

AGREEMENT  
BETWEEN  
CITY OF MILWAUKEE  
AND  
MILWAUKEE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
LOCAL #215, IAFF, AFL-CIO  
EFFECTIVE JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

LOCAL #215, IAFF, AFL-CIO

## TABLE OF CONTENTS

	<u>Page</u>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1</b> .....	<b>2</b>
DURATION OF AGREEMENT AND TIMETABLE .....	2
<b>ARTICLE 2</b> .....	<b>2</b>
RECOGNITION .....	2
<b>ARTICLE 3</b> .....	<b>4</b>
ORDINANCE AND RESOLUTION REFERENCES .....	4
<b>ARTICLE 4</b> .....	<b>4</b>
SUBORDINATE TO LEGISLATIVE AUTHORITY .....	4
<b>ARTICLE 5</b> .....	<b>4</b>
MANAGEMENT RIGHTS .....	4
<b>ARTICLE 6</b> .....	<b>6</b>
PROBATIONARY EMPLOYEES .....	6
<b>ARTICLE 7</b> .....	<b>7</b>
GRIEVANCE AND ARBITRATION PROCEDURE .....	7
<b>ARTICLE 8</b> .....	<b>13</b>
PROHIBITION OF STRIKES AND LOCKOUTS .....	13
<b>ARTICLE 9</b> .....	<b>14</b>
DEFINITIONS .....	14
<b>ARTICLE 10</b> .....	<b>15</b>
BASE SALARY .....	15
<b>ARTICLE 10A</b> .....	<b>20</b>
LONGEVITY PAY .....	20
<b>ARTICLE 11</b> .....	<b>23</b>
HOURS OF WORK .....	23
<b>ARTICLE 12</b> .....	<b>24</b>
EMERGENCY RECALL PAY, EMERGENCY OVERTIME, .....	24
STANDBY COMPENSATION AND COMPENSATORY TIME OFF .....	24
<b>ARTICLE 13</b> .....	<b>26</b>
COURT OVERTIME .....	26
<b>ARTICLE 14</b> .....	<b>27</b>

OVERTIME FOR APPEARANCES BEFORE QUASI-JUDICIAL AGENCIES .....	27
<b>ARTICLE 15</b> .....	<b>28</b>
SPECIAL OVERTIME FOR PARAMEDIC UNIT PERSONNEL.....	28
<b>ARTICLE 16</b> .....	<b>28</b>
CPR PAY .....	28
<b>ARTICLE 17</b> .....	<b>29</b>
EMT-II PREMIUM PAY .....	29
<b>ARTICLE 18</b> .....	<b>30</b>
SPECIAL DUTY PAY .....	30
<b>ARTICLE 19</b> .....	<b>32</b>
JOINT LABOR/MANAGEMENT COMMITTEE.....	32
<b>ARTICLE 20</b> .....	<b>32</b>
FIRE COMPANY AND BATTALION STAFFING .....	32
<b>ARTICLE 21</b> .....	<b>34</b>
TEMPORARY PROMOTIONS .....	34
<b>ARTICLE 22</b> .....	<b>35</b>
RECRUIT FIREFIGHTING DIVISION ASSIGNMENT .....	35
<b>ARTICLE 23</b> .....	<b>36</b>
PENSION RIGHTS .....	36
<b>ARTICLE 24</b> .....	<b>36</b>
PENSION BENEFITS .....	36
<b>ARTICLE 25</b> .....	<b>37</b>
LIFE INSURANCE .....	37
<b>ARTICLE 26</b> .....	<b>39</b>
HEALTH INSURANCE.....	39
<b>ARTICLE 27</b> .....	<b>60</b>
TERMINAL LEAVE .....	60
<b>ARTICLE 28</b> .....	<b>63</b>
SICK LEAVE .....	63
<b>ARTICLE 29</b> .....	<b>67</b>
FUNERAL LEAVE .....	67
<b>ARTICLE 30</b> .....	<b>67</b>
INJURY PAY .....	67

