not inconsistent with this Agreement are incorporated
28 herein by reference as though fully set forth. To the extent that the provisions of this Agreement
29 are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be
30 modified to reflect the agreements herein contained.
31

1 5.02 SUCCESSORS AND ASSIGNS

2 The County agrees that it will not transfer, in whole or in part, by sale, lease, merger,
3 consolidation, subcontract or other means, any county function, operation or activity in which
4 members of the Association’s bargaining unit are employed, to another unit of government,
5 corporation, partnership, individual or other entity, unless such entity agrees to hire the affected
6 employees with no break in the continuity of service or seniority of current Milwaukee County
7 Fire Fighters’ IAAF, Local 1072 members, and to adopt and maintain in force no less than the
8 present annual wages.

9

10 5.03 SAVING CLAUSE

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

16

17 5.04 COLLATERAL AGREEMENTS

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

21

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

30

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

3

4 All present collateral agreements shall remain in effect for the life of this Agreement except as
5 otherwise provided in said agreements. All collateral agreements shall be executed by the
6 appropriate County official and authorized and signed by the Director of Employee Relations.

Appendix 1

2017 Milwaukee County Fire Fighters' Association Wage Scale

Pay Grade	Pay Step	Pay Rate
17B	01	\$19.1692
17B	02	\$20.2496
17B	03	\$21.0380
17B	04	\$21.6098
17B	05	\$22.0421
17B	06	\$22.4742
17B	07	\$24.1776

Appendix 2

2018 Milwaukee County Fire Fighters' Association Wage Scale

Pay Grade	Pay Step	Pay Rate
17B	01	\$19.5526
17B	02	\$20.6546
17B	03	\$21.4588
17B	04	\$22.0420
17B	05	\$22.4829
17B	06	\$22.9237
17B	07	\$24.6612

Appendix 3

2019 Milwaukee County Fire Fighters' Association Wage Scale

Pay Grade	Pay Step	Pay Rate
17B	01	\$19.9436
17B	02	\$21.0677
17B	03	\$21.8880
17B	04	\$22.4828
17B	05	\$22.9326
17B	06	\$23.3822
17B	07	\$25.1544

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Milwaukee County Firefighters Association

DocuSigned by:
By: [Signature] Date: 9/18/2018
76319BC86C364FD...
Robert Kaslick
President - IAFF Local 1072
Department of Human Resources

DocuSigned by:
By: [Signature] Date: 9/11/2018
7134E8F0D65644B...
Kerry Mitchell
Chief Human Resources Officer

Approved for execution:

DocuSigned by:
By: [Signature] Date: 9/12/2018
57104007A18A423...
Paul D. Kuglitsch
Corporation Counsel

*Approved as to funds available per
Wisconsin Statutes Section 59.255(2)(e):*

Approved:

DocuSigned by:
By: [Signature] Date: 9/13/2018
F2FF9C00D50848B...
Scott Manske - Comptroller
Comptroller

DocuSigned by:
By: [Signature] Date: 9/14/2018
831C9742336E428...
Chris Abele, County Executive
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

DocuSigned by:
By: [Signature] Date: 9/18/2018
57104007A18A423...
Paul D. Kuglitsch
Corporation Counsel