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TENTATIVE AGREEMENT
for a
SUCCESSOR LABOR CONTRACT
with
MILWAUKEE COUNTY
and
MILWAUKEE COUNTY FIREFIGHTERS' ASSOCIATION, IAFF, LOCAL 1072
October ~~21~~, 2013
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PART 1

Section 1.03 DURATION OF AGREEMENT

Amend dates to reflect a three (3) year agreement, January 1, 2012, through December 31, 2014.

PART 2

Section 2.01 SALARY

Replace paragraphs (1) through (6) with the following:

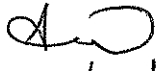
- (1) Effective pay period 24 (October 28, 2012), the wages of bargaining unit employees shall be increased by three percent (3%).
- (2) Effective pay period 12 (May 12, 2013), the wages of bargaining unit employees shall be increased by one and one-half percent (1.5%).
- (3) Effective pay period 24 (October 27, 2013), the wages of bargaining unit employees shall be increased by one and one-half percent (1.5%).
- (4) Effective pay period 12 (May 11, 2014), the wages of bargaining unit employees shall be increased by one and one-quarter percent (1.25%).
- (5) Effective pay period 24 (October 26, 2014), the wages of bargaining unit employees shall be increased by one and one-quarter percent (1.25%).
- (6) Effective upon execution of the 2012-2014 Agreement, step increases shall be delayed as follows:

Beginning with the date of execution and continuing for a one (1) year period: Employees who are eligible to move from Step 1 to Step 2 on their anniversary date shall have the move to Step 2 delayed by three (3) months. Employees who are eligible to move from Step 2 to Step 3 on their anniversary date shall have the move to Step 3 delayed by nine (9) months. Employees who are eligible to move from Step 3 to Step 4, Step 4 to Step 5, Step 5 to Step 6, Step 6 to Step 7, and Step 7 to Step 8 on their anniversary date shall have the move to Step delayed by twelve (12) months.

Examples assuming execution of the 2012-2014 Agreement on November 1, 2013:

- (a) An employee who is at Step 1 upon execution of the Agreement with an anniversary date that falls on February 1, 2014, would not move to Step 2 on their anniversary date but would instead move to Step 2 three months later on May 1, 2014. This employee's next anniversary date would occur on February 1, 2015, which is outside the one year period that begins on the date of execution of the Agreement thus, the employee would move from Step 2 to Step 3 on February 1, 2015.

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- An employee who is at Step 2 upon execution of the Agreement with an anniversary date that falls on June 1, 2014, would not move to Step 3 on their anniversary date but would instead move to Step 3 nine months later on March 1, 2015. This employee's next anniversary date would occur on June 1, 2015, which is outside the one year period that begins on the date of execution of the Agreement thus, the employee would move from Step 3 to Step 4 on June 1, 2015.
- (c) An employee who is at Step 5 upon execution of the Agreement with an anniversary date that falls on December 1, 2013, would not move to Step 6 on their anniversary date but would instead move to Step 7 twelve months later on December 1, 2014.
- (10) Effective upon the implementation date of the successor agreement to the 2009-2011 Agreement any employee employed during the term of the Agreement who has left employment prior to the execution of the Agreement shall be entitled to any and all back pay calculations for the period of time that the employee was employed by Milwaukee County.

SECTION 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

Revise paragraph (1) of this Article by deleting subparagraphs (a) through (f) which cover health insurance contributions during the term of the 2010-11 agreement and replace with the following:

- (1) Effective the month following the implementation date of the successor agreement to the 2009-2011 labor agreement, employees enrolled in the Milwaukee County Health Insurance Plan shall pay a monthly amount toward the monthly cost of health insurance as follows:
- (a) Employees shall pay one hundred dollars (\$100.00) per month toward the cost of an Employee only plan.
 - (b) Employees shall pay one hundred twenty-five dollars (\$125.00) per month toward the cost of an Employee + Child/Children plan.
 - (c) Employees shall pay two hundred dollars (\$200.00) per month toward the cost of an Employee + Spouse/Partner plan.
 - (d) Employees shall pay two hundred twenty-five dollars (\$225.00) per month toward the cost of an Employee + Family plan.

[Renumber subparagraph (g) to be (e).]

Revise paragraph (9) of this Article as follows:

- (9) Milwaukee County will provide a Dental Insurance Plan ~~equal to and no less than is currently available to employees.~~ Bargaining unit employees hired on or after May 20, 1990 and each eligible employee enrolled in the Milwaukee County Dental Benefit Plan shall pay ~~\$2.00 per month toward the cost of a single plan, or \$6.00 per month toward the cost of a family plan~~ **a monthly amount toward the monthly cost of dental insurance as described below.** Employees may opt not to enroll in the Dental Plan.

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- (a) Employees shall pay two dollars (\$2.00) per month toward the monthly cost of an employee only plan.
- (b) Employees shall pay six dollars (\$6.00) per month toward the monthly cost of an Employee + Child/Children plan.
- (c) Employees shall pay six dollars (\$6.00) per month toward the monthly cost of an Employee + Spouse/Partner plan.
- (d) Employees shall pay six dollars (\$6.00) per month toward the monthly cost of an Employee + Family plan.

Add the following paragraphs:

- (10) On a voluntary basis an annual National Fire Protection Association (NFPA) 1582 Standard Medical Examination by an Employer provider will be available.
- (11) All employees who elect coverage under Milwaukee County's medical plans and who are contributing one-half (1/2) of the Actuarially Required Contribution (ARC) towards the pension plan will be automatically enrolled in the health care Flexible Spending Account (FSA) plan. Milwaukee County will contribute an amount provided for in the Milwaukee County budget. Employees are eligible to contribute an amount of their own funds, up to the maximum dollar amount provided by law, to the Medical FSA plan in addition to the funds provided by Milwaukee County.

2.06 UNIFORM ALLOWANCE

Add the following paragraph:

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

2.07 OFF DAYS

Add the following paragraphs:

- (3) Employees who are unable to use their Off Days in the calendar year in which they are granted due to illness/injury, Temporary Assignment to Higher Classification (TAHC) duties or other County imposed restrictions on the employee's ability to use such time shall have all unused time paid out on the first pay period in January of the following calendar year.
- (4) In the event an employee has unused Off Days remaining as a result of the employee's failure to schedule the Off Days, the employee shall forfeit the remaining Off Days.

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Section 208 VACATION

Revise this Article as follows:

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

<u>Hiring through 5 years</u>	
<u>See (2) below</u> After 1 year	5 days (120 hours)
After 5 years	7 days (168 hours)
After 10 years	10 days (240 hours)
After 15 years	12 days (288 hours)
After 20 years	15 days (360 hours)

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

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

Date of Hire or Rehire	Number of Vacation Days
January 1 to January 31	5
February 1 to February 28	5
March 1 to March 31	4
April 1 to April 30	4
May 1 to May 31	3
June 1 to June 30	3
July 1 to July 31	3
August 1 to August 31	2
September 1 to September 30	2
October 1 to October 31	1
November 1 to November 30	1
December 1 to December 31	0

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

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

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

Section 2.10 SICK LEAVE

Amend paragraph 2 of this Article as follows:

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

Add the following paragraphs:

- (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.

SECTION 2.12 LONGEVITY

Add the following paragraph:

- (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

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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 one (1) year suspension.

SECTION 2.14 TEMPORARY ASSIGNMENT

Revise this Article as follows:

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

SECTION 2.15 RETIREMENT BENEFITS

Add the following language to paragraph 15 (new) and 16 (new)

- (15) **Mandatory Employee Contributions.**
 - (a) Each employee of the Employees' Retirement System, shall contribute to the retirement system a percentage of the "Member's Compensation" according to (b). "Member Compensation" shall include all salaries and wages of the member, except for the following: overtime earned and paid; any expiring time paid such as overtime and holidays; injury time paid; and any supplemental time paid such as vacation or earned retirement.
 - (b) Contribution percentage: The percentage shall be as follows: Effective on the first day of the first pay period following the implementation date of the successor agreement, one-half (1/2) of the Annual Required Contribution (ARC) to the Employees' Retirement System.
- (16) **Earned Retirement**
 - (a) Effective upon the implementation date of the successor agreement to the 2009-2011 labor agreement payment of accrued paid leave hours (vacation, compensatory time, personal days and holiday accrued time) will be made in a lump sum at the time of retirement. Such retirement payments shall be calculated at the rate of pay in effect for such employee on the last day of work.

SECTION 4.01 GRIEVANCE PROCEDURE

Amend paragraph (7), STEPS IN THE PROCEDURE, (a), STEP 1 by adding the following as (7)(a)3:

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