<b>ARTICLE 31</b> .....	<b>70</b>
MILITARY LEAVES .....	70
<b>ARTICLE 32</b> .....	<b>75</b>
TIME OFF FOR JURY DUTY .....	75
<b>ARTICLE 33</b> .....	<b>77</b>
VACATIONS .....	77
<b>ARTICLE 34</b> .....	<b>83</b>
HOLIDAYS .....	83
<b>ARTICLE 35</b> .....	<b>86</b>
UNIFORM ALLOWANCE .....	86
<b>ARTICLE 36</b> .....	<b>88</b>
SAFETY GLASSES .....	88
<b>ARTICLE 37</b> .....	<b>88</b>
TUITION AND TEXTBOOK REIMBURSEMENT .....	88
<b>ARTICLE 38</b> .....	<b>90</b>
EDUCATIONAL PROGRAM .....	90
<b>ARTICLE 39</b> .....	<b>92</b>
LIMITATIONS UPON ASSOCIATION ACTIVITY .....	92
<b>ARTICLE 40</b> .....	<b>92</b>
MEETING TIME .....	92
<b>ARTICLE 41</b> .....	<b>92</b>
NEGOTIATIONS .....	92
<b>ARTICLE 42</b> .....	<b>93</b>
OFF-DUTY EMPLOYMENT .....	93
<b>ARTICLE 43</b> .....	<b>94</b>
BANK OF HOURS FOR ASSOCIATION ACTIVITY .....	94
<b>ARTICLE 44</b> .....	<b>95</b>
AGENCY SHOP .....	95
<b>ARTICLE 45</b> .....	<b>96</b>
SENIORITY FOR LAYOFF PURPOSES .....	96
<b>ARTICLE 46</b> .....	<b>98</b>
CONTRACT ADMINISTRATION .....	98
<b>ARTICLE 47</b> .....	<b>101</b>

UNPAID LEAVE OF ABSENCE.....	101
<b>ARTICLE 48 .....</b>	<b>101</b>
INFORMATION TO BE PROVIDED THE ASSOCIATION .....	101
<b>ARTICLE 49 .....</b>	<b>102</b>
EMPLOYEE SICK LEAVE BALANCE STATEMENTS .....	102
<b>ARTICLE 50 .....</b>	<b>102</b>
SPECIAL UNIT PAY .....	102
<b>ARTICLE 51 .....</b>	<b>103</b>
DRUG TESTING.....	103
<b>ARTICLE 52 .....</b>	<b>103</b>
PARKING REIMBURSEMENT.....	103
<b>ARTICLE 53 .....</b>	<b>103</b>
AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT .....	103
<b>ARTICLE 54 .....</b>	<b>105</b>
NOTICES.....	105
<b>ARTICLE 55 .....</b>	<b>105</b>
WAIVER OF FURTHER BARGAINING .....	105
<b>ARTICLE 56 .....</b>	<b>106</b>
AMERICANS WITH DISABILITIES ACT.....	106
<b>ARTICLE 57 .....</b>	<b>106</b>
RETROACTIVE WAGE PAYMENTS.....	106
<b>ARTICLE 58 .....</b>	<b>107</b>
TRAINING STANDARDS PAY .....	107
<b>SIGNATURES.....</b>	<b>110</b>
<b>APPENDIX A .....</b>	<b>111</b>

AGREEMENT  
BETWEEN  
CITY OF MILWAUKEE  
AND  
MILWAUKEE PROFESSIONAL FIRE FIGHTERS' ASSOCIATION  
LOCAL #215, IAFF, AFL-CIO  
EFFECTIVE JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

**PREAMBLE**

1. THIS AGREEMENT is made and entered into at Milwaukee, Wisconsin between the CITY OF MILWAUKEE, a municipal corporation, as municipal employer, hereinafter referred to as "City," and the Milwaukee Professional Fire Fighters' Association, Local #215, International Association of Fire Fighters, AFL-CIO, as the representative of certain employees who are employed by the City of Milwaukee in the Fire Department hereinafter referred to as "Association."
2. The parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship, which exists between them and to enter into a complete agreement covering rates of pay, hours of work and conditions of employment.
3. The parties do hereby acknowledge that this Agreement is the result of the unlimited right and opportunity afforded to each of the parties to make any and all demands and proposals with respect to the subject of rates of pay, hours of work and conditions of employment and incidental matters respecting thereto.
4. This Agreement is an implementation of the provisions of Section 111.70, Wisconsin Statutes, consistent with the legislative authority in effect on the execution date of this Agreement that is delegated to the City Common Council relating to: The Fire Chief, and the Fire and Police Commission (as set forth in Section 62.50, Wisconsin Statutes), the Municipal Budget Law (as set forth in Chapter 65 of the Wisconsin Statutes), and any other statutes and laws applicable to the City.
5. It is intended by the provisions of this Agreement that there be no abrogation of the duties,

obligations or responsibilities of any agency or department of City government which is now expressly provided for respectively either by State Statute or Charter Ordinances of the City of Milwaukee except as expressly limited herein.

## **ARTICLE 1**

### ***DURATION OF AGREEMENT AND TIMETABLE***

1. This Agreement shall be in effect beginning at 12:01 a.m. on January 1, 2007, and ending at 12:01 a.m. on January 1, 2010. This Agreement will terminate on January 1, 2010 unless the parties hereto both agree to extend it beyond that date.
2. Not earlier than June 15, 2009, nor later than July 1, 2009, the Association shall give the City written notice in accordance with the NOTICES Article of this Agreement, indicating areas in a succeeding labor contract in which changes are requested; conferences and negotiations shall be carried on by the parties hereto beginning 30 calendar days following the date such notice is provided.
3. Any matter which directly or indirectly relates to wages, hours or conditions of employment, or which relates to other matters, whether the same are specifically covered by this Agreement or not, will not be a subject for bargaining during the term of this Agreement, provided, however, this item is subject to the provisions of the WAIVER OF FURTHER BARGAINING Article of this Agreement.

## **ARTICLE 2**

### ***RECOGNITION***

1. The Association is recognized as the exclusive bargaining agent for employees in active service and in the following classifications:

Paramedic Field Lieutenant  
Fire Paramedic Field Lieutenant  
Firefighter  
Heavy Equipment Operator  
Fire Lieutenant  
Paramedic Lieutenant (civilian and non-civilian)  
Administrative Fire Lieutenant  
Fire Captain  
Administrative Fire Captain

Vehicle Operations Instructor  
Fire Paramedic  
Vehicle Operations Training Coordinator  
Administrative Captain – EMS  
Fire Captain Incident Safety Officer

If an employee in active service and occupying one of the classifications listed above is placed on an authorized leave of absence without pay, the Association shall also be recognized as the exclusive bargaining agent for that individual during the period of such leave. While on such leave, the individual shall not be covered by this Agreement and shall not be entitled to any of its benefits except as specifically provided herein.

2. The Association recognizes its responsibility to cooperate with the City to assure maximum service at minimum cost to the public consistent with its obligations to the employees it represents.
3. In the event a consolidation occurs in any City department, between City departments or units thereof, whose employees, in part or in whole, are within a recognized bargaining unit and such consolidation results in a combining of the employees in the department who were members of more than one bargaining unit, then a new election shall be requested of the Wisconsin Employment Relations Commission. The certified representative, as determined by the WERC pursuant to the election, shall assume the contractual obligations of each and every consolidated unit as if no consolidation had occurred until the expiration of existing contract terms.
4. In the event new positions not now covered by the recognition provisions of this Agreement are created by the City through action of the Common Council and said positions would be embraced within the bargaining unit, provided the parties agree that the new position(s) should be embraced within the bargaining unit, then the employees appointed to such positions shall be deemed part of such bargaining unit and shall be represented by the bargaining unit and they shall also be covered by the Agreement between the Association and the City.



### **ARTICLE 3**

#### ***ORDINANCE AND RESOLUTION REFERENCES***

This Agreement contains benefits and the terms and conditions under which they are provided employees. The City may establish ordinances, resolutions and procedures to implement and administer these benefits. These ordinances, resolutions and procedures, as well as any other City ordinances or resolutions providing benefits to employees, shall not be deemed a part of this Agreement, nor shall they add to, modify, diminish or otherwise vary any of the benefits or obligations provided in this Agreement, unless the parties shall mutually consent in writing thereto. Other City ordinances and/or resolutions, or parts thereof, in effect on the execution date of this Agreement, as well as those adopted thereafter, that do not conflict with the specific provisions of this Agreement shall remain in force and effect.

### **ARTICLE 4**

#### ***SUBORDINATE TO LEGISLATIVE AUTHORITY***

In the event that the provisions of this Agreement or its application conflicts with the legislative authority delegated to the City Common Council, the Fire Chief, and the Fire and Police Commission (which authority being set forth more fully by: The Milwaukee City Charter; the statutory duties, responsibilities and obligations of the Fire Chief, and the Fire and Police Commission as they are provided for in Section 62.50 of the Wisconsin Statutes; The Municipal Budget Law, which is set forth in Chapter 65 of the Wisconsin Statutes; or other applicable laws or statutes), then this Agreement shall be subordinate to such authority.

### **ARTICLE 5**

#### ***MANAGEMENT RIGHTS***

1. The Association recognizes the right of the City, the Board of Fire and Police Commissioners and Fire Chief to operate and manage its affairs in all respects. The Association recognizes the exclusive right of the Board of Fire and Police Commissioners and/or the Fire Chief to establish and maintain departmental rules and procedures for the administration of the Fire Department during the term of this Agreement provided that

such rules and procedures do not violate any of the provisions of this Agreement.

2. The City has the exclusive right and authority to schedule overtime work as required in the manner most advantageous to the City.
3. The Fire Chief shall establish a vacation days off schedule, holidays off schedule and a work reduction days off schedule. In establishing these schedules the Fire Chief shall determine the maximum number of employees to be off on paid leave at any given time and scheduling of vacation days off, holidays off and work reduction days off shall be subject to this requirement.
4. Present trading practices, as set forth in the Fire Department Order # 07-45, shall continue for the duration of this Agreement. Nothing herein shall be construed as requiring the Department to continue this practice after December 31, 2009.
5. It is understood by the parties that every duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
6. Apparatus assignment shall be at the discretion of the Fire Chief.
7. The City reserves the right to discipline or discharge for cause; except that discipline or discharge of a probationary employee in the Firefighter position classification shall not have to be for cause. The City reserves the right to lay off personnel of the Department. The City shall determine work schedules and establish methods and processes by which such work is performed. The City shall have the right to transfer employees within the Fire Department in a manner most advantageous to the City.
8. Except as otherwise specifically provided in this Agreement, the City, the Fire Chief and the Fire and Police Commission shall retain all rights and authority to which by law they deem it their responsibility to enforce.
9. The City shall have exclusive authority to transfer any governmental operation now conducted by it to another unit of government, and such transfer shall not require any prior negotiations or the consent of any group, organization, union or labor organization whatsoever. It is understood that in the event of transfer of this function to another unit of

government that the Agreement shall remain in effect until its termination date except that either party may terminate such Contract upon 90 days' notification after the date that such transfer shall occur.

10. The City shall have the authority to consolidate the operations of two or more departments and to reorganize the operations within a department. The City agrees, however, that in the event of consolidation of two or more departments that it shall notify the Association 90 calendar days in advance and discuss such consolidation with the Association.
11. The Association recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City.
12. The Association pledges cooperation to increasing departmental efficiency and effectiveness. Any and all rights concerning the management and direction of the Fire Department and the fire force shall be exclusively the right of the City, unless otherwise provided by the terms of this Agreement as permitted by law.
13. Transfer policy practices, as set forth in Fire Department notice # 07-38, shall continue for the duration of this Agreement. Nothing herein shall be construed as requiring the Department to continue those practices after December 31, 2009.

## **ARTICLE 6**

### ***PROBATIONARY EMPLOYEES***

1. Probationary employees in the Firefighter classification shall not be covered by the GRIEVANCE AND ARBITRATION PROCEDURE Article of this Agreement in differences involving matters of Departmental discipline or discharge.
2. Duration of Probationary Period
  - a. Firefighter Classification

The duration of employee probationary periods for employees in the Firefighter classification shall be sixteen (16) months measured from the date of hire unless extended as provided below. If such a probationary employee is absent from duty

on account of sick leave, injury leave, military leave, unpaid leave of absence, maternity/childrearing leave or any other absence from duty, for a combined total of nine (9) or more work shifts, his/her probationary period shall be extended by the time period needed for the probationary employee to work the number of his/her regularly scheduled work shifts equal to the number of work shifts he/she was absent from duty.

b. All Other Classifications

The duration of the probationary period for employees in classifications other than the Firefighter classification shall be prescribed by the Fire and Police Commission.

**ARTICLE 7**

***GRIEVANCE AND ARBITRATION PROCEDURE***

1. GRIEVANCE PROCEDURE

A. Grievances

1) Differences involving the interpretation, application or enforcement of the provisions of this Agreement or the application of a rule or regulation of the Fire Chief affecting wages, hours or conditions of employment and not inconsistent with Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, shall constitute a grievance under the provisions set forth below. Matters of departmental discipline involving application of the rules or regulations of the Fire Chief which are not subject to appeal to the Board of Fire and Police Commissioners shall constitute a grievance under the aforementioned provisions and matters of departmental discipline involving application of the rules or regulations of the Fire Chief which are subject to appeal to the Board of Fire and Police Commissioners shall not constitute a grievance under the aforementioned provision. Matters involving approval of medical (or dental) insurance claims filed by an employee, or medical (or

dental) insurance claims filed by an employee on behalf of his/her dependents, shall not constitute a grievance under the aforementioned provisions. Obligations of the City under CHAPTER 65, Wisconsin Statutes, and any pension matter under the exclusive jurisdiction or control of any duly constituted pension board shall not constitute a grievance under the provisions aforementioned.

- 2) Grievances over discipline shall be initiated at step 1 of the Grievance Procedure except that in cases of discipline administered by the Fire Chief the grievance shall be initiated at step 2 of the Grievance Procedure and be reviewed by the Fire Chief.
- 3) Grievances concerning life insurance or health insurance benefits, other than claims, shall be initiated at Step 3 of the Grievance Procedure and be reviewed by the City Labor Negotiator.
- 4) All grievances and grievance appeals shall set forth the provision of the Agreement and/or the rule or regulation of the Fire Chief under which the grievance was filed. All appeals of duly filed grievances not submitted by the Association or employee (hereinafter referred to as "member") within the time limit specified shall be termed abandoned grievances and as such shall be considered as being resolved in favor of the City and not subject to further consideration under the provisions of the GRIEVANCE AND ARBITRATION PROCEDURE. Abandoned grievances shall not be considered precedent for future cases. Properly prepared and filed grievances shall be answered on behalf of the City within the time limits specified. In the event the City does not answer a properly filed grievance within the time limits, the grievance will move to the next step specified in the GRIEVANCE AND ARBITRATION PROCEDURE. By mutual agreement, the parties may waive any of the steps contained in this GRIEVANCE AND ARBITRATION PROCEDURE.

B. STEPS IN THE GRIEVANCE PROCEDURE

STEP 1:

The aggrieved member shall reduce his/her grievance to writing on a provided numbered form and shall present such written grievance to his/her Association designated representative. The Association designated representative shall meet with the grievant and if the grievant so desires and the Association designated representative determines, the Association designated representative shall present the written grievance within ten (10) calendar days of the occurrence of the incident leading to the grievance to a Board of Investigation of not more than three designated by the Fire Chief. Said grievance shall be in writing and shall be submitted to the individual in the Fire Department Administration designated by the Fire Chief, and therein a request shall be made for a meeting with said Board of Investigation to consider the grievance. The Board of Investigation and the Association Grievance Committee Chairman shall meet at a mutually agreeable time within ten (10) calendar days of receipt of the written grievance to the Board of Investigation. The grievant shall be entitled to be present at such grievance meeting and shall have the right to be represented by the Association Grievance Committee Chairman and the parties shall discuss the grievance in good faith and attempt to resolve the matter. Within ten (10) calendar days of said meeting, said Board of Investigation shall, in writing, advise the Association Grievance Committee Chairman and the grievant of its determination with respect to the grievance setting forth the reasons for its decision.

STEP 2:

If the grievance is not resolved in Step 1 above, the Chairman of the Association Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Board of Investigation, appeal the grievance to the Fire Chief. Such appeal shall be in writing and therein a request shall be made for a meeting between the Fire Chief, the grievant and the Chairman of the Association

Grievance Committee. At the meeting, to be held at mutually agreeable time within ten (10) calendar days of receipt of said written appeal to the Fire Chief, the parties shall discuss the grievance and the various answers and decisions in good faith in an attempt to resolve the grievance. Within ten (10) calendar days of such meeting, unless the time period is mutually extended by the parties, the Fire Chief shall in writing advise the Chairman of the Association Grievance Committee and the grievant as to the Chief's decision with respect to the grievance. If an Association grievance involving a matter of Departmental discipline is not settled at the third step, the Association may proceed to final and binding arbitration as hereinafter provided.

**STEP 3:**

If the grievance does not involve a matter of Departmental discipline and is not resolved in Step 2 above, the Chairman of the Association Grievance Committee may, within ten (10) calendar days of receipt of the answer from the Chief Engineer, appeal the grievance to the City Labor Negotiator. Failure to appeal said answer within this prescribed period of time shall constitute settlement of the grievance. Such appeal shall be in writing and therein a request shall be made for a meeting between the City Labor Negotiator (or his/her designee), the grievant and the Chairman of the Association Grievance Committee. At the meeting, to be held at a mutually agreeable time, the parties shall discuss the grievance and the various answers and decisions in regard thereto in good faith in an attempt to resolve the grievance. Within twenty-five (25) calendar days of receipt of the written appeal to the grievance, unless the time period is mutually extended by the parties, the City Labor Negotiator, shall, in writing, advise the Chairman of the Association Grievance Committee and the grievant as to the City Labor Negotiator's decision with respect to the grievance. If an Association grievance is not settled at the third step, the Association may proceed to final and binding arbitration as hereinafter provided.

## 2. GRIEVANCE ARBITRATION

- A. Final and binding arbitration may be initiated by serving upon the employer a notice in writing of an intent to proceed to final and binding arbitration within thirty (30) calendar days of receipt of the third step answer. Said notice shall identify the grievance and the employees involved.
- B. Unless the parties can, within seven (7) calendar days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the Wisconsin Employment Relations Commission to submit a list of five (5) arbitrators to both parties. The parties, shall, within seven (7) calendar days of the receipt of said list, select the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator.
- C. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties within fifteen (15) calendar days of notification of his/her selection, unless otherwise mutually agreed upon by the parties. The arbitrator shall take such evidence as in his/her judgment is appropriate to the dispute. Statements of positions may be made by the parties and witnesses may be called. In disputes involving application of rules or regulations of the Fire Chief, the Chief or his/her designated representative shall be permitted to participate in the proceeding and to state the Chief's position on the dispute.
- D. The arbitrator shall neither add to, detract from, nor modify the language of the Agreement or of the rules and regulations in arriving at a determination of any issue presented that is proper for final and binding arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.
- E. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issue not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.



- F. In reviewing any difference over application of a departmental rule or regulation under this grievance and arbitration procedure the arbitrator shall take into account the special statutory responsibilities granted to the Fire Chief under Chapter 586, Special Laws of 1911 of the State of Wisconsin, and amendments thereto. The arbitrator, shall not impair the ability of the Fire Chief to operate the department in accordance with the statutory responsibilities under Section 62.50, Wisconsin Statutes, 1977, and amendments thereto, nor shall he/she impair the authority of the Fire Chief to maintain, establish and modify rules and regulations for the operation of the Fire Department, provided such rules and regulations are not in violation of the specific provisions of this Agreement. In addition, the arbitrator shall not prohibit the Fire Chief from executing departmental rules and regulations in a fair and equitable manner.
- G. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.
- H. For the purpose of receiving testimony and evidence, the provisions of Section 788.06 and 788.07 of the Wisconsin Statutes shall apply. The arbitration award shall be reduced to writing and shall be subject to Sections 788.08 through and including 788.15 of the Wisconsin Statutes. All other sections and provisions of Chapter 788 are hereby expressly negated and of no force and effect in any arbitration under this Agreement.
- I. It is contemplated by the provisions of this Agreement that any arbitration award shall be issued by the arbitrator within sixty (60) calendar days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.
- J. The arbitrator shall submit in writing his/her award to the parties.

- K. During the term of the 2007-2009 Agreement, if any change to Wis. Stat. § 62.50 is enacted that affects the Association's ability to arbitrate discipline, the parties will immediately enter into negotiations for the purpose of arriving at mutually satisfactory modifications to this article.

## **ARTICLE 8**

### ***PROHIBITION OF STRIKES AND LOCKOUTS***

1. The Association pledges itself to make every effort to maintain unimpaired the fire service and protection of the community. It shall not cause, condone, counsel or permit its members, or any of them, individually or in concert, to strike, slow down, disrupt, impede or otherwise impair the normal functions of the Department.
2. Should one or more members of the bargaining unit during the term of this Agreement or any extension thereof breach the obligations of subsection 1, the City Labor Negotiator shall immediately notify the officers of the Association that a prohibited action is in progress.
3. The Association shall forthwith, and in any event within twelve (12) hours by the senior responsible officer of the Association, disavow said strike; shall order its member or members in writing to return to work or cease the prohibited activity; and provide the City Labor Negotiator with a copy of its order; or alternatively accept the responsibility for the strike.
4. If the Association disavows the prohibited activity, the City shall not hold the Association financially responsible and the Association shall interpose no defense to the City's imposition of such penalties or sanctions as the City may assess against the participants. Such penalties may include:
  - a. Discharge
  - b. Loss of compensation, vacation benefits and holiday pay
  - c. Extra tours of duty without pay.
5. If an employee or the Association is charged with a violation of subsection 1. or 2. of this

Article, above, it may raise through the grievance procedure a question of: (1) Whether a prohibited activity did in fact exist or occur; and (2) Whether the individual or group of individuals participated in the activity, but it shall not be able to grieve the penalty imposed by the Fire Chief. If the prohibited activity also constitutes a violation of a rule of the Department, and the City elects to stand on such violation, the above rights shall not exist.

6. There shall be no lock out by the City during the term of this Agreement.

## **ARTICLE 9**

### ***DEFINITIONS***

1. "Active Service"

"Active Service," as used herein, shall mean the performance of assigned duties in accordance with the HOURS OF WORK provision of this agreement and shall include time spent by employees on paid leave as provided for herein but shall not include any time spent by employees on leave without pay. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.

2. "Length of Service"

"Length of Service," as used herein, shall mean the duration of time an employee was in active service, including active service while employed as a member of the Fire Department prior to the execution date of this agreement. For purposes of interpretation and construction of the provisions of this Agreement, an employee in the Firefighter job classification shall not accrue credit towards length of service during his/her probationary period; provided, however, upon completion of his/her probationary period and attaining regular status in the job classifications, the employee shall be entitled to retroactive credit towards his/her length of service for time spent in active service as a probationary employee in the Firefighter job classifications.

3. "Employees Covered by This Agreement"

Employees employed in the Milwaukee Fire Department, in active service in the following position classifications, shall be covered by this agreement during its term so long as they remain in active service and within such classifications:

Paramedic Field Lieutenant  
Fire Paramedic Field Lieutenant  
Firefighter  
Heavy Equipment Operator  
Fire Lieutenant  
Paramedic Lieutenant (civilian and non-civilian)  
Administrative Fire Lieutenant  
Fire Captain  
Administrative Fire Captain  
Vehicle Operations Instructor  
Fire Paramedic  
Vehicle Operations Training Coordinator  
Administrative Captain – EMS  
Fire Captain Incident Safety Officer

4. "Paramedic Lieutenant (non-civilian)", "Paramedic Lieutenant (civilian)".

Wherever the term "Paramedic Lieutenant (non-civilian)" is used herein, it shall be applicable to those employees promoted to the position classification Paramedic Lieutenant from the position classification Fire Paramedic. Wherever the term "Paramedic Lieutenant (civilian)" is used herein, it shall be applicable to those employees promoted to the position classification Paramedic Lieutenant from the position classification Paramedic.

5. "Employees," as used herein, shall mean employees covered by this Agreement as hereinbefore defined.
6. "City," as used herein, shall include any person, agent or instrumentality acting on behalf of the City within the scope of its authority, express or implied.

## **ARTICLE 10**

### **BASE SALARY**

1. Commencing on Pay Period 1, 2007 (December 31, 2006) the biweekly base salary paid to employees shall be as follows:
- a. Firefighter
- Fire Paramedic  
Step 1 \$1,347.28

Step 2. 1,403.15  
Step 3. 1,560.12  
Step 4. 1,717.49  
Step 5. 1,891.01  
Step 6. 2,082.39  
Step 7. 2,273.41

b. Heavy Equipment Operator

Step 1 \$1,698.77  
Step 2. 1,736.30  
Step 3. 2,144.57  
Step 4. 2,229.87  
Step 5. 2,407.49

c. Administrative Fire Lieutenant  
Fire Lieutenant  
Paramedic Lieutenant (civilian and non-civilian)  
Vehicle Operations Instructor  
Fire Paramedic Field Lieutenant  
Paramedic Field Lieutenant

Step 1. \$2,172.29  
Step 2. 2,258.09  
Step 3. 2,347.32  
Step 4. 2,440.09  
Step 5. 2,536.64

d. Administrative Fire Captain  
Fire Captain  
Vehicle Operations Training Coordinator  
Administrative Captain - EMS  
Fire Captain Incident Safety Officer

Step 1. \$2,440.09  
Step 2. 2,536.64  
Step 3. 2,637.01  
Step 4. 2,741.37  
Step 5. 2,849.79  
Step 6. 2,962.69

2. Commencing on Pay Period 1, 2008 (December 30, 2007) the biweekly base salary paid to employees shall be as follows:

a. Firefighter  
Fire Paramedic

Step 1. \$1,391.07  
Step 2. 1,448.75  
Step 3. 1,610.82  
Step 4. 1,773.31  
Step 5. 1,952.47  
Step 6. 2,150.07  
Step 7. 2,347.30

b. Heavy Equipment Operator

Step 1. \$1,753.98  
Step 2. 1,792.73  
Step 3. 2,214.27  
Step 4. 2,302.34  
Step 5. 2,485.73

- c. Administrative Fire Lieutenant  
Fire Lieutenant  
Paramedic Lieutenant (civilian and non-civilian)  
Vehicle Operations Instructor  
Fire Paramedic Field Lieutenant  
Paramedic Field Lieutenant

Step 1. \$2,242.89  
Step 2. 2,331.48  
Step 3. 2,423.61  
Step 4. 2,519.39  
Step 5. 2,619.08

- d. Administrative Fire Captain  
Fire Captain  
Vehicle Operations Training Coordinator  
Administrative Captain – EMS  
Fire Captain Incident Safety Officer

Step 1. \$2,519.39  
Step 2. 2,619.08  
Step 3. 2,722.71  
Step 4. 2,830.46  
Step 5. 2,942.41  
Step 6. 3,058.98

3. Commencing on Pay Period 1, 2009 (December 28, 2008) the biweekly base salary paid to employees shall be as follows:

- a. Firefighter  
Fire Paramedic

Step 1. \$1,447.03  
Step 2. 1,506.44  
Step 3. 1,673.37  
Step 4. 1,840.73  
Step 5. 2,025.27  
Step 6. 2,228.80  
Step 7. 2,431.94

- b. Heavy Equipment Operator

Step 1. \$1,820.82  
Step 2. 1,860.74  
Step 3. 2,294.92  
Step 4. 2,385.63  
Step 5. 2,574.53

- c. Administrative Fire Lieutenant  
Fire Lieutenant  
Paramedic Lieutenant (civilian and non-civilian)  
Vehicle Operations Instructor  
Fire Paramedic Field Lieutenant

Paramedic Field Lieutenant

Step 1. \$2,324.40  
Step 2. 2,415.65  
Step 3. 2,510.54  
Step 4. 2,609.20  
Step 5. 2,711.88

- d. Administrative Fire Captain  
Fire Captain  
Vehicle Operations Training Coordinator  
Administrative Captain – EMS  
Fire Captain Incident Safety Officer

Step 1. \$2,609.20  
Step 2. 2,711.88  
Step 3. 2,818.62  
Step 4. 2,929.60  
Step 5. 3,044.91  
Step 6. 3,164.97

4. An employee promoted to the Fire Paramedic Field Lieutenant position classification from the Firefighter position classification shall be paid at the current pay rate of the position classification from which he/she was promoted whenever the employee:
- (1) Is transferred to a Departmental assignment outside of the Paramedic Unit; or
  - (2) Works a Special Duty or Emergency Recall assignment outside of the Paramedic Unit; or
  - (3) Is assigned by the Fire Chief to duties outside of the Paramedic Unit during an emergency situation.

If such a contingency occurs, it shall not constitute a demotion for any purpose.

5. Employees remaining in classifications they were in immediately prior to execution of this Agreement shall continue to be paid at the pay step at which they were paid immediately prior to execution of this Agreement. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is greater than the rate for the maximum pay step of the classification the employee previously occupied, shall, upon entering these classifications, be paid at the lowest numbered pay step which pays more than the biweekly base salary they previously received. Employees entering new classifications during the term of this Agreement, where the biweekly pay rate of the maximum pay step for the new classification is less than or equal to the rate of the maximum pay step for the classification the employee previously occupied, shall continue to be paid at the pay step at which they were paid

immediately prior to entering such new classification if such previously occupied pay step does not exceed the maximum pay step of the new classification; if it does exceed the maximum pay step, such employee shall be paid at the maximum pay step of the new classification. Employees hired for employment during the term of this Agreement shall be paid at the lowest numbered pay step of the classification for which they are employed.

6. Except as provided below, an employee who completes one (1) year of active service within a pay step other than the highest pay step shall advance to the next higher pay step of his/her classification. An employee hired into the Firefighter job classification shall advance from step 1 to step 2 and from step 2 to step 3 in his/her classification after completing eight months of active service in Step 1. and in Step 2., respectively; all additional pay steps in the Firefighter and Paramedic pay range shall be attained upon completing one (1) year of active service.
7. Base salaries of employees shall be paid biweekly and shall be in compensation for the full performance of the regularly scheduled hours of work for the given biweekly pay period in accordