

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

2015-2016
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 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.

6 1.03 DURATION OF AGREEMENT

7 (1) The provisions of this Agreement shall become effective on January 1, 2015, unless
8 herein provided. Unless otherwise modified or extended by mutual agreement of the
9 parties, the agreement shall expire on December 31, 2016.

10 (2) The parties agree that for the sole purpose of wages, the parties will reopen the wage
11 section of this agreement following the adoption of the 2016 Milwaukee County
12 Budget, and meet to negotiate wage for the period effective January 1, 2016 through
13 December 31, 2016.

15 The initial bargaining proposals of the County and the Association for a successor
16 Agreement shall be exchanged prior to October 15, 2017, or at a time mutually
17 agreeable to the parties.

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

22 1.04 MANAGEMENT RIGHTS

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

1 take other disciplinary action and the right to release employees from duties because of lack of
2 work or lack of funds; the right to maintain efficiency of operations by determining the method,
3 the means and the personnel by which such operations are conducted and to take whatever
4 actions are reasonable and necessary to carry out the duties of the various departments and
5 divisions.

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

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

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

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

25
26 1.05 AFFIRMATIVE ACTION STATEMENT

27 The County and the Association agree to abide by all of the provisions of the Consent
28 Order in Civil Action No. 74-C-374 in the United States District Court for the Eastern District
29 of Wisconsin in Johnnie G. Jones, et al., vs. Milwaukee County, et al. The County and the

1 Association further agree that when provisions of the Agreement are in conflict with the
2 Consent Order, the provisions of the Consent Order shall be controlling.

3
4
5 PART 2

6
7 The provisions of this Part 2 shall become effective in accordance with Part 1 unless otherwise
8 provided.

9
10 2.01 SALARY

- 11 (1) There will be five hundred dollars (\$500.00) added to the base of each step pay
12 period 1, 2015.
- 13 (2) Those employees who are licensed as an Emergency Medical Technician shall
14 receive a premium of one-and-one-half percent (1.5%) above their base pay.
- 15 (3) If the County moves forward with the elimination of the Captain's position
16 within the bargaining unit, all Captains shall have their wages frozen at their
17 current rate regardless of the classification they are moved into. Their wages
18 shall remain frozen until such time as the new classification wages catch up to
19 or exceed the frozen wage at which time all such employees shall be paid the
20 higher wage. In addition, the Union demands to bargain the impact of the
21 effects to any other mandatory subjects as a result of such change.
- 22 (4) Effective upon the implementation date of the successor agreement to the
23 2009-2011 Agreement any employee employed during the term of the
24 Agreement who has left employment prior to the execution of the Agreement
25 shall be entitled to any and all back pay calculations for the period of time that
26 the employee was employed by Milwaukee County.

27
28 2.015 OVERTIME

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

1 2.02 EDUCATIONAL BONUS

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

5 \$125.00 per year for 16 credits

6 \$175.00 per year for 28 credits

7 \$225.00 per year for 40 credits

8 \$275.00 per year for 52 credits

9 \$325.00 per year for 64 credits

10 \$500.00 per year for 75 credits

11 \$500.00 for Associate's Degree

12 \$750.00 for Bachelor's Degree

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

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

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

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

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

5

6 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

7 (1) Effective the month following the implementation date of the successor
8 agreement to the 2012-2014 labor agreement, employees enrolled in the
9 Milwaukee County Health Insurance Plan shall pay a monthly amount toward
10 the monthly cost of health insurance as follows:

11 (a) Employees shall pay one hundred thirty dollars (\$130.00) per month toward
12 the cost of an Employee only plan. If employees successfully participate in
13 the County sponsored Wellness Incentive, employees shall pay ninety one
14 dollars (\$91.00) per month toward the cost of an Employee only plan.

15 (b) Employees shall pay one hundred sixty dollars (\$160.00) per month toward
16 the cost of an Employee + Child/Children plan. If employees successfully
17 participate in the County sponsored Wellness Incentive, employees shall pay
18 one hundred twelve dollars (\$112.00) per month toward the cost of an
19 Employee + Child/Children plan.

20 (c) Employees shall pay two hundred thirty dollars (\$230.00) per month toward
21 the cost of an Employee + Spouse/Partner plan. If employees successfully
22 participate in the County sponsored Wellness Incentive, employees shall pay
23 one hundred eighty dollars (\$180.00) per month toward the cost of an
24 Employee + Spouse/Partner plan.

