

Summary of Wage & Fringe Benefit Modifications  
In the 2004 – 2006 Agreement  
Between the  
City of Milwaukee  
And the  
Milwaukee Professional Fire Fighters Association Lo-215  
CC file #031030  
**Revised**

1. Article 1, Duration – A three-year agreement beginning January 1, 2004, and ending at the end of December 31, 2006.
2. Article 10, Base Salary – A 3.0% across-the-board increase effective Pay Period 1 of each year of the contract.
3. Article 26, Health Insurance – Effective January 1, 2006, increase the active employee contribution for coverage under the Basic Plan to \$75 per month for single coverage and \$150 per month for family coverage.
4. Article 24, Pension Benefits – Effective for employees hired after the execution date of the 2004-2006 City-Association Agreement, when a retirement application is filed by an employee covered by this Agreement who seeks a Duty Disability Retirement Allowance based upon a mental injury, the application shall be referred to the Medical Council established under 36-15-12 of the Milwaukee City Charter, in lieu of the Medical Panel, which Medical Council shall determine and certify whether the applicant is permanently and totally incapacitated for duty as a result of such mental injury in accordance with the requirements of Chapter 36 of the Milwaukee City Charter. In any reexamination authorized by Chapter 36 of the Milwaukee City Charter of such retired beneficiary, the beneficiary shall be referred to the Medical Council, in lieu of the Medical Panel, for reexamination and such Medical Council shall make the determination and certification required under the provisions of Chapter 36 of the Milwaukee City Charter for reexaminations.
5. **New Article.** Article 58, Training Standards Pay – Effective in calendar year 2004, an employee in active service December 31 of a calendar year who has successfully completed recruit firefighter training at the BIT or an employee who is licensed under Section 146.50 of the Wisconsin Statutes through Milwaukee Fire Department paramedic training to perform “emergency medical technician-paramedic” functions shall be eligible to receive, in addition to his or her base salary, “Training Standards Pay” as follows:
  - a. Employees occupying the classification of Administrative Fire Lieutenant, Fire Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Field Lieutenant, Paramedic Lieutenant or Vehicle Operations Instructor shall receive \$400 for calendar year 2004, \$800 for calendar year 2005 and \$1,200 for calendar year 2006 and for each calendar year thereafter.

- b. Employees occupying the classification of Fire Paramedic, Firefighter or Heavy Equipment Operator shall receive \$400 for calendar year 2004, \$600 for calendar year 2005 and \$660 for calendar year 2006 and for each calendar year thereafter.
  - c. Prorated on monthly basis for service and duty disability retirees and for employees whose classification changes during a calendar year. Fourteen days on payroll equals one full month.
  - d. Effective in 2004, for normal service retirees, the first \$400 shall be included in final average salary for purposes of computing the retirement allowance. For 2004 retirees the pensionable amount is the amount, up to \$400, that the employee would have received had he or she been in active service for the entire year. For 2005 and thereafter, the pensionable amount is the amount, up to \$400, that the employee received for the calendar year preceding retirement.
  - e. Except as specified above, not included in computation of overtime or other fringe benefits.
6. Article 17, EMT-II Premium Pay - Effective for normal service retirements occurring on and after January 1, 2006, up to a maximum of \$1,000 of EMT-II premium pay shall be included in final average salary for purposes of computing the normal service retirement allowance. For retirees on and after January 1, 2006, the pensionable amount is the amount, up to a maximum of \$1,000, that the employee received for the calendar year immediately preceding retirement.
7. Article 37, Tuition and Textbook Reimbursement – Effective January 1, 2006, the maximum reimbursement shall increase to \$900 per calendar year.
8. Article 50, Special Unit Pay – Effective for calendar year 2006 payments, Boat Pilots shall receive Special Unit Pay.
9. Article 29, Funeral Leave - Effective upon execution of the Agreement, include step-children and step-parents in definition of immediate family. Leave for step-children is limited to step-children by virtue of an employee's current spouse. Leave for step-parents is limited to one step-father and one step-mother during an employee's career.
10. Article 35, Uniform Allowance – Effective for calendar year 2005 payments, members of the Honor Guard shall receive an Honor Guard uniform maintenance allowance of \$50 per year.
11. Memorandum of Understanding
- a. The City and the Association agree to create a joint Labor-Management Committee composed of three members selected by the Association and three members selected by the City.
  - b. Recommendations, if any, of the Labor-Management Committee approved by the Fire Chief and the executive board of the Association shall be submitted to the Labor Negotiator and the Association's negotiating

committee for final agreement and reduction to written memorandums of understanding.

- c. Pending written memorandums of understanding, the *status quo* will be maintained with respect to compensatory overtime policy, select assignment and light duty. With respect to those issues, the *status quo* shall mean:
  - (1) Compensatory Overtime Policy: The policy that existed prior to numbered notice 2004-59.
  - (2) Select Assignment: The policy that existed prior to January 1, 2001 i.e. no employee regularly scheduled to work 24-hour shifts shall be involuntarily assigned to work a shift of shorter duration, except as otherwise provided by the collective bargaining agreement.
  - (3) Light Duty: None
- d. Issues related to compensatory overtime, select assignment and light duty shall be submitted to the Labor-Management Committee.
- e. The Association shall withdraw its prohibited practice complaint and the grievance related to select assignment. The City and the Association agree that they will not offer the fact that the Association withdrew the prohibited practice or the grievance into evidence in any proceeding, specifically including any interest arbitration, grievance arbitration, judicial or quasi-judicial proceeding between the City and the Association; or otherwise use it to the disadvantage of the City or the Association.
- f. The Association withdraws its contract proposals relating to a “standards clause” and to the preservation of departmental policies and rules. These proposals were made for the purpose of clarifying what the Association believes to be existing employee and union rights. It withdraws these proposals subject to the specific agreement of the City that it will not use the fact of their withdrawal in any proceeding, specifically including any interest arbitration, grievance arbitration, judicial or quasi-judicial proceeding for any purpose whatsoever; or otherwise use it to the disadvantage of the Association.

12. Article 43, Bank of Hours for Associations Activity - Effective upon execution of the Agreement, any reimbursement owed to the City for the period January 1, 2004, through the execution date of the Agreement shall be considered paid in full. The Association shall have 1,000 hours for Association activity for the period from the execution date of the contract through December 31, 2005, and 1,000 hours for calendar year 2006.

13. Article 38, Educational Program – Effective for calendar year 2005 payments, licensed registered nurses whose education is less than a BA or BS are eligible for payment at the Associate Degree level.

14. Effective upon execution of the Agreement, the computer use policy presented to Local 215 on May 23, 2005, shall be implemented.

15. Side letter: The Fire Department shall continue the practice to providing sick leave balance statements in sealed envelopes.

16. "Housekeeping" language changes, deletions and updates as needed.