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(ITEM) From the Labor Relations Specialist, Labor Relations Division, Department of Human Resources, requesting ratification of the 2012 to 2014 Memoranda of Agreement between Milwaukee County and the Milwaukee County Fire Fighters Association, International Association of Fire Fighters, Local 1072, by recommending adoption of the following:

A RESOLUTION

WHEREAS, the negotiation staff of Milwaukee County and the Milwaukee County Fire Fighters Association, International Association of Fire Fighters (IAFF), Local 1072, have reached an agreement on all issues relating to wages, hours, and conditions of employment for employees in the bargaining unit represented by the Milwaukee County Fire Fighters Association, for the period January 1, 2012, through December 31, 2014, modifying the previous agreement in the following respects:

- (1) Providing for the termination of the agreement on December 31, 2014.
- (2) Providing for a 3.0% across the board increase effective October 28, 2012.
- (3) Providing for a 1.5% across the board increase effective May 12, 2013.
- (4) Providing for a 1.5% across the board increase effective October 27, 2013.
- (5) Providing for a 1.25% across the board increase effective May 11, 2014.
- (6) Providing for a 1.25% across the board increase effective October 26, 2014.
- (7) Providing for, 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 the next Step delayed by twelve (12) months.
- (8) Providing for all members who left County service during the course of the agreement will receive any back pay for the period of time that the employee worked for Milwaukee County.
- (9) Providing for, effective the month following the implementation date of the successor agreement to the 2009-2011 labor agreement, monthly contributions for the Milwaukee County Health Insurance Plan will be \$100 for Employee only plan.
- (10) Providing for, effective the month following the implementation date of the successor agreement to the 2009-2011 labor agreement, monthly

- 43 contributions for the Milwaukee County Health Insurance Plan will be \$125
44 for Employee and Child/Children plan.
- 45 (11) Providing for, effective the month following the implementation date of the
46 successor agreement to the 2009-2011 labor agreement, monthly
47 contributions for the Milwaukee County Health Insurance Plan will be \$200
48 for Employee and Spouse/Partner plan.
- 49 (12) Providing for, effective the month following the implementation date of the
50 successor agreement to the 2009-2011 labor agreement, monthly
51 contributions for the Milwaukee County Health Insurance Plan will be \$225
52 for Employee and Family plan.
- 53 (13) Providing for, effective January of 2013, monthly contributions for the
54 Milwaukee County Dental Plan will be \$3 for employee only plan.
- 55 (14) Providing for, effective January of 2013, monthly contributions for the
56 Milwaukee County Dental Plan will be \$6 for Employee and Child(ren) plan.
- 57 (15) Providing for, effective January of 2013, monthly contributions for the
58 Milwaukee County Dental Plan will be \$6 for Employee and Spouse plan.
- 59 (16) Providing for, effective January of 2013, monthly contributions for the
60 Milwaukee County Dental Plan will be \$6 for Employee and Family plan.
- 61 (17) Providing for on a voluntary basis an annual National Fire Protection
62 Association 1582 Standard Medical Examination by an employer provider
63 will be available.
- 64 (18) Providing for all employees who elect coverage under Milwaukee County's
65 medical plans and who are contributing one-half (1/2) of the Actuarially
66 Required Contribution towards the pension plan will be automatically
67 enrolled in the health care Flexible Spending Account (FSA) plan.
68 Milwaukee County will contribute an amount provided for in the Milwaukee
69 County budget. Employees are eligible to contribute an amount of their own
70 funds, up to the maximum dollar amount provided by law, to the medical
71 FSA plan in addition to the funds provided by Milwaukee County.
- 72 (19) The Union and the County agree to work out details of a uniform
73 commissary system. In the event the parties reach agreement on the uniform
74 commissary system and satisfactory language to replace the current language
75 in Section 2.06 Uniform Allowance, said system and replacement language
76 shall be implemented effective January 1, 2014. If an agreement is not
77 reached, the current language in Section 2.06 shall remain in effect.
- 78 (20) Providing for all employees who are unable to use their Off Days in the
79 calendar year in which they are granted due to illness/injury, Temporary
80 Assignment to Higher Classification duties or other County imposed
81 restrictions on the employee's ability to use such time shall have all unused
82 off day time paid out on the first pay period in January of the following
83 calendar year.

- 84 (21) Providing for all employees during the first year of employment, or in a
85 return to service, an employee will be granted a proportional share of his/her
86 hours of vacation entitlement based on the number of full calendar months
87 remaining in the calendar year in which the employee was first hired or in
88 which the employee was rehired, divided by twelve (12) and rounded up to
89 the nearest twenty-four (24) hour increment, and shall be granted his/her full
90 vacation entitlement on January 1 of each calendar year after being hired or
91 rehired by the County.
- 92 (22) Providing for all employees that the Director of Transportation and Public
93 Works shall grant the carryover of up to seventy-two (72) hours of unused
94 vacation time to the following year. In the event an employee has hours
95 of vacation time in excess of seventy-two (72) hours that was not used due to
96 an employee's illness/injury, Temporary Assignment to a Higher
97 Classification duties or other County imposed restrictions, the Director of
98 Transportation and Public Works shall request the carryover or payout of
99 unused vacation hours in excess of seventy-two (72) hours for any employee
100 by submitting a written request to the Director of Human Resources (DHR).
101 The DHR shall have the discretion to determine whether the unused hours in
102 excess of seventy-two (72) will be carried over or paid out. In the event an
103 employee has hours of vacation time in excess of seventy-two (72) hours that
104 was not used due to the employee's failure to schedule the vacation hours,
105 the Director of Transportation and Public Works may request the carryover
106 or payout of unused vacation hours in excess of seventy-two (72) hours for
107 any employee by submitting a written request to the DHR. The DHR shall
108 have the discretion to approve or deny such request.
- 109 (23) Providing for all employees that excused time charged against sick leave for
110 doctor visit purposes shall be limited to three (3) hours per twenty-four (24)
111 hour shift instead of per incident.
- 112 (24) Providing for, any employee hired following the implementation date of the
113 successor agreement to the 2009-2011 labor agreement shall not accrue
114 more than 1,920 hours of leave under this section. Such new employees
115 whose accrual balance under this section reaches 1,920 hours shall have
116 further accrual of leave suspended until such time that the employee's total
117 accrued leave is less than 1,920 hours, due to the use of such leave under
118 this section.
- 119 (25) Providing for, effective upon the implementation date of the successor labor
120 agreement to the 2009-2011 labor agreement the longevity benefit will be
121 suspended (not paid) for a twelve (12) month period.
- 122 (26) Providing for all employees that Temporary Assignments to Higher
123 Classification will no longer be paid at the top step.
- 124 (27) Providing for, effective the first day of the first pay period of the
125 implementation date of the successor agreement to the 2009-2011 labor

- 126 agreement, each employee shall contribute one-half (1/2) of the Annual
127 Required Contribution to the Employees' Retirement System as calculated by
128 the Retirement System actuary.
- 129 (28) Providing for, effective upon the implementation date of the successor
130 agreement to the 2009-2011 labor agreement payment of accrued paid leave
131 hours (vacation, compensatory time, and off days) will be made in a lump
132 sum at the time of retirement.
- 133 (29) Providing for all employees that if the subject matter of a grievance is not
134 under the authority of the Fire Chief, the grievance shall be initiated at Step
135 3 of the grievance procedure.

136
137 ; and

138 WHEREAS, such agreement was ratified by the membership of the Milwaukee
139 County Fire Fighters Association on October 29, 2013; now, therefore,

140
141 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby approves
142 the agreement on wages, benefits, and conditions of employment with the Milwaukee
143 County Fire Fighters Association, which is incorporated herein by reference to this File No.
144 13-882, and hereby authorizes and directs the County Executive and the County Clerk to
145 execute the agreement; and

146
147 BE IT FURTHER RESOLVED, that the Director of the Department of Administrative
148 Services is hereby authorized and directed to prepare and submit appropriation transfer
149 requests reflecting this agreement at a later date, if necessary.

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152 jmj
153 12/09/13
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