25 (d) Employees shall pay two hundred fifty dollars (\$250.00) per month toward
26 the cost of an Employee + Family plan. If employees successfully participate
27 in the County sponsored Wellness Incentive, employees shall pay two
28 hundred dollars (\$200.00) per month toward the cost of an Employee +
29 Family plan.

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

- 1 (a) Employees shall pay fifteen dollars (\$15.00) per month toward the monthly
2 cost of an employee only plan.
- 3 (b) Employees shall pay thirty five dollars (\$35.00) per month toward the
4 monthly cost of an Employee + Child/Children plan.
- 5 (c) Employees shall pay thirty five dollars (\$35.00) per month toward the
6 monthly cost of an Employee + Spouse/Partner plan.
- 7 (d) Employees shall pay thirty five dollars (\$35.00) per month toward the
8 monthly cost of an Employee + Family plan.
- 9 (10) On a voluntary basis an annual National Fire Protection Association (NFPA) 1582
10 Standard Medical Examination by an Employer provider will be available.
- 11 (11) All employees who elect coverage under Milwaukee County's medical plans and
12 who are contributing one-half (1/2) of the Actuarially Required Contribution
13 (ARC) towards the pension plan will be automatically enrolled in the health care
14 Flexible Spending Account (FSA) plan. Milwaukee County will contribute an
15 amount provided for in the Milwaukee County budget. Employees are eligible to
16 contribute an amount of their own funds, up to the maximum dollar amount
17 provided by law, to the Medical FSA plan in addition to the funds provided by
18 Milwaukee County.
- 19 (12) Milwaukee County, at its sole discretion, may provide additional voluntary benefits
20 programs in the same manner as it provide to non-represented employees.

21
22 2.04 LIFE INSURANCE

- 23 (1) Eligible employees may elect to participate in the basic group life insurance
24 program by filing an application within 30 days of hire. Coverage will become
25 effective the first of the month following completion of six consecutive months
26 of continuous employment. Applications filed more than 30 days after hire date
27 are subject to meeting the insurability underwriting standards of the insurance
28 company.
- 29 (2) The County shall pay the full monthly premium per \$1,000 of coverage for
30 eligible employees' basic life insurance based on the authorized annual salary up

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

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

AGE	PERCENTAGE
65	8%
66	16%
67	24%
68	32%
69	40%
70 and thereafter	75%

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

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

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

5

6 2.05 CALL IN PAY

7 (1) An employee called in to work outside of the employee's regularly scheduled
8 shift shall be credited with a minimum of three (3) hours at time and one-half or
9 the number of hours worked, whichever is greater.

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

13

14 2.06 UNIFORM ALLOWANCE

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

21 (2) The annual allowance for all employees required to wear uniforms shall be
22 \$600.00. Such amount shall be paid in accordance with existing practices.

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

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

27 (5) The Union and the County agree to work out details of a uniform commissary
28 system. In the event the parties reach agreement on the uniform commissary
29 system and satisfactory language to replace the current language in Section 2.06
30 Uniform Allowance, said system and replacement language shall be

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

3

4 2.07 OFF DAYS

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

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

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

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

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

26

27 2.08 VACATION

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

1	Hiring through 5 years	
2	See (2) below	5 days (120 hours)
3	After 5 years	7 days (168 hours)
4	After 10 years	10 days (240 hours)
5	After 15 years	12 days (288 hours)
6	After 20 years	15 days (260 hours)

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

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

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

- 1 (3) Departmental seniority shall be used for the purpose of making vacation
2 selections.
- 3 (4) Employees with the same hiring date in the department shall be placed on the
4 seniority list according to their relative rank on the eligible list.
- 5 (5) The Director of Transportation and Public Works shall grant the carryover of
6 up to seventy-two (72) hours of unused vacation time to the following year. In
7 the event an employee has hours of vacation time in excess of seventy-two (72)
8 hours that was not used due to an employee’s illness/injury, Temporary
9 Assignment to Higher Classification (TAHC) duties or other County imposed
10 restrictions, the Director of Transportation and Public Works shall request the
11 carryover or payout of unused vacation hours in excess of seventy-two (72)
12 hours for any employee by submitting a written request to the Director of
13 Human Resources (DHR). The DHR shall have the discretion to determine
14 whether the unused hours in excess of seventy-two (72) will be carried over or
15 paid out.
- 16 (6) In the event an employee has hours of vacation time in excess of seventy-two
17 (72) hours that was not used due to the employee’s failure to schedule the
18 vacation hours, the Director of Transportation and Public Works may request
19 the carryover or payout of unused vacation hours in excess of seventy-two (72)
20 hours for any employee by submitting a written request to the Director of
21 Human Resources (DHR). The DHR shall have the discretion to approve or
22 deny such request.

