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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.

5
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.

14
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.

18
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.

21
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
14 The County will provide an increase of one percent (1.00%) for the period
15 January 1, 2016 through December 31, 2016 to all active union members after
16 the signing of this agreement, consistent with pay grade adjustments, attached
17 as Appendix 1, 2016 Milwaukee County Fire Fighters' Association Wage
18 Scale.

19 (2) Those employees who are licensed as an Emergency Medical Technician shall
20 receive a premium of one-and-one-half percent (1.5%) above their base pay.

21 (3) If the County moves forward with the elimination of the Captain's position
22 within the bargaining unit, all Captains shall have their wages frozen at their
23 current rate regardless of the classification they are moved into. Their wages
24 shall remain frozen until such time as the new classification wages catch up to
25 or exceed the frozen wage at which time all such employees shall be paid the
26 higher wage. In addition, the Union demands to bargain the impact of the
27 effects to any other mandatory subjects as a result of such change.

28 (4) Effective upon the implementation date of the successor agreement to the
29 2009-2011 Agreement any employee employed during the term of the
30 Agreement who has left employment prior to the execution of the Agreement

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

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2.015 OVERTIME

5 For purposes of the Fair Labor Standards Act employees covered by the terms of this
6 agreement 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
10 course work described in paragraph (4) herein for all fire fighters in the
11 bargaining unit:

- 12 \$125.00 per year for 16 credits
- 13 \$175.00 per year for 28 credits
- 14 \$225.00 per year for 40 credits
- 15 \$275.00 per year for 52 credits
- 16 \$325.00 per year for 64 credits
- 17 \$500.00 per year for 75 credits
- 18 \$500.00 for Associate’s Degree
- 19 \$750.00 for Bachelor’s Degree

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

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

- 1 The above stated salary payments shall be over and above the base salary of the
2 positions eligible for these payments.
- 3 (2) No employee will be eligible for these salary payments unless he has a minimum
4 of 1 year of current continuous service with Milwaukee County as a fire fighter.
- 5 (3) These payments shall not be used in the calculation of overtime-premium pay or in
6 the calculation of pension benefits.
- 7 (4) The courses of study leading to an Associate Degree in Fire Science/Technology
8 and Bachelor’s Degree in Fire Administration or Business Administration, from
9 any educational institution accredited by the North Central Accrediting Association
10 shall be acceptable.

11

12 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 13 (1) Effective the month following the implementation date of the successor
14 agreement to the 2012-2014 labor agreement, employees enrolled in the
15 Milwaukee County Health Insurance Plan shall pay a monthly amount toward
16 the monthly cost of health insurance as follows:
- 17 (a) Employees shall pay one hundred thirty dollars (\$130.00) per month toward
18 the cost of an Employee only plan. If employees successfully participate in
19 the County sponsored Wellness Incentive, employees shall pay ninety one
20 dollars (\$91.00) per month toward the cost of an Employee only plan.
- 21 (b) Employees shall pay one hundred sixty dollars (\$160.00) per month toward
22 the cost of an Employee + Child/Children plan. If employees successfully
23 participate in the County sponsored Wellness Incentive, employees shall pay
24 one hundred twelve dollars (\$112.00) per month toward the cost of an
25 Employee + Child/Children plan.
- 26 (c) Employees shall pay two hundred thirty dollars (\$230.00) per month toward
27 the cost of an Employee + Spouse/Partner plan. If employees successfully
28 participate in the County sponsored Wellness Incentive, employees shall pay
29 one hundred eighty dollars (\$180.00) per month toward the cost of an
30 Employee + Spouse/Partner plan.

- 1 (d) Employees shall pay two hundred fifty dollars (\$250.00) per month toward
2 the cost of an Employee + Family plan. If employees successfully participate
3 in the County sponsored Wellness Incentive, employees shall pay two
4 hundred dollars (\$200.00) per month toward the cost of an Employee +
5 Family plan.
- 6 (e) The appropriate payment shall be made through payroll deductions. When
7 there are not enough net earnings to cover such a required contribution, and
8 the employee remains eligible to participate in a health care plan, the
9 employee must make the payment due within ten working days of the pay
10 date such a contribution would have been deducted. Failure to make such a
11 payment will cause the insurance coverage to be canceled effective the first
12 of the month for which the premium has not been paid.
- 13 (2) In the event an employee who has exhausted accumulated sick leave is placed on
14 leave of absence without pay status on account of illness, the County shall continue
15 to pay the monthly cost or premium for the Health Plan chosen by the employee and
16 in force at the time leave of absence without pay status is requested, if any, less the
17 employee contribution during such leave for a period not to exceed one (1) year. The
18 1-year period of limitation shall begin to run on the first day of the month following
19 that during which the leave of absence begins. An employee must return to work for
20 a period of sixty (60) calendar days with no absences for illness related to the original
21 illness in order for a new 1-year limitation period to commence.
- 22 (3) Coverage of enrolled employees shall be in accordance with the monthly enrollment
23 cycle administered by the County.
- 24 (4) Eligible employees may continue to apply to change their health plan to one of the
25 options available to employees on an annual basis. This open enrollment shall be
26 held at a date to be determined by the County and announced at least forty-five (45)
27 days in advance.
- 28 (5) The County shall have the right to require employees to sign an authorization
29 enabling non-County employees to audit medical and dental records. Information
30 obtained as a result of such audits shall not be released to the County with employee

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

- 1 (9) Milwaukee County will provide a Dental Insurance Plan. Bargaining unit
2 employees hired on or after May 20, 1990 and each eligible employee enrolled in
3 the Milwaukee County Dental Benefit Plan shall a monthly amount toward the
4 monthly cost of dental insurance as described below. Employees may opt not to
5 enroll in the Dental Plan.
- 6 (a) Employees shall pay fifteen dollars (\$15.00) per month toward the monthly
7 cost of an employee only plan.
- 8 (b) Employees shall pay thirty five dollars (\$35.00) per month toward the
9 monthly cost of an Employee + Child/Children plan.
- 10 (c) Employees shall pay thirty five dollars (\$35.00) per month toward the
11 monthly cost of an Employee + Spouse/Partner plan.
- 12 (d) Employees shall pay thirty five dollars (\$35.00) per month toward the
13 monthly cost of an Employee + Family plan.
- 14 (10) On a voluntary basis an annual National Fire Protection Association (NFPA) 1582
15 Standard Medical Examination by an Employer provider will be available.
- 16 (11) All employees who elect coverage under Milwaukee County’s medical plans and
17 who are contributing one-half (1/2) of the Actuarially Required Contribution
18 (ARC) towards the pension plan will be automatically enrolled in the health care
19 Flexible Spending Account (FSA) plan. Milwaukee County will contribute an
20 amount provided for in the Milwaukee County budget. Employees are eligible to
21 contribute an amount of their own funds, up to the maximum dollar amount
22 provided by law, to the Medical FSA plan in addition to the funds provided by
23 Milwaukee County.
- 24 (12) Milwaukee County, at its sole discretion, may provide additional voluntary benefits
25 programs in the same manner as it provide to non-represented employees.

26
27 2.04 LIFE INSURANCE

- 28 (1) Eligible employees may elect to participate in the basic group life insurance
29 program by filing an application within 30 days of hire. Coverage will become
30 effective the first of the month following completion of six consecutive months

1 of continuous employment. Applications filed more than 30 days after hire date
2 are subject to meeting the insurability underwriting standards of the insurance
3 company.

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

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

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

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

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

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

- 1 (7) In the event an employee who has exhausted accumulated sick leave is placed
2 on leave of absence without pay status on account of illness, the County shall
3 pay the full monthly premium for the entire basic life insurance coverage
4 pursuant to paragraph (2) above during such leave for a period not to exceed one
5 year. The one-year period of limitation shall begin to run on the first day of the
6 month following that during which the leave of absence begins. An employee
7 must return to work for a period of sixty (60) calendar days with no absences for
8 illness in order for a new one-year limitation period to commence.
- 9 (8) The County reserves the unilateral right to select and/or change Life Insurance
10 Companies.

11

12 2.05 CALL IN PAY

- 13 (1) An employee called in to work outside of the employee's regularly scheduled
14 shift shall be credited with a minimum of three (3) hours at time and one-half or
15 the number of hours worked, whichever is greater.
- 16 (2) "Call in" shall not apply to hours worked outside of an employee's regularly
17 scheduled shift where the regular shift starting time is modified to meet
18 emergency situations.

19

20 2.06 UNIFORM ALLOWANCE

- 21 (1) Employees shall be furnished a full uniform at time of hire or as soon thereafter
22 as practicable. The Uniform so furnished shall be in accordance with the
23 regulations of the department setting forth prescribed minimum equipment for
24 each employee. Any employee whose employment is terminated within 2 years
25 from the date of hire shall return all uniform items furnished by the County to
26 the department within 7 days of termination.
- 27 (2) The annual allowance for all employees required to wear uniforms shall be
28 \$600.00. Such amount shall be paid in accordance with existing practices.

- 1 (3) Employees shall be furnished all protective clothing required by the chief. The
- 2 cost of replacement of said items as directed by the chief shall be borne by the
- 3 County.
- 4 (4) Employees shall not be required to wear dress blue uniforms to and from work.
- 5 (5) The Union and the County agree to work out details of a uniform commissary
- 6 system. In the event the parties reach agreement on the uniform commissary
- 7 system and satisfactory language to replace the current language in Section 2.06
- 8 Uniform Allowance, said system and replacement language shall be
- 9 implemented effective January 1, 2014. If an agreement is not reached, the
- 10 current language in Section 2.06 shall remain in effect.

11
12 2.07 OFF DAYS

- 13 (1) Employees shall be granted 12 paid off days per year in lieu of holidays and
- 14 personal days. Such days shall be selected by the employees on the basis of
- 15 departmental seniority.
- 16 (2) Employees shall be granted such off days during their first calendar year of
- 17 employment as follows:

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

- 25
- 26 (3) Employees who are unable to use their Off Days in the calendar year in which
- 27 they are granted due to illness/injury, Temporary Assignment to Higher
- 28 Classification (TAHC) duties or other County imposed restrictions on the
- 29 employee's ability to use such time shall have all unused time paid out on the
- 30 first pay period in January of the following calendar year.

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

5 2.08 VACATION

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

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

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

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

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

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

30

1 2.09 INJURY OR ILLNESS IN LINE OF DUTY

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

7

8

9 2.10 SICK LEAVE

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

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

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

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

28 (3) Notwithstanding any provision in this section to the contrary, effective upon the
29 implementation date of the successor labor agreement to the 2009-2011 labor
30 agreement, any employee hired on and after the implementation date of the

1 successor labor agreement to the 2009-2011 labor agreement, shall not accrue
2 more than one thousand nine hundred twenty (1,920) hours of leave under this
3 section. Such new employee whose accrual balance under this section reaches
4 one thousand nine hundred twenty (1,920) hours shall have further accrual of
5 leave suspended until such time that the employee's total accrual is less than
6 one thousand nine hundred twenty (1,920) hours, due to the use of such leave
7 under this section.

8

9 2.11 LAYOFFS AND RECALL

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

18

19 2.12 LONGEVITY

- 20 (1) (a) Employees with 6 years of current continuous service with Milwaukee
21 County shall receive \$150 in the pay period following their anniversary
22 date.
- 23 (b) Employees with 10 years of current continuous service with Milwaukee
24 County shall receive \$245 in the pay period following their anniversary
25 date.
- 26 (c) Employees with 15 years of current continuous service with Milwaukee
27 County shall receive \$305 in the pay period following their anniversary
28 date.

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

4 (2) Effective upon the implementation date of the successor labor agreement to the
5 2009-2011 labor agreement the longevity benefit will be suspended (not paid)
6 for a twelve (12) month period. This suspension applies only to the cash
7 payment and does not in any way reduce an employee's tenure for determining
8 longevity benefit payments beyond the twelve (12) month suspension.

9

10 2.14 TEMPORARY ASSIGNMENT

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

13

14 2.15 RETIREMENT BENEFITS

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

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

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

26 (c) All pension service credit earned on or after January 1, 2001 shall be
27 credited in an amount equal to 2% of the member's final average salary.
28 For each year of service credit earned after January 1, 2001, eight (8)
29 years of service credit earned prior to January 1, 2001 shall be credited

- 1 at 2% of the member's final average salary. Said credit shall be awarded
2 on a daily basis.
- 3 (d) Any member who first became a member of the system on or after
4 January 1, 1982, shall not be eligible for a deferred vested pension if
5 his/her employment is terminated prior to the completion of 5 years of
6 service.
- 7 (2) In accordance with Chapter 201.24 County General Ordinances for a member
8 whose continuous membership began prior to January 1, 1982:
- 9 (a) Final Average Salary means the average annual earnable compensation
10 for the three (3) consecutive years of service during which the member's
11 earnable compensation was highest, or, if he/she should have less than
12 three (3) years of service, then his/her average earnable compensation
13 during such period of time.
- 14 (b) A member who meets the requirements for a normal pension shall
15 receive an amount equal to 2% of the final average salary multiplied by
16 the number of years of service.
- 17 (c) Any member whose last period of continuous membership began on or
18 after January 1, 1971, but prior to January 1, 1982 shall not be eligible
19 for a deferred vested pension if his employment is terminated prior to his
20 completion of six (6) years of service.
- 21 (3) For employees hired on or after January 1, 1985, the provisions of chapter
22 2.01.24, County General Ordinances, Employee's Retirement System shall be
23 modified as follows:
- 24 (a) Final Average Salary shall be based solely on total straight time hours
25 paid for the five (5) consecutive years of service during which the
26 member's earnable compensation was the highest, or, if he/she should
27 have less than five (5) years of service, then his/her average straight time
28 hours paid during such period of service.
- 29 (4) Employees hired on or after January 1, 1999 shall have all service earned after
30 January 1, 2001 credited at 2% and for each year of service after January 1 2001,

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

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

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

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

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

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

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

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

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

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

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

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

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

30 (12) Sick Allowance Balance upon Retirement

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

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

29 (13) Back Drop Pension Benefit – The provisions of this section shall apply to any
30 employee whose application to retire is filed and effective after January 1,

1 2001 and to any employee whose last period of continuous membership in the
2 Employees' Retirement System began before June 19, 2007; but shall not
3 apply to any member of the Employee Retirement System who is eligible for a
4 deferred pension benefit under 201.24(4.5). Nor shall this provision apply to
5 any employee whose membership in the Employees' Retirement System
6 began on or after June 19, 2007. Upon retirement, an eligible employee may
7 opt for a "back drop" pension benefit as follows:

8 (a) An employee may request a monthly pension benefit based on accrued
9 pension service credit and final average salary calculation as of a specific
10 date in the past which shall be referred to as the "back drop date". The
11 "back drop date" may not be prior to the earliest date that the employee
12 was eligible to retire; and shall not be less than one year prior to the date
13 that the employee leaves active County employment. The monthly
14 pension benefit the employee was eligible to receive as of the "back drop
15 date" shall be referred to as the "monthly drop benefit".

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

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

- 26 1. The "total drop benefit" shall be paid to the employee with
27 appropriate deductions for state and federal taxes; or if permitted
28 by IRS regulations, the employee may "roll over" the "total drop
29 benefit" into an IRA; and
- 30 2. The member shall begin to receive monthly payments of the

1 “monthly drop benefit” (plus the annual 2% pension increase).

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

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

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

- | | | |
|----|--------------------|---------------------------------|
| 11 | 1. Regular Pay | 9. Retro Supptx (Retro pay paid |
| 12 | 2. Paid Not Worked | with supplemental checks) |
| 13 | 3. Worked Not Paid | 10. Longevity Pay |
| 14 | 4. Vacation | 11. Holiday Pay |
| 15 | 5. Sick Pay | 12. Excused Pay |
| 16 | 6. Critical Pay | 13. Special Premium Pay |
| 17 | 7. Stand By Pay | 14. Back to Back Overtime |
| 18 | 8. Personal | 15. Overtime Standard |
| 19 | | 16. Overtime 1.5 |

20 (15) Mandatory Employee Contributions.

21 (a) Each employee of the Employees’ Retirement System, shall contribute
22 to the retirement system a percentage of the “Member’s Compensation”
23 according to (b). “Member Compensation” shall include all salaries and
24 wages of the member, except for the following: overtime earned and
25 paid; any expiring time paid such as overtime and holidays; injury time
26 paid; and any supplemental time paid such as vacation or earned
27 retirement.

28 (b) Contribution percentage: The percentage shall be as follows: Effective
29 on the first day of the first pay period following the implementation date

1 of the successor agreement, one-half (1/2) of the Annual Required
2 Contribution (ARC) to the Employees' Retirement System.

3 (16) Earned Retirement

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

9

10 2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

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

13

14 2.17 DUES DEDUCTION

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

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

22

23 2.18 FAIR LABOR STANDARDS ACT

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

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

29

30

1 2.40 CHANGES IN CLASSIFICATION

- 2 (1) When, in the judgment of the Association or the County, a position or group of
3 positions in the bargaining unit is improperly classified because of changes in
4 the duties or responsibilities, the Association or County shall submit its
5 recommendations for reclassification in writing to the Director of the
6 Department of Human Resources. All requests shall include an updated position
7 description, detailed information regarding the duties assigned to the position, a
8 summary of the change in duties and other pertinent information in a format
9 designated by the Director of Human Resources. The Director of Human
10 Resources shall review the duties assigned to the position as well as any other
11 information provided and submit recommendation to the Association.
- 12 (2) In the event the Association concurs with the recommendations of the Director
13 of Human Resources to reclassify a position, the recommendations shall be
14 included in a report distributed to all County Board Supervisors.
- 15 (3) In the event the Association does not concur with the recommendation of the
16 Director of Human Resources, both parties may request or provide such
17 additional information as may clarify the appropriate classification for the
18 position. After reviewing the additional information, if both parties concur that
19 a reclassification is appropriate; the recommendation of the Director of Human
20 Resources shall be included in a report distributed to all County Board
21 Supervisors.
- 22 (4) In the event the Association and the Director of Human Resources cannot agree
23 on the appropriate classification for an existing position, either party may appeal
24 to the Personnel Committee within 30 day of receiving notice of the Director of
25 Human Resources final recommendation. Both parties shall submit a written
26 summary of the rationale for their opinion to the Personnel Committee as well
27 as any other information deemed appropriate. The decision of the County Board
28 on the Personnel Committee recommendation, subject to review by the County
29 Executive, shall be final and if a change in classification is approved, it shall be

1 implemented the first day of the pay period following that in which a resolution
2 adopted by the County Board has been approved by the County Executive.

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

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

27
28
29
30

1 2.41 DEFERRED COMPENSATION

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

5
6 2.42 EMPLOYEE LIABILITY

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

22
23 2.43 MILITARY LEAVE

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

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

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

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

7

8 2.44 DEPENDENT CARE VOUCHERS

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

13

14 2.45 DIRECT PAYROLL DEPOSIT

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

17

18 P A R T 3

19

20 3.01 DEPARTMENTAL WORK RULES

21 The Association recognizes the prerogative of the County to operate and manage its
22 affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the
23 statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules
24 of its Civil Service Commission. The Association recognizes the exclusive right of the County
25 to establish reasonable work rules. The County shall meet with the Association for the purpose
26 of discussing the contemplated creation or modification of such rules prior to implementation,
27 except in emergency situations where no advance notification shall be required. In such
28 situations, the County shall meet with the Association as soon as practicable following
29 implementation.

30

1 3.011 ALCOHOL AND DRUG TESTING

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

6

7 3.02 BARGAINING TIME

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

14

15 3.15 FAIR SHARE AGREEMENT

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

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

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

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

- 1 (2) There shall be no lockout of Association employees. In the event that during the
2 continuance of its recognition, Milwaukee County Fire Fighters' Association, its
3 officers, agents or employees, acting individually or in concert with one another,
4 engage in or encourage any Union-authorized strike or work stoppage against
5 the County, including any of its departments and/or agencies, the deductions and
6 payments of fair share contributions made in accordance with this agreement
7 shall be terminated forthwith by the County. Thereafter, for a period of one year,
8 measured from the date of the onset of such strike or work stoppage, no
9 deductions whatever shall be made from the earnings of any employee who has
10 not filed a voluntary dues checkoff card, nor shall any payment whatever be
11 made to the Treasurer of Milwaukee County Fire Fighters Association on
12 account of such fair share agreement.
- 13 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other
14 interference with any phase of the County's operation by Association members,
15 the County will notify the Association officials in writing of such occurrence.
16 The Association shall, as promptly as possible, denounce the strike, work
17 stoppage, slowdown or other interference with any phase of the County's
18 operation and order its members to return to work. Good faith compliance with
19 these requirements will stay the effect of par. (2). Failure on the part of the
20 Union to immediately denounce the strike, work stoppage, slowdown or other
21 interference with County operations, and/or to order its members back to work,
22 shall constitute an admission of the Association's part that such strike, work
23 stoppage, slowdown or other interference with County operations is authorized.
- 24 (4) In the event the provisions of this fair share agreement are successfully
25 challenged by any person affected thereby, and it is determined by an
26 administrative body or a court of competent jurisdiction that the deductions
27 made pursuant to the provisions hereof are in any manner in conflict with the
28 rights of the challenging party as those rights are affected by Ch. 63. Wis. Stats.,
29 or other provisions of law applicable to public employment, which
30 determination results in an order or judgment against Milwaukee County

1 requiring that it repay to the challenging party and/or to any or all members of
2 the class represented by such challenging party such sums as have been deducted
3 from their earnings in accordance with the provisions hereof, the Association
4 agrees to indemnify the County in full including any and all costs or interest
5 which may be a art of such order or judgment, for all sums for which the County
6 has been determined to be liable.

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

20
21 P A R T 4

22
23 4.01 GRIEVANCE PROCEDURE

- 24 (1) APPLICATION: EXCEPTIONS. The grievance procedure shall not be used to
25 change existing wage schedules, hours of work, working conditions, fringe
26 benefits and position classifications established by ordinances and rules which
27 are matters processed under other existing procedures. Only matters involving
28 the interpretation, application, or enforcement of the terms of this Agreement
29 shall constitute a grievance.

- 1 (2) **REPRESENTATIVES.** An employee may choose to be represented at any step
2 in the procedure by an Association representative of his/her choice. (Not to
3 exceed 2.)
- 4 (3) **TIME OF HANDLING.** Whenever practical, grievances will be handled during
5 the regularly scheduled working hours of the parties involved.
- 6 (4) **TIME LIMITATIONS.** If it is impossible to comply with the time limits
7 specified in the procedure because of work schedules, illness, vacations, etc.,
8 these limits may be extended by mutual consent in writing. If any extension is
9 not agreed upon by the parties within the time limits herein provided or a reply
10 to the grievance is not received within time limits provided herein, the grievance
11 shall be appealed directly to the next step of the procedure. Failure on the part
12 of the Association to appeal a grievance to the next step of the procedure
13 pursuant to the time limits outlined in the procedure shall cause the grievance to
14 be settled.
- 15 (5) **SETTLEMENT OF GRIEVANCES.** Any grievance shall be considered settled
16 at the completion of any step in the procedure if all parties concerned are
17 mutually satisfied. Dissatisfaction is implied in recourse from one step to the
18 next.
- 19 (6) **FORMS.** There are 2 separate forms used in processing a grievance:
- 20 (a) Written Grievance Appeal Form;
- 21 (b) Grievance Disposition Form;
- 22 Guidelines To Be Followed When Initiating A Written Grievance
23 Appeal Form:
- 24 1. The employee alone or with his/her Association representative
25 shall cite the rule, regulation or contract provision that was
26 alleged to have been violated at the first step of the grievance
27 procedure.
- 28 2. The employee alone or with his/her Association Representative
29 shall in writing provide his/her immediate supervisor designated
30 to hear grievances an explanation as to when, where, what, who,

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

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

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

11 5. The Written Grievance Appeal Form shall be prepared by the
12 employee or with his/her Association Representative in a manner
13 that is neat, clear, and discernible.

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

19 7. These guidelines are to assist the employee, the Association, and
20 management in the resolution of grievances at their lowest level
21 of the grievance procedure. It is understood by the parties that
22 should a dispute arise as to the intent of this section, the
23 Association and the Director of the Department of Labor
24 Relations, or designee will meet to discuss the dispute and
25 resolve it to the mutual satisfaction of both parties.

26 (7) STEPS IN THE PROCEDURE

27 (a) STEP 1

28 1. The employee with his/her representative shall explain the
29 grievance verbally to the Fire Chief or designee designated to
30 respond to employee grievances.

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

4 3. If the subject matter of a grievance is not under the authority of
5 the Fire Chief, the grievance shall be initiated at STEP 3 of this
6 Procedure.

7 (b) STEP 2

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

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

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

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

27 4. The second step of the grievance procedure may be waived by
28 mutual consent of the President of the Association or designee
29 and the Director of Labor Relations. If the grievance is not
30 resolved at Step 2 as provided, the Association shall appeal such

1 grievance within forty-five (45) days from the date of the second
2 step grievance disposition to Step

3 (c) STEP 3

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

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

14 3. The 3rd Step of the grievance procedure shall be limited to the
15 Director of Labor Relations or designee and the President of the
16 Association or designee and a representative of the Association
17 and representatives of the appropriate appointing authority
18 involved in each dispute. The number of representatives at any
19 Step 3 hearing may be modified by mutual consent of the parties.

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

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

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

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

30 (12) A copy of all grievance dispositions shall be promptly forwarded to the President

1 of the Association.

2 (13) The Association shall, in writing, notify the Director of Labor Relations or
3 designee within forty-eight (48) hours prior to the arbitration hearing of the
4 names of employees the Association wishes to have released for the arbitration
5 hearing. The release of said employees shall be subject to the review by the
6 Director of Labor Relations or designee. The release of employees shall not be
7 unreasonably denied.

8

9 4.02 ARBITRATION PROCEDURE

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

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

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

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

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

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

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

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

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

1 4.03 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S.63.10, STATS.

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

9

10 P A R T 5

11

12 5.01 ENTIRE AGREEMENT

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

20

21 5.02 SUCCESSORS AND ASSIGNS

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

29

30

1 5.03 SAVING CLAUSE

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

7
8 5.04 COLLATERAL AGREEMENTS

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

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

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

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

26

1 **Appendix 1**2 **2016 Milwaukee County Fire Fighters' Association Wage Scale**

Pay Grade	Pay Step	Pay Rate	Biweekly	Annual
17B	08	\$23.53	\$2,642.81	\$68,713.13
17B	07	\$22.64	\$2,542.60	\$66,107.57
17B	06	\$21.88	\$2,456.62	\$63,872.05
17B	05	\$21.45	\$2,409.39	\$62,644.09
17B	04	\$21.03	\$2,362.12	\$61,415.24
17B	03	\$20.48	\$2,299.63	\$59,790.34
17B	02	\$19.71	\$2,213.45	\$57,549.70
17B	01	\$18.66	\$2,095.35	\$54,479.20

3

Dated at Milwaukee, Wisconsin this 21st day of September 2016.

(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

DocuSigned by:
Scott Wisniewski
77D9A12D87A241F...
BY _____
Scott Wisniewski, President

COUNTY OF MILWAUKEE
a municipal body corporate

DocuSigned by:
Chris L
11472D44B0D048B...
BY _____
Christopher S. Abele, County Executive

DocuSigned by:
George Christenson
150011F915C74B9...
BY _____
George L. Christenson, County Clerk

IN PRESENCE OF:

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

Luis Padilla, Jr.,
Director, Employee Relations

APPROVED FOR EXECUTION

DocuSigned by:
Paul D. Kuglitsch
2BE87A71B2AE4E5...

Corporation Counsel

**2015-2016
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
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, WISCONSIN 53233**

**FIRE FIGHTERS
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