

**2023/2024
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND THE
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, WI 53233
414-278-4852**

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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.

1.02 EMPLOYEE DEFINED

(1) Wherever the term "employee" is used in this Agreement, it shall mean and include only those employees of Milwaukee County within the certified bargaining unit represented by the Association.

(2) Probationary Employees: All new employees, including rehired employees, shall be considered as probationary employees and must successfully complete a 1,456 hour on the job probationary period before attaining regular employee status. The probationary period may be extended to 2,912 hours at the discretion of the Chief.

1.03 DURATION OF AGREEMENT

(1) This Agreement is to take effect on January 1, 2023. Unless otherwise modified or extended by mutual agreement of the parties, this Agreement shall expire on December 31, 2024.

(2) Written notice of intent to bargain shall be served no later than July 1, 2024, and the initial bargaining proposals of the County and the Association for a successor Agreement shall be exchanged prior to August 15, 2024, 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.

1.04 MANAGEMENT RIGHTS

The County of Milwaukee retains and reserves the sole right to manage its affairs in accordance with all applicable laws, ordinances, resolutions, and executive orders. Included in this responsibility, but not limited thereto, is the right to determine the number, structure and location of departments and divisions; the kinds and number of services to be performed; the right to determine the number of positions and the classifications thereof to perform such service; the right to direct the work force; the right to establish qualifications for hire, to test and to hire, promote and retain employees; the right to transfer and assign employees, subject to existing practices and the terms of this Agreement; the right, subject to civil service procedures and the terms of this Agreement related thereto, to suspend, discharge, demote or take other disciplinary action and the right to release employees from duties because of lack of work or lack of funds; the right to maintain efficiency of operations by determining the method, the means and the

personnel by which such operations are conducted and to take whatever actions are reasonable and necessary to carry out the duties of the various departments and divisions.

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

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

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

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

1.05 AFFIRMATIVE ACTION STATEMENT

The County and the Association agree to abide by all of the provisions of the Consent Order in Civil Action No. 74-C-374 in the United States District Court for the Eastern District of Wisconsin in Johnnie G. Jones, et al., vs. Milwaukee County, et al. The County and the Association further agree that when provisions of the Agreement are in conflict with the Consent Order, the provisions of the Consent Order shall be controlling.

PART 2

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

2.01 SALARY

(1) Effective Pay Period 1, 2023, the wages of bargaining unit employees shall be increased by three percent (3%), as set forth in the attached Appendix 1, 2023 Milwaukee County Fire Fighters' Association Wage Scale.

Effective Pay Period 1, 2024, the wages of bargaining unit employees shall be increased by two and one half percent (2.5%) as set forth in Appendix 2A, 2024 Milwaukee County Fire Fighters' Association Wage Scale.

Each member of the Union shall receive a one-time payment of \$1,000 in pay period one of 2023.

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

(3) Effective within 90 days from the execution of this Successor to the 2017-2019 Agreement, the County will commence the promotional process for three (3) Shift Captains, with one Shift Captain assigned to each shift.

(a) Bargaining unit members shall initially be promoted to the Shift Captain position based on experience, certification level and skills and ability, as determined by the Fire Chief. Once the Shift Captain program is at full staffing, future vacancies in the Shift Captain position will be posted and promoted or hired consistent with the Department's external hiring process. The County reserves the right to include external candidates at the same time that internal candidates are considered.

(b) All Shift Captains shall serve a 1,456 hour probationary period. The probationary period may be extended to 2,912 hours at the discretion of the Chief. Fire fighters of the Milwaukee County Fire Department who are promoted to a Shift Captain position who do not successfully complete

the probationary period, as determined at the Chief's sole discretion, will be allowed to return to the employee's former position, but only if a position is available at that time.

(c) The duty assignment and shift of a Shift Captain will be at the sole discretion of the Fire Chief.

(d) Employees selected for the Shift Captain position shall be paid at a rate 9% above base firefighter wages, as set forth in Appendix 4 for 2020 and shall receive a two percent (2%) increase in wage rate at the beginning of 2021 and 2022 and a one percent (1%) wage rate increase at mid-year in 2021 and 2022, as set forth in Appendix 5A and 5B and Appendix 6A and 6B.

(e) No more than one Shift Captain will be allowed to take holiday or vacation days at any time, and all requests will be subject to the approval of the Chief. Section 2.08(3) of the collective bargaining agreement which allows employees to select vacation based on seniority will not apply to Shift Captains. If more Shift Captains request vacation or holidays off than this Paragraph permits to be off at the same time, the employee with the most seniority with the County will be approved for his/her time off request.

(f) The County reserves the right, at its sole discretion, to vacate and not fill any vacancies in the position(s) of Shift Captain and to return any employee in the Shift Captain position to the title of Fire Fighter. If there are sufficient openings in the Fire Fighter title, then bargaining unit members shall be laid off in reverse order of seniority.

(g) All terms and conditions of the Collective Bargaining Agreement that do not conflict with the terms of this subsection shall apply to the position of Shift Captain.

(h) The terms of this subsection set forth the entire agreement between the parties and supersedes any and all prior discussions, agreements or understandings between the parties pertaining to the title and position of Shift Captain. The parties also agree that this subsection supersedes Section 2.40 of the Collective Bargaining Agreement.

(4) Effective upon the implementation date of the successor agreement to the 2020-2022 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.

2.015 OVERTIME

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

2.02 EDUCATIONAL BONUS

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

\$125.00 per year for 16 credits

\$175.00 per year for 28 credits

\$225.00 per year for 40 credits

\$275.00 per year for 52 credits

\$325.00 per year for 64 credits

\$500.00 per year for 75 credits

\$500.00 for Associate's Degree

\$750.00 for Bachelor's Degree

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

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

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

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

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

2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

(1) Effective the month following the implementation date of the 2020-2022 labor agreement, employees enrolled in the Milwaukee County Health Insurance Plan shall pay toward their benefits in accordance with the tables set forth in Appendix 7.

(a) Wellness Program: If the employee successfully participates in the voluntary County sponsored wellness program, the employee shall receive a monthly premium reduction equivalent to either thirty percent (30%) of the premium or fifty dollars (\$50.00), whichever is less.

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

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

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

(4) Eligible employees may continue to apply to change their health plan to one of the options available to employees on an annual basis. This open enrollment shall be held at a date

to be determined by the County and announced at least forty-five (45) days in advance.

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

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

(7) Employees hired on and after January 01, 1994 may upon retirement opt to continue their membership in the County Group Health Benefit Program upon payment of the full monthly cost.

(8) Each calendar year, the County shall pay a cash incentive of five hundred dollars (\$500.00) per contract (single or family plan) to each eligible employee who elects to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee who is hired on and after January 1 and who would be eligible to enroll in health insurance under the present County guidelines who chooses not to enroll in a Milwaukee County health plan shall also receive five hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee County group health insurance plan must be provided in order to qualify for the five hundred dollars (\$500.00) payment. Such proof shall consist of a current health enrollment card.

- a) The five hundred dollars (\$500.00) shall be paid on an after-tax basis. When administratively possible, the County may convert the five hundred dollars (\$500.00) payment to a pre-tax credit, which the employee may use as a credit towards any employee benefit available within a flexible benefits plan.
- b) The five hundred dollars (\$500.00) payment shall be paid on an annual basis by payroll check no later than April 1st of any given year to qualified employees on the County payroll as of January 1st. An employee who loses his/her non-Milwaukee County group health insurance coverage may elect to re-join the Milwaukee County Conventional Health Plan. The employee would not be able to re-join an HMO until the next open enrollment period. The five hundred dollars (\$500.00) payment must be repaid in full to the County prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a

subsequent calendar year.

(9) Milwaukee County will provide a Dental Insurance Plan. Bargaining unit employees hired on or after May 20, 1990 and each eligible employee enrolled in the Milwaukee County Dental Benefit Plan shall a monthly amount toward the monthly cost of dental insurance as as set forth in Appendices 7 and 8. Employees may opt not to enroll in the Dental Plan.

(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.

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

2.04 LIFE INSURANCE

(1) Eligible employees may elect to participate in the basic group life insurance program by filing an application within 30 days of hire. Coverage will become effective the first of the month following completion of six consecutive months of continuous employment. Applications filed more than 30 days after hire date are subject to meeting the insurability underwriting standards of the insurance company.

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

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

AGE	PERCENTAGE
65	8%

66	16%
67	24%
68	32%
69	40%
70 and thereafter	75%

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

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

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

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

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

2.05 CALL IN PAY

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

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

2.06 UNIFORM ALLOWANCE

- (1) Employees shall be furnished a full uniform at time of hire or as soon thereafter as practicable. The Uniform so furnished shall be in accordance with the regulations of the department setting forth prescribed minimum equipment for each employee. Any employee whose employment is terminated within 2 years from the date of hire shall return all uniform items furnished by the County to the department within 7 days of termination.
- (2) The annual allowance for all employees required to wear uniforms shall be \$600.00. Such amount shall be paid in accordance with existing practices.
- (3) Employees shall be furnished all protective clothing required by the chief. The cost of replacement of said items as directed by the chief shall be borne by the County.
- (4) Employees shall not be required to wear dress blue uniforms to and from work.
- (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

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

<u>DATE OF HIRE</u>	<u>NUMBER OF DAYS</u>
From January 1 through February 21	13
From February 22 through April 24	11
From April 25 through June 5	9
From June 6 through July 27	7
From July 28 through September 17	5
From September 18 through November 8	3
From November 9 through December 31	1

(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.