23
24
25
26
27
28
29
30

2.09 INJURY OR ILLNESS IN LINE OF DUTY

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

2.10 SICK LEAVE

- (1) Sick leave accrual rate shall be 7.4 hours per pay.
- (2) In addition to other causes set forth in s. 17.18(4), C.G.O., sick leave may be taken for the purpose of enabling employees to receive non-emergency medical attention during duty hours after a good faith effort has been made to schedule such appointments during off duty time. Such leave may be allowed for scheduled appointments for any type of medical or dental care.

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

Excused time charged against sick leave for these purposes shall be limited to three (3) hours per twenty-four (24) hour shift including travel between the employee's work site and the place of his/her appointment.
- (3) Notwithstanding any provision in this section to the contrary, effective upon the implementation date of the successor labor agreement to the 2009-2011 labor agreement, any employee hired on and after the implementation date of the successor labor agreement to the 2009-2011 labor agreement, shall not accrue more than one thousand nine hundred twenty (1,920) hours of leave under this section. Such new employee whose accrual balance under this section reaches one thousand nine hundred twenty (1,920) hours shall have further accrual of leave suspended until such time that the employee's total accrual is less than one thousand nine hundred twenty (1,920) hours, due to the use of such leave under this section.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

2.11 LAYOFFS AND RECALL

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

2.12 LONGEVITY

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

1 2.14 TEMPORARY ASSIGNMENT

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

4
5 2.15 RETIREMENT BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- | | | |
|----|----------------------------|----------------------|
| 8 | Bujanovich, Jr., Daniel N. | Hareng, Daniel W. |
| 9 | Calhoun, Alan J. | Wisniewski, Scott A. |
| 10 | Erdmann, Kevin S. | Rabenberg, Frank A. |
| 11 | Birmingham, Jeffery L | |

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

- | | | |
|----|---------------------|-------------------|
| 17 | Birmingham, Jeffery | Hareng, Daniel |
| 18 | Bujanovich, Daniel | Rabenberg, Frank |
| 19 | Calhoun, Alan | Wisniewski, Scott |
| 20 | Erdmann, Kevin | |

21 (12) Sick Allowance Balance upon Retirement
22 (a) Employees who became members of the Employees Retirement System
23 prior to January 1, 1994 shall receive full payment for all accrued sick
24 allowance hours earned before June 19, 2007 at the time the employee
25 retires. Twenty-five percent (25%) of any remaining accrued sick
26 allowance hours earned on and after June 19, 2007 shall be paid out at
27 the employee’s final hourly rate of pay. For calculation purposes, sick
28 leave earned before June 19, 2007 shall be used after sick leave earned
29 on and after June 19, 2007 for all hours of sick leave used prior to
30 retirement. Such payment shall be made in a lump sum, and shall not be

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

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

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

29 (a) An employee may request a monthly pension benefit based on accrued
30 pension service credit and final average salary calculation as of a specific

1 date in the past which shall be referred to as the “back drop date”. The
2 “back drop date” may not be prior to the earliest date that the employee
3 was eligible to retire; and shall not be less than one year prior to the date
4 that the employee leaves active County employment. The monthly
5 pension benefit the employee was eligible to receive as of the “back drop
6 date” shall be referred to as the “monthly drop benefit”.

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

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

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

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

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

- 1 (a) "Annual Earnable Compensation" shall include overtime and other
- 2 supplemental income listed below:
- 3 1. Regular Pay 9. Retro Supptx (Retro pay paid
- 4 2. Paid Not Worked with supplemental checks)
- 5 3. Worked Not Paid 10. Longevity Pay
- 6 4. Vacation 11. Holiday Pay
- 7 5. Sick Pay 12. Excused Pay
- 8 6. Critical Pay 13. Special Premium Pay
- 9 7. Stand By Pay 14. Back to Back Overtime
- 10 8. Personal 15. Overtime Standard
- 11 16. Overtime 1.5

12 (15) Mandatory Employee Contributions.

