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~~2012-2014~~ 2015-2016
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND

MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1072

1.03 DURATION OF AGREEMENT

- (1) The provisions of this Agreement shall become effective on January 1, ~~2012~~2015, unless herein provided. Unless otherwise modified or extended by mutual agreement of parties, the agreement shall expire on December 31, ~~2014~~ 2016.
- (2) The parties agree that for the sole purpose of wages, the parties will reopen the wage section of this agreement following the Adoption of the 2016 Milwaukee County Budget, and meet to negotiate wage for the period effective January 1, 2016 through December 31, 2016.

The initial bargaining proposals of the County and the Association for a successor Agreement shall be exchanged prior to October 15, ~~2014~~ 2017, or at a time mutually agreeable to the parties.

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

2.01 SALARY

- (1) ~~Effective pay period 24 of 2012 (October 28, 2012), the wages of bargaining unit employees shall be increased by three percent (3.00%).~~ There will be five hundred dollars (\$500.00) added to the base of each step pay period 1, 2015.
- ~~(2) Effective pay period 12 of 2013 (May 12, 2013), the wages of bargaining unit employees shall be increased by one and one half percent (1.50%).~~
- ~~(3) Effective pay period 24 of 2013 (October 27, 2013), the wages of bargaining unit employees shall be increased by one and one half percent (1.50%).~~

1 ~~(4)~~ Effective pay period 12 of 2014 (May 11, 2014), the wages of bargaining unit employees
2 shall be increased by one and one quarter percent (1.25%).

3 ~~(5)~~ Effective pay period 24 of 2014 (October 26, 2014), the wages of bargaining unit employees
4 shall be increased one and one quarter percent (1.25%).

5 ~~(6)~~ Effective upon execution of the 2012-2014 Agreement, step increases shall be delayed as
6 follows:

7 ~~(a)~~ Beginning with the date of execution and continuing for a one (1) year period:

8 Employees who are eligible to move from Step 1 to Step 2 on their anniversary date
9 shall have the move to Step 2 delayed by three (3) months. Employees who are
10 eligible to move from Step 2 to Step 3 on their anniversary date shall have the move
11 to Step 3 delayed by nine (9) months. Employees who are eligible to move from
12 Step 3 to Step 4, Step 4 to Step 5, Step 5 to Step 6, Step 6 to Step 7, and Step 7 to
13 Step 8 on their anniversary date shall have the move to the next Step delayed by
14 twelve (12) months.

15 ~~(7)~~(2) Those employees who are licensed as an Emergency Medical Technician shall receive a
16 premium of one-and-one-half percent (1.5%) above their base pay.

17 ~~(8)~~(3) If the County moves forward with the elimination of the Captain's position within the
18 bargaining unit, all Captains shall have their wages frozen at their current rate regardless
19 of the classification they are moved into. Their wages shall remain frozen until such time
20 as the new classification wages catch up to or exceed the frozen wage at which time all
21 such employees shall be paid the higher wage. In addition, the Union demands to bargain
22 the impact of the effects to any other mandatory subjects as a result of such change.

23 ~~(9)~~(4) Effective upon the implementation date of the successor agreement to the 2009-2011
24 Agreement any employee employed during the term of the Agreement who has left
25 employment prior to the execution of the Agreement shall be entitled to any and all back
26 pay calculations for the period of time that the employee was employed by Milwaukee
27 County.

28
29 2.02 EDUCATIONAL BONUS

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

- 1 \$125.00 per year for 16 credits
- 2 \$175.00 per year for 28 credits
- 3 \$225.00 per year for 40 credits
- 4 \$275.00 per year for 52 credits
- 5 \$325.00 per year for 64 credits
- 6 \$500.00 ~~for associate degree or~~ per year for 75 credits
- 7 \$500.00 for Associate's Degree
- 8 \$750.00 for Bachelor's Degree

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

17
18 Fire fighters who attain the required educational credits during the calendar year
19 shall be paid a prorated amount from the first pay period after the educational courses
20 are completed and reported to the County by December 31 of that year.

21
22 The above stated salary payments shall be over and above the base salary of the
23 positions eligible for these payments.

24
25 (2) No employee will be eligible for these salary payments unless he has a minimum
26 of 5 years² of current continuous service with Milwaukee County as a fire fighter.

27
28 (3) These payments shall not be used in the calculation of overtime-premium pay or
29 in the calculation of pension benefits.

30

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

5
6 2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

7 (1) Effective the month following the implementation date of the successor agreement to the
8 ~~2009-2011~~2012-2014 labor agreement, employees enrolled in the Milwaukee County
9 Health Insurance Plan shall pay a monthly amount toward the monthly cost of health
10 insurance as follows:

11 (a) Employees shall pay ~~one hundred dollars (\$100.00)~~ one hundred thirty dollars
12 (\$130.00) per month toward the cost of an Employee only plan. If employees
13 successfully participate in the County sponsored Wellness Incentive, employees
14 shall pay ninety one dollars (\$91.00) per month toward the cost of an Employee
15 only plan.

16 (b) Employees shall pay ~~one hundred twenty five dollars (\$125.00)~~ one hundred sixty
17 dollars (\$160.00) per month toward the cost of an Employee + Child/Children plan.
18 If employees successfully participate in the County sponsored Wellness Incentive,
19 employees shall pay one hundred twelve dollars (\$112.00) per month toward the
20 cost of an Employee + Child/Children plan

21 (c) Employees shall pay ~~two hundred dollars (\$200.00)~~ two hundred thirty dollars
22 (\$230.00) per month toward the cost of an Employee + Spouse/Partner plan. If
23 employees successfully participate in the County sponsored Wellness Incentive,
24 employees shall pay one hundred eighty dollars (\$180.00) per month toward the
25 cost of an Employee + Spouse/Partner plan

26 (d) Employees shall pay ~~two hundred twenty five dollars (\$225.00)~~ two hundred fifty
27 dollars (\$250.00) per month toward the cost of an Employee+ Family plan. If
28 employees successfully participate in the County sponsored Wellness Incentive,
29 employees shall pay two hundred dollars (\$200.00) per month toward the cost of
30 an Employee+ Family plan.

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

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

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

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

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

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

- 1 (7) Employees hired on and after January 01, 1994 may upon retirement opt to continue their
2 membership in the County Group Health Benefit Program upon payment of the full
3 monthly cost.
- 4 (8) Each calendar year, the County shall pay a cash incentive of five hundred dollars (\$500.00)
5 per contract (single or family plan) to each eligible employee who elects to dis-enroll or
6 not to enroll in a Milwaukee County Health Plan. Any employee who is hired on and after
7 January 1 and who would be eligible to enroll in health insurance under the present County
8 guidelines who chooses not to enroll in a Milwaukee County health plan shall also receive
9 five hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee County group
10 health insurance plan must be provided in order to qualify for the five hundred dollars
11 (\$500.00) payment. Such proof shall consist of a current health enrollment card.
- 12 (a) The five hundred dollars (\$500.00) shall be paid on an after-tax basis. When
13 administratively possible, the County may convert the five hundred dollars
14 (\$500.00) payment to a pre-tax credit, which the employee may use as a credit
15 towards any employee benefit available within a flexible benefits plan.
- 16 (b) The five hundred dollar (\$500.00) payment shall be paid on an annual basis by
17 payroll check no later than April 1st of any given year to qualified employees on
18 the County payroll as of January 1st. An employee who loses his/her non-
19 Milwaukee County group health insurance coverage may elect to re-join the
20 Milwaukee County Conventional Health Plan. The employee would not be able to
21 re-join an HMO until the next open enrollment period. The five hundred dollar
22 (\$500.00) payment must be repaid in full to the County prior to coverage
23 commencing. Should an employee re-join a health plan he/she would not be
24 eligible to opt out of the plan in a subsequent calendar year.
- 25 (9) Milwaukee County will provide a Dental Insurance Plan. Bargaining unit employees hired
26 on or after May 20, 1990 and each eligible employee enrolled in the Milwaukee County
27 Dental Benefit Plan shall a monthly amount toward the monthly cost of dental insurance
28 as described below. Employees may opt not to enroll in the Dental Plan.
- 29 (a) Employees shall pay ~~two dollars (\$2.00)~~ fifteen dollars (\$15.00) per month toward
30 the monthly cost of an employee only plan.

1 (b) Employees shall pay ~~six dollars (\$6.00)~~ thirty five dollars (\$35.00) per month
2 toward the monthly cost of an Employee+ Child/Children plan.

3 (c) Employees shall pay ~~six dollars (\$6.00)~~ thirty five dollars (\$35.00) per month
4 toward the monthly cost of an Employee+ Spouse/Partner plan.

5 (d) Employees shall pay ~~six dollars (\$6.00)~~ thirty five dollars (\$35.00) per month
6 toward the monthly cost of an Employee+ Family plan.

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

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

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

18
19 2.05 CALL IN PAY

20 (1) An employee called in to work outside of the employee's regularly scheduled shift shall be
21 credited with a minimum of ~~four (4)~~ three (3) hours at time and one-half or the number of
22 hours worked, whichever is greater.

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

25
26 2.10 SICK LEAVE

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

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

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

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

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

21 22 2.14 TEMPORARY ASSIGNMENT

23 When assigned to perform duties of a higher classification, employees will be paid for all hours as
24 ~~though promoted to such classification~~ in conformance to General Ordinances of Milwaukee
25 County.

26 27 5.02 SUCCESSORS AND ASSIGNS

28 ~~In the event any institution, department or other County function is taken over by any other~~
29 ~~governmental agency, the County will make every effort to persuade the successor agency~~
30 ~~to hire affected employees and to adopt and maintain in force the present wages, hours and~~

1 ~~conditions of employment to which the affected employees are entitled under the existing~~
2 ~~bargaining agreement.~~

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