2.08 VACATION

(1) 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.:

Hiring through 5 years

See (2) below	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 28/29	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

- (3) Departmental seniority shall be used for the purpose of making vacation selections.
- (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.
- (5) 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.

2.09 INJURY OR ILLNESS IN LINE OF DUTY

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

2.10 MEDICAL LEAVE

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

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

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

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

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

(4) Milwaukee County supports and upholds federal, state and local laws and standards designed to protect the legal rights of all employees. The Pregnancy Discrimination Act is an amendment to Title VII of the Civil Rights Act of 1964. The Act states that discrimination on the basis of pregnancy, childbirth, or related medical conditions constitutes unlawful sex discrimination under Title VII. Women who are pregnant or affected by related conditions must

be treated in the same manner as other applicants or employees with similar ability or inability to work.

The Employer and the Union recognizes that pregnancy is a normal occurrence in a woman's life (and career) and wishes to provide useful information regarding the employee's legal rights and responsibilities. Milwaukee County respects the rights of individual firefighters to evaluate the relative risks and benefits of continued work when pregnant. If the member elects to continue working while pregnant, the member is encouraged to take all practical steps to limit their exposure to risks that can impact the pregnancy such as high heat, toxic gases/chemicals, trauma to the abdomen, etc.

The Department does, however, concur with the recommendation from the IAFF that pregnant firefighters cease active firefighting and emergency response duties upon confirmation of their pregnancy. This recommendation is made in the context of existing scientific and medical information available regarding reproductive risks. Given the nature of the job and the fact that firefighters are exposed to environmental, chemical, biological and physical hazards in varying amounts and combinations on a routine basis, a pregnant firefighter working in the field may face health challenges to herself and the unborn child.

Nevertheless, Milwaukee County and Milwaukee County Airport Firefighters Local 1072, IAFF, AFL-CIO recognize that pregnant employees have a right to work as long as they are capable of performing their jobs. This puts responsibility for determining when to request accommodation(s), or to cease active firefighting and emergency response duties entirely on the pregnant firefighter, in conjunction with a licensed healthcare practitioner knowledgeable in the field of maternal-fetal care ("Maternity Care Provider"). Milwaukee County and the Milwaukee County Airport Firefighters Local 1072, IAFF, AFL-CIO recognize the member's Maternity Care Provider as the member's primary resource in making any decision concerning the pregnancy and the appropriateness of the decision whether to cease active firefighting and emergency response duties, or to make any requests for accommodation, however, Milwaukee County and the Milwaukee County Airport Firefighters Local 1072, IAFF, AFL-CIO will make

every effort to make any necessary resources or information available to the member and her healthcare practitioner to assist them in making appropriate decisions.

For all of the reasons stated above and to minimize risk(s) to pregnant fire fighters due to the hazards that firefighters face; address the impact that these hazards can have on pregnancy; and to provide a pathway for pregnant fire fighters to make an informed decision with their healthcare provider related to the appropriate/acceptable risks, duties, and job tasks for the fire fighter and their pregnancy, the parties have agreed upon the following:

Accommodation Requests

Notice and Documentation:

When a member, in consultation with her Maternity Care Provider elects to seek a duty accommodation or special assignment due to pregnancy, the member must submit a copy of the Medically Fit for Duty Release Form completed by her Maternity Care Provider to the Human Resource Business Partner assigned to the Department. The Form must include her Maternity Care Provider's assessment of the member's ability to perform essential job functions. Upon receipt of a Medically Fit for Duty Release Form confirming a member's pregnancy, the Human Resource Business Partner shall ensure that the Chief is aware of any duty restrictions, or requested accommodations.

The Medically Fit for Duty Release Form is attached to this Agreement as Appendix 8. The form will give the Maternity Care Provider a guideline to best gauge when the pregnant firefighter's duties should be modified; however, upon request, the County will provide any additional information at its disposal to the member's Maternity Care Provider to assist in assessing the member's fitness for duty.

Special Assignment

In the event that the requested accommodation(s) cannot be met while the member performs duties as outlined in the County's Job Evaluation Questionnaire as a firefighter in the Milwaukee County Airport Fire Department, the member may be temporarily placed on special assignment to perform duties assigned by airport management, as long as there are duties within the members' professional skill set and the requested accommodation(s) available.

Upon receipt of notice and documentation from the member that she is seeking a duty accommodation due to pregnancy, the County Human Resource Business Partner assigned to the Airport shall meet with Airport administration to identify any available duties that may be performed by the member within her requested accommodations. Thereafter, the County Human Resource Business Partner shall meet with the member requesting accommodation to review any available duty assignments and assist in implementing any special assignment that is accepted by the member. If there are no duties available at the time the accommodation is requested, the Human Recourse Business Partner shall maintain an inquiry with Airport administration and notify the member as soon as any appropriate duty assignments become available.

A member who is on special assignment is required to notify the Human Resource Business Partner if her condition changes, she requires new or different accommodations, or if her Maternity Care Provider's assessment of her duty restrictions changes. The member shall provide the Human Resource Business Partner documentation of the change via the Medically Fit for Duty Form as soon as possible.

Airport personnel overseeing the member's special assignment should make all reasonable attempts to provide the Human Resource Business Partner notice that the member's assignment is nearing completion or expiration. This notice should provide enough time for the Human Resource Business Partner to conduct an inquiry into any additional available duties or assignments and to meet with the member to review any available duty assignments within her professional skill set and the requested accommodation(s). The member shall also be responsible for informing the Human Resource Business Partner when any assignment is nearing completion or expiration. If the member is requesting additional assignment within her duty restrictions, she shall indicate to the Human Resource Business Partner whether she has had any change in her condition, her restrictions or any change to her Maternity Care Provider's assessment of her duty restrictions.

While on special assignment, the member shall work a 40 hour week and all wages and benefits shall accrue at a rate of 40 hours per week while the member remains on special assignment.

(5) ***Infectious Disease Physicians, Inc. Recommendation(s) Regarding Post-Exposure Prophylaxis.***

In the event of an infectious disease exposure, all personnel (regardless of gender) should refer to the Department's Exposure Control Plan.

(6) ***Fitness for Duty***

The Department may require any firefighter to undergo a "Fitness for Duty" examination for cause. The Fire Chief will request a fitness for duty evaluation with cause should an employee's physical condition hinder the ability to render full, efficient, and safe performance of their emergency duties. This assessment will be made on an individualized basis and requires coordination with the member's treating healthcare provider. The County may periodically require reevaluation or recertification until the member's healthcare provider certifies that they are fit and able to return to full duty status.

2.11 LAYOFFS AND RECALL

(1) Layoffs shall be made within classification on a countywide basis in the inverse order of total County seniority. Employees on emergency or temporary appointment in the affected classification shall be laid off prior to the layoff of employees on regular appointment.

(2) The Department of Human Resources will make every reasonable effort to place laid off employees in comparable positions where vacancies exist.

(3) Employees on layoff shall be recalled to vacancies in their classification in the inverse order of layoff.

2.12 LONGEVITY

(1) (a) Employees with 6 years of current continuous service with Milwaukee County shall receive \$150 in the pay period following their anniversary date.

(b) Employees with 10 years of current continuous service with Milwaukee County shall receive \$245 in the pay period following their anniversary date.

(c) Employees with 15 years of current continuous service with Milwaukee County shall receive \$305 in the pay period following their anniversary date.

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

(2) Effective upon the implementation date of the successor labor agreement to the 2009-2011 labor agreement the longevity benefit will be suspended (not paid) for a twelve (12) month

period. This suspension applies only to the cash payment and does not in any way reduce an employee's tenure for determining longevity benefit payments beyond the twelve (12) month suspension.

2.14 TEMPORARY ASSIGNMENT

When assigned to perform duties of a higher classification, employees will be paid the salary of the higher position for all time that the employee is assigned to performed the duties of the higher classification, regardless of the limitations on employee payment in Milwaukee County General Ordinance 17.085(c).

2.15 RETIREMENT BENEFITS

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

- (a) Final Average Salary means the average annual earnable compensation for the five (5) consecutive years of service during which the member's earnable compensation was the highest, or, if he/she should have less than five years of service, then the average annual earnable compensation during such period of service.
- (b) A member who meets the requirements for a normal pension shall receive an amount equal to 1.5% of his final average salary multiplied by the number of years of service.
- (c) All pension service credit earned on or after January 1, 2001 shall be credited in an amount equal to 2% of the member's final average salary. For each year of service credit earned after January 1, 2001, eight (8) years of service credit earned prior to January 1, 2001 shall be credited at 2% of the member's final average salary. Said credit shall be awarded on a daily basis.
- (d) Any member who first became a member of the system on or after January 1, 1982, shall not be eligible for a deferred vested pension if his/her employment is terminated prior to the completion of 5 years of service.

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

- (a) Final Average Salary means the average annual earnable compensation for the three (3) consecutive years of service during which the member's earnable compensation was highest, or, if he/she should have less than three (3) years of service, then his/her average earnable compensation during such period of time.
 - (b) A member who meets the requirements for a normal pension shall receive an amount equal to 2% of the final average salary multiplied by the number of years of service.
 - (c) Any member whose last period of continuous membership began on or after January 1, 1971, but prior to January 1, 1982 shall not be eligible for a deferred vested pension if his employment is terminated prior to his completion of six (6) years of service.
- (3) For employees hired on or after January 1, 1985, the provisions of chapter 2.01.24, County General Ordinances, Employee's Retirement System shall be modified as follows:
- (a) Final Average Salary shall be based solely on total straight time hours paid for the five (5) consecutive years of service during which the member's earnable compensation was the highest, or, if he/she should have less than five (5) years of service, then his/her average straight time hours paid during such period of service.
- (4) Employees hired on or after January 1, 1999 shall have all service earned after January 1, 2001 credited at 2% and for each year of service after January 1 2001, shall have eight (8) years of service earned prior to January 1, 2001 credited at 2%. Upon retirement an employee may elect to receive payment in a lump sum of all vacation to which he is entitled.
- (5) An employee-member retiring shall be eligible for a normal pension if his/her employment is terminated on or after he/she attained age 55 and has completed 30 years of service; or if his/her employment is terminated on or after he/she has attained age 60 and has completed 5 years of service.
- (6) In the event of the death of an employee-member in active service prior to age 60 and after completing at least 10 years of service, his surviving dependent spouse or child shall receive a survivor pension. This provision shall apply to all employee-members hired on or after the effective date of this Agreement.
- (7) A member of the retirement system shall be eligible for an accidental disability pension if his/her employment is terminated prior to his/her normal retirement age by reason of total and permanent incapacity for any duty as the natural and proximate result of an accident occurring at some definite time and place while in the actual performance of duty. The last payment shall be

made, if disability ceases prior to his/her normal retirement date, the first day of the month in which the disability ceases.

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

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

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

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

(10) For service earned as a firefighter after December 31, 1998 by the below listed employees, the pension multiplier shall be increased from 1.5% to 2%. If otherwise eligible for a normal pension, the calculation shall be based on a five high year average of base salary. (Base salary does not include any overtime 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

(11) Retention Incentive Bonus – The following employees shall have all past and future pension service credited at 2% and upon retirement shall be eligible for a bonus of 7.5% added to the Final Average Salary for each year of service credit earned after January 1, 2001. Said bonus shall be credited on a daily basis and 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

(12) Sick Allowance Balance upon Retirement

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

(b) Members of the Employees' Retirement System whose membership began on or after January 1, 1994, shall have the full value of their accrued sick allowance at the time of retirement (total hours accrued multiplied by the hourly rate at the time

of retirement) credited toward the cost of health insurance after retirement. When the amount credited is exhausted, the member or eligible beneficiary may opt to continue their participation in the County Group Health Benefit Program upon payment of the full monthly cost. The provisions of this section shall not apply to a member who is eligible for a deferred retirement benefit under section 4.5 of 201.24 of the Employees' Retirement System.

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

- (a) An employee may request a monthly pension benefit based on accrued pension service credit and final average salary calculation as of a specific date in the past which shall be referred to as the “back drop date”. The “back drop date” may not be prior to the earliest date that the employee was eligible to retire; and shall not be less than one year prior to the date that the employee leaves active County employment. The monthly pension benefit the employee was eligible to receive as of the “back drop date” shall be referred to as the “monthly drop benefit”.
- (b) The total amount of the “monthly drop benefit” payments the employee would have received (plus the annual 2% pension increase) between the “back drop date” and the date that the employee is removed from the County payroll due to actual retirement (after exhausting all allowable accrued time balances as documented by an ETCR form, excluding sick allowance payments), plus interest earnings compounded on a monthly basis equal to the pension fund rate of return used by the ERS actuary for computing the County's annual contribution to the system shall be referred to as the “total drop benefit”.
- (c) If the employee opts for a “back drop” pension benefit:
 1. The “total drop benefit” shall be paid to the employee with appropriate

deductions for state and federal taxes; or if permitted by IRS regulations, the employee may “roll over” the “total drop benefit” into an IRA; and

2. The member shall begin to receive monthly payments of the “monthly drop benefit” (plus the annual 2% pension increase).

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

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

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

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

(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, and off days) 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.

2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

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

2.17 DUES DEDUCTION

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

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

2.18 FAIR LABOR STANDARDS ACT

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

- (a) A 15-day work period.
- (b) Changing from a 17.1 hour day to a 24 hour day.
- (c) Regular pay checks based on 112.3 hour per pay period.

2.40 CHANGES IN CLASSIFICATION

- (1) When, in the judgment of the Association or the County, a position or group of positions in the bargaining unit is improperly classified because of changes in the duties or responsibilities, the Association or County shall submit its recommendations for reclassification in writing to the Director of the Department of Human Resources. All requests shall include an updated position description, detailed information regarding the duties assigned to the position, a summary of the change in duties and other pertinent information in a format designated by the Director of Human Resources. The Director of Human Resources shall review the duties assigned to the position as well as any other information provided and submit recommendation to the Association.
- (2) In the event the Association concurs with the recommendations of the Director of Human Resources to reclassify a position, the recommendations shall be included in a report distributed to all County Board Supervisors.
- (3) In the event the Association does not concur with the recommendation of the Director of Human Resources, both parties may request or provide such additional information as may clarify the appropriate classification for the position. After reviewing the additional information, if both parties concur that a reclassification is appropriate; the recommendation of the Director of Human Resources shall be included in a report distributed to all County Board Supervisors.
- (4) In the event the Association and the Director of Human Resources cannot agree on the appropriate classification for an existing position, either party may appeal to the Personnel Committee within 30 day of receiving notice of the Director of Human Resources final recommendation. Both parties shall submit a written summary of the rationale for their opinion to the Personnel Committee as well as any other information deemed appropriate. The decision of the County Board on the Personnel Committee recommendation, subject to review by the County Executive, shall be final and if a change in classification is approved, it shall be implemented the first day of the pay period following that in which a resolution adopted by the County Board has been approved by the County Executive.
- (5) Monthly, while a reclassification is pending, the Director of Human Resources shall provide a report to the Personnel Committee which lists all position reclassification which the Director intends to approve, along with a fiscal note for each. This report shall be distributed to all County Supervisors and placed on the Personnel Committee agenda for informational purposes. If a County Supervisor objects to the decision of the Director of Human Resources

within seven working days of receiving this report, the reclassification shall be held in abeyance until resolved by the County Board upon recommendation of the Personnel Committee, and subsequent County Executive action. If no County Supervisors object, the reclassification shall be implemented the first day of the first pay period following the meeting of the Personnel Committee and in compliance with collective bargaining agreements. In the event the County Board takes no action on a reclassification, after receipt of a recommendation from the Personnel Committee, the reclassification shall be implemented the first day of the first pay period following action by the County Executive or, in the event of a veto, final County Board action.

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

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

2.41 DEFERRED COMPENSATION

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

2.42 EMPLOYEE LIABILITY

If the defendant in any action or special proceeding is a public officer or employee and is proceeded against as an individual because of acts committed while carrying out his/her duties as an officer or employee and the jury or the court finds that such defendant was acting within the scope of his/her employment, the judgment as to damages and costs entered against the officer or employee in excess of any insurance available to the officer or employee shall be paid by the County of which the defendant is an officer or employee. Regardless of the results of the litigation, the governmental unit, if it does not provide legal counsel to the defendant officer or employee, shall pay reasonable attorney's fees and costs of defending the action, unless it is found by the court or jury that the defendant officer or employee did not act within the scope of

employment. Failure by the officer or employee to give notice to his/her department head of action or special proceeding commenced against the defendant officer or employee as soon as reasonably possible is a bar to recovery by the officer or employee from the County of reasonable attorney's fees and cost of defending the action. The attorney's fee and expenses shall not be recoverable if the County offers the officer or employee legal counsel and the offer is refused by the defendant officer or employee.

2.43 MILITARY LEAVE

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

2.44 DEPENDENT CARE VOUCHERS

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

2.45 DIRECT PAYROLL DEPOSIT

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

2.46 PAID PARENTAL LEAVE

Members of Local 1072 shall be eligible for the paid parental leave as set forth in Milwaukee County General Ordinance §17.177, subject to any amendments to the Ordinance and all

administrative regulations or procedures adopted by the County concerning the paid parental leave program.

As applied to the defined work week of IAFF members (See §2.18(c)), the prorated parental leave provided IAFF members under Milwaukee County General Ordinance §17.177, will be extended to 449 hours of parental leave, unless the IAFF member is engaged in a Special Assignment, as defined under §2.10(4) at the time the leave is taken, in which case the member shall be entitled to 320 hours of parental leave.

PART 3

3.01 DEPARTMENTAL WORK RULES

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

3.011 ALCOHOL AND DRUG TESTING

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

3.02 BARGAINING TIME

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

3.15 FAIR SHARE AGREEMENT

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

- (a) Such deduction shall be made and forwarded to the treasurer of the certified bargaining representative from the biweekly earnings of all bargaining unit employees.
- (b) That such deduction shall be made and forwarded to the treasurer of the certified bargaining representative from the biweekly earnings of new bargaining unit employees from the first pay period earnings.
- (c) Any increase in fair share amounts to be deducted shall be certified by the Association at least 15 days before the start of the pay period the increased deduction is to be effected.

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

(3) In the case of an unauthorized strike, work stoppage, slowdown, or other interference with any phase of the County's operation by Association members, the County will notify the Association officials in writing of such occurrence. The Association shall, as promptly as possible, denounce the strike, work stoppage, slowdown or other interference with any phase of the County's operation and order its members to return to work. Good faith compliance with these requirements will stay the effect of par. (2). Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown or other interference with County

operations, and/or to order its members back to work, shall constitute an admission of the Association's part that such strike, work stoppage, slowdown or other interference with County operations is authorized.