- 13 (a) Each employee of the Employees' Retirement System, shall contribute
- 14 to the retirement system a percentage of the "Member's Compensation"
- 15 according to (b). "Member Compensation" shall include all salaries and
- 16 wages of the member, except for the following: overtime earned and
- 17 paid; any expiring time paid such as overtime and holidays; injury time
- 18 paid; and any supplemental time paid such as vacation or earned
- 19 retirement.
- 20 (b) Contribution percentage: The percentage shall be as follows: Effective
- 21 on the first day of the first pay period following the implementation date
- 22 of the successor agreement, one-half (1/2) of the Annual Required
- 23 Contribution (ARC) to the Employees' Retirement System.

24 (16) Earned Retirement

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

30

1 2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

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

4
5 2.17 DUES DEDUCTION

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

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

13
14 2.18 FAIR LABOR STANDARDS ACT

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

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

20
21 2.40 CHANGES IN CLASSIFICATION

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

- 1 Resources shall review the duties assigned to the position as well as any other
2 information provided and submit recommendation to the Association.
- 3 (2) In the event the Association concurs with the recommendations of the Director
4 of Human Resources to reclassify a position, the recommendations shall be
5 included in a report distributed to all County Board Supervisors.
- 6 (3) In the event the Association does not concur with the recommendation of the
7 Director of Human Resources, both parties may request or provide such
8 additional information as may clarify the appropriate classification for the
9 position. After reviewing the additional information, if both parties concur that
10 a reclassification is appropriate; the recommendation of the Director of Human
11 Resources shall be included in a report distributed to all County Board
12 Supervisors.
- 13 (4) In the event the Association and the Director of Human Resources cannot agree
14 on the appropriate classification for an existing position, either party may appeal
15 to the Personnel Committee within 30 day of receiving notice of the Director of
16 Human Resources final recommendation. Both parties shall submit a written
17 summary of the rationale for their opinion to the Personnel Committee as well
18 as any other information deemed appropriate. The decision of the County Board
19 on the Personnel Committee recommendation, subject to review by the County
20 Executive, shall be final and if a change in classification is approved, it shall be
21 implemented the first day of the pay period following that in which a resolution
22 adopted by the County Board has been approved by the County Executive.
- 23 (5) Monthly, while a reclassification is pending, the Director of Human Resources
24 shall provide a report to the Personnel Committee which lists all position
25 reclassification which the Director intends to approve, along with a fiscal note
26 for each. This report shall be distributed to all County Supervisors and placed
27 on the Personnel Committee agenda for informational purposes. If a County
28 Supervisor objects to the decision of the Director of Human Resources within
29 seven working days of receiving this report, the reclassification shall be held in
30 abeyance until resolved by the County Board upon recommendation of the

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

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

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

18 2.41 DEFERRED COMPENSATION

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

23 2.42 EMPLOYEE LIABILITY

24 If the defendant in any action or special proceeding is a public officer or employee and
25 is proceeded against as an individual because of acts committed while carrying out his/her
26 duties as an officer or employee and the jury or the court finds that such defendant was acting
27 within the scope of his/her employment, the judgment as to damages and costs entered against
28 the officer or employee in excess of any insurance available to the officer or employee shall be
29 paid by the County of which the defendant is an officer or employee. Regardless of the results
30 of the litigation, the governmental unit, if it does not provide legal counsel to the defendant

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

9
10 2.43 MILITARY LEAVE

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

22
23 2.44 DEPENDENT CARE VOUCHERS

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

28
29 2.45 DIRECT PAYROLL DEPOSIT

1 3.15 FAIR SHARE AGREEMENT

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

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

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

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

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

29 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other
30 interference with any phase of the County's operation by Association members,

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

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

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

1 checkoff cards on file with the employer, shall be placed in trust with First Bank
2 Midland, Milwaukee Division, pending the ultimate disposition of such action.
3 In the event the outcome of such action favors the continuance of the fair share
4 agreement, the monies held in trust, together with the interest earned thereon
5 shall be paid to the Association upon entry of judgment in such action.

6
7 P A R T 4
8

9 4.01 GRIEVANCE PROCEDURE

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

- 1 (5) SETTLEMENT OF GRIEVANCES. Any grievance shall be considered settled
2 at the completion of any step in the procedure if all parties concerned are
3 mutually satisfied. Dissatisfaction is implied in recourse from one step to the
4 next.
- 5 (6) FORMS. There are 2 separate forms used in processing a grievance:
- 6 (a) Written Grievance Appeal Form;
- 7 (b) Grievance Disposition Form;
- 8 Guidelines To Be Followed When Initiating A Written Grievance
9 Appeal Form:
- 10 1. The employee alone or with his/her Association representative
11 shall cite the rule, regulation or contract provision that was
12 alleged to have been violated at the first step of the grievance
13 procedure.
- 14 2. The employee alone or with his/her Association Representative
15 shall in writing provide his/her immediate supervisor designated
16 to hear grievances an explanation as to when, where, what, who,
17 and why the employee believes that his/her contractual rights
18 have allegedly been violated. The Written Grievance Appeal
19 Form shall contain the date or time that the employee alleges that
20 his/her contractual rights have been violated.
- 21 3. The employee alone or with his/her Association representative
22 shall detail, in writing, the relief the employee is requesting.
- 23 4. If more space is required than is provided for on the Written
24 Grievance Appeal Form in order to comply with the provisions
25 of this section, the employee shall be permitted to submit written
26 attachments to said form.
- 27 5. The Written Grievance Appeal Form shall be prepared by the
28 employee or with his/her Association Representative in a manner
29 that is neat, clear, and discernible.

- 1 6. If the employee alone or with his/her Association representative
- 2 fails to follow Section 4.01 (6) 1, 2, 3, 4, and 5, the employee's
- 3 immediate supervisor designated to hear grievances may return
- 4 the Written Grievance Appeal Form to the employee for
- 5 correction.
- 6 7. These guidelines are to assist the employee, the Association, and
- 7 management in the resolution of grievances at their lowest level
- 8 of the grievance procedure. It is understood by the parties that
- 9 should a dispute arise as to the intent of this section, the
- 10 Association and the Director of the Department of Labor
- 11 Relations, or designee will meet to discuss the dispute and
- 12 resolve it to the mutual satisfaction of both parties.

13 (7) STEPS IN THE PROCEDURE

14 (a) STEP 1

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

24 (b) STEP 2

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

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

- 1 3. The 3rd Step of the grievance procedure shall be limited to the
2 Director of Labor Relations or designee and the President of the
3 Association or designee and a representative of the Association
4 and representatives of the appropriate appointing authority
5 involved in each dispute. The number of representatives at any
6 Step 3 hearing may be modified by mutual consent of the parties.
- 7 (8) No grievance shall be initiated after the expiration of 60 calendar days from the
8 date of the grievable event and a grievance shall be considered settled after one
9 year from initiation unless it is pending disposition of an arbitrator.
- 10 (9) Representation at hearings on group grievances shall be limited to 3 employees
11 from among the group.
- 12 (10) At each successive step of the grievance procedure, the subject matter treated
13 and the grievance disposition shall be limited to those issues arising out of the
14 original grievance as filed.
- 15 (11) In those cases the grievance shall not be resolved in a manner inconsistent with
16 the existing collective bargaining agreement.
- 17 (12) A copy of all grievance dispositions shall be promptly forwarded to the President
18 of the Association.
- 19 (13) The Association shall, in writing, notify the Director of Labor Relations or
20 designee within forty-eight (48) hours prior to the arbitration hearing of the
21 names of employees the Association wishes to have released for the arbitration
22 hearing. The release of said employees shall be subject to the review by the
23 Director of Labor Relations or designee. The release of employees shall not be
24 unreasonably denied.

25

26 4.02 ARBITRATION PROCEDURE

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

- 1 (2) The filing of such a grievance shall not stay the effectiveness of any rule,
2 directive or order which gave rise to such grievance and any such rule, directive
3 or order shall remain in full force and effect, unless rescinded or modified as a
4 result of the Arbitrator's award.
- 5 (3) Arbitration may be initiated by the Union serving upon the county a notice, in
6 writing, of its intent to proceed to arbitration. The notice shall identify the
7 specific contract provision upon which it relies, the grievance, the department,
8 and the employees involved.
- 9 (4) For purposes of brevity, the term "arbitrator" shall refer either to a single
10 arbitrator or a 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
13 the Milwaukee County Board of Supervisors.
 - 14 (b) Disputes or differences regarding the classification of positions,
15 promotion of employees, 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
19 parties within thirty (30) working days of the notification of selection, unless
20 otherwise mutually agreed upon by the parties, and witnesses may be called.
21 The arbitrator shall determine whether or not the dispute is arbitrable under the
22 express terms of this Agreement. Once it is determined that a dispute is
23 arbitrable, the arbitrator shall proceed in accordance with this section to
24 determine the merits of the dispute submitted to arbitration.
- 25 (8) No award of any arbitrator may be retroactive for a period greater than 130
26 working days prior to the formal request for arbitration as herein provided, nor
27 shall it cover or include any period prior to the date of execution of this
28 Agreement.
- 29 (9) The Arbitrator shall neither add to, detract from, nor modify the language of this
30 Agreement in arriving at a determination of any issue presented that is proper

1 for arbitration within the limitations expressed herein. The arbitrator shall have
2 no authority to grant wage increases or wage decreases.

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

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

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

15

16 4.03 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S.63.10, STATS.

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

24

25

PART 5

1
2
3 5.01 ENTIRE AGREEMENT

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

11
12 5.02 SUCCESSORS AND ASSIGNS

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

20
21 5.03 SAVING CLAUSE

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

27
28 5.04 COLLATERAL AGREEMENTS

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

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

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

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

Dated at Milwaukee, Wisconsin this 10th day of November, 2015.

(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

DocuSigned by:
Scott Wisniewski
BY 77D9A12D87A241E...
Scott Wisniewski, President

DocuSigned by:
Christopher S. Abele
BY 2E580B33A2CC443...
Christopher S. Abele, County Executive

DocuSigned by:
Joseph J. Czarnezki
BY 36BFD1D7FA15457...
Joseph J. Czarnezki, County Clerk

IN PRESENCE OF:

DocuSigned by:
Luis Padilla, Jr.
A281786EF260461...
Luis Padilla, Jr., Employee Relations

APPROVED FOR EXECUTION

DocuSigned by:
Mark A Grady
2BE87A71B2AE4E5...
Paul Bargren, Corporation Counsel

EXECUTED

**2015-2016
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1072**

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

**FIRE FIGHTERS
TABLE OF CONTENTS**

<u>Section</u>		<u>Page Number</u>
PART 1		
1.01	Recognition	1
1.02	Employee Defined.....	2
1.03	Duration of Agreement	2
1.04	Management Rights	2
1.05	Affirmative Action Statement	3
PART 2		
2.01	Salary.....	4
2.015	Overtime.....	4
2.02	Educational Bonus	5
2.03	Employee Health and Dental Benefits	6
2.04	Life Insurance.....	9
2.05	Call In Pay.....	11
2.06	Uniform Allowance.....	11
2.07	Off Days	12
2.08	Vacation	12
2.09	Injury or Illness in Line of Duty	14
2.10	Sick Leave	15
2.11	Layoffs and Recall	16
2.12	Longevity	16
2.14	Temporary Assignment.....	17
2.15	Retirement Benefits.....	17
2.16	Emergency Medical Technician Training.....	24
2.17	Dues Deduction.....	24
2.18	Fair Labor Standard Act.....	24
2.40	Changes in Classification.....	24
2.41	Deferred Compensation	26
2.42	Employee Liability.....	26
2.43	Military Leave.....	27
2.44	Dependent Care Vouchers.....	27
2.45	Direct Payroll Deposit.....	27

Section Page Number

PART 3

3.01	Departmental Work Rules.....	28
3.011	Alcohol and Drug Testing.....	28
3.02	Bargaining Time.....	28
3.15	Fair Share Agreement	29

PART 4

4.01	Grievance Procedure	31
4.02	Arbitration Procedure.....	35
4.03	Disciplinary Suspensions not Appealable	37

PART 5

5.01	Entire Agreement	38
5.02	Successors and Assigns.....	38
5.03	Saving Clause.....	38
5.04	Collateral Agreements.....	38