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

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

PART 4

4.01 GRIEVANCE PROCEDURE

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

(2) REPRESENTATIVES. An employee may choose to be represented at any step in the procedure by an Association representative of his/her choice. (Not to exceed 2.)

(3) TIME OF HANDLING. Whenever practical, grievances will be handled during the regularly scheduled working hours of the parties involved.

(4) TIME LIMITATIONS. If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance shall be appealed directly to the next step of the procedure. Failure on the part of the Association to appeal a grievance to the next step of the procedure pursuant to the time limits outlined in the procedure shall cause the grievance to be settled.

(5) SETTLEMENT OF GRIEVANCES. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied.

Dissatisfaction is implied in recourse from one step to the next.

(6) FORMS. There are 2 separate forms used in processing a grievance:

- a. Written Grievance Appeal Form;
- b. Grievance Disposition Form;

Guidelines To Be Followed When Initiating A Written Grievance Appeal Form:

1. The employee alone or with his/her Association representative shall cite the rule, regulation or contract provision that was alleged to have been violated at the first step of the grievance procedure.
2. The employee alone or with his/her Association Representative shall in writing provide his/her immediate supervisor designated to hear grievances an explanation as to when,

where, what, who, and why the employee believes that his/her contractual rights have allegedly been violated. The Written Grievance Appeal Form shall contain the date or time that the employee alleges that his/her contractual rights have been violated.

3. The employee alone or with his/her Association representative shall detail, in writing, the relief the employee is requesting.
4. If more space is required than is provided for on the Written Grievance Appeal Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.
5. The Written Grievance Appeal Form shall be prepared by the employee or with his/her Association Representative in a manner that is neat, clear, and discernible.
6. If the employee alone or with his/her Association representative fails to follow Section 4.01 (6) 1, 2, 3, 4, and 5, the employee's immediate supervisor designated to hear grievances may return the Written Grievance Appeal Form to the employee for correction.
7. These guidelines are to assist the employee, the Association, and management in the resolution of grievances at their lowest level of the grievance procedure. It is understood by the parties that should a dispute arise as to the intent of this section, the Association and the Director of the Department of Labor Relations, or designee will meet to discuss the dispute and resolve it to the mutual satisfaction of both parties.

(7) STEPS IN THE PROCEDURE

(a) STEP 1

1. The employee with his/her representative shall explain the grievance verbally to the Fire Chief or designee designated to respond to employee grievances.
2. The individual designated in paragraph 1 shall within 10 working days verbally inform the employee of his/her decision on the grievance presented.
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.

(b) STEP 2

1. If the grievance is not settled at the first step, the employee with his/her Association representative shall prepare the Written Grievance Appeal Form and shall serve it upon the person designated to receive grievances for the Director of Public Works and shall present such form to the supervisor designated in paragraph 1 to initial as confirmation of his/her verbal response.
 - (a) The employee alone or with his/her Association representative shall fill out the Written Grievance Appeal Form pursuant to Section 4.01 (6) 1, 2, 3, 4, 5, 6, 7, of this Agreement.
2. The employee alone or with his/her Association representative after receiving confirmation shall forward the grievance to his/her appointing authority or the person designated by him/her to receive grievances within fifteen (15) working days of the verbal decision.
3. The person designated in Step 2, Par. 2, will schedule a hearing with the person concerned and within fifteen (15) days from date of service of the Written Grievance Appeal Form, the Hearing Officer shall inform the aggrieved employee and the President of the Association in writing of his/her decision.
4. The second step of the grievance procedure may be waived by mutual President of the Association or designee and the Director of Labor Relations. If the grievance is not resolved at Step 2 as provided, the Association shall appeal such grievance within forty-five (45) days from the date of the second step grievance disposition to Step

(c) STEP 3

1. The Director of Labor Relations or designee shall attempt to resolve all grievances timely appealed to the 3rd Step. The Director of Labor Relations or his/her designee shall respond in writing to the Association within 30 working days from the date of receipt by the Director of Labor Relations of the Step 2 appeal.
2. In the event the Director of Labor Relations or designee and the President of the Association or his/her designee mutually agree to a resolution of the

dispute, it shall be reduced to writing and binding upon all parties and shall serve as a bar to further appeal.

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

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

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

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

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

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

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

4.02 ARBITRATION PROCEDURE

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

- (2) The filing of such a grievance shall not stay the effectiveness of any rule, directive or order which gave rise to such grievance and any such rule, directive or order shall remain in full force and effect, unless rescinded or modified as a result of the Arbitrator's award.
- (3) Arbitration may be initiated by the Union serving upon the county a notice, in writing, of its intent to proceed to arbitration. The notice shall identify the specific contract provision upon which it relies, the grievance, the department, and the employees involved.
- (4) For purposes of brevity, the term "arbitrator" shall refer either to a single arbitrator or a panel of arbitrators, as the case may be.
- (5) The following subjects shall not be submitted to arbitration:
 - (a) The statutory or charter obligations which, by law, are delegated to the Milwaukee County Board of Supervisors.
 - (b) Disputes or differences regarding the classification of positions, promotion of employees, and elimination of positions.
- (6) No issue shall be subject to arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement.
- (7) The arbitrator selected shall hold a hearing at a time and place convenient to the parties within thirty (30) working days of the notification of selection, unless otherwise mutually agreed upon by the parties, and witnesses may be called. The arbitrator shall determine whether or not the dispute is arbitrable under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this section to determine the merits of the dispute submitted to arbitration.
- (8) No award of any arbitrator may be retroactive for a period greater than 130 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.
- (9) The Arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- (10) The arbitrator shall expressly be confined to the precise written issue submitted for arbitration, and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is

contemplated by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

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

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

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

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

PART 5

5.01 ENTIRE AGREEMENT

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

5.02 SUCCESSORS AND ASSIGNS

The County agrees that it will not transfer, in whole or in part, by sale, lease, merger, consolidation, subcontract or other means, any county function, operation or activity in which

members of the Association's bargaining unit are employed, to another unit of government, corporation, partnership, individual or other entity, unless such entity agrees to hire the affected employees with no break in the continuity of service or seniority of current Milwaukee County Fire Fighters' IAAF, Local 1072 members, and to adopt and maintain in force no less than the present annual wages.

5.03 SAVING CLAUSE

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

5.04 COLLATERAL AGREEMENTS

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

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

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

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

Appendix 1

2023 Milwaukee County Fire Fighters' Association Wage Scale (3% increase)

Step	Rate
01	\$23.2374
02	\$23.4908
03	\$24.4054
04	\$25.0687
05	\$25.5702
06	\$26.0715
07	\$28.0475

2023 Milwaukee County Fire Fighters' Association Wage Scale for Shift Captains (3% increase)

Step	Rate
01	\$24.2389
02	\$25.6050
03	\$26.6019
04	\$27.3249
05	\$27.8715
06	\$28.4179
07	\$30.5718

Appendix 2

2024 Milwaukee County Fire Fighters' Association Wage Scale (2.5% increase)

Step	Rate
01	\$23.8183
02	\$24.0781
03	\$25.0155
04	\$25.6954
05	\$26.2095
06	\$26.7233
07	\$28.7487

2024 Milwaukee County Fire Fighters' Association Wage Scale for Shift Captains (2.5% increase)

Step	Rate
01	\$24.8449
02	\$26.2451
03	\$27.2669
04	\$28.0080
05	\$28.5683
06	\$29.1285
07	\$31.3361

Appendix 7

2023 & 2024 Milwaukee County Choice Plus Premium Schedule
(Per Paycheck – Not to Exceed Amounts)

Health Coverage	Not Participating in Wellness Program	Participating in Wellness Program
Employee Only	\$72.60	\$50.82
Employee + Child(ren)	\$86.18	\$63.10
Employee + Spouse	\$121.00	\$97.92
Employee + Family	\$134.82	\$111.74

Dental Coverage	Premiums
Employee Only	\$11.54
Employee + Child(ren)	\$23.08
Employee + Spouse	\$23.08
Employee + Family	\$23.08

Appendix 8

Medically Fit for Duty Release

Clinic Performing Exam		Address	
Physician Name		Phone Number	(865)
CFNP		Fax Number	(865)

Name of Employing Agency		Address	
Department		Phone Number	(865)
Health Coordinator		Fax Number	(865)

Candidate					Address					
Position / Job Title					Phone Number			Mobile		
Date of Birth		Age		Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female		Social Security Number			

Date of Exam		Examining Provider	
Date of Next Reevaluation		Examining Provider	

- Is Medically Fit for Duty, able to perform Job Tasks, and able to wear a respirator**
- Is NOT Medically Fit for Duty and Would NOT be able to perform Job Tasks** *(Must Fully Explain Below, Use Additional Paper If Needed)*

Examiner: Use this space to comment why candidate is not fit for duty

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Milwaukee County Firefighters Association

By: Molly J. Gehl Date: 2/10/2023

Department of Human Resources

By: _____ Date: _____

Chief Human Resources Officer

Approved for execution:

By: _____ Date: _____

Corporation Counsel

*Approved as to funds available per
Wisconsin Statutes Section 59.255(2)(e):*

By: _____ Date: _____

Comptroller

Approved:

By: _____ Date: _____

County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____

Corporation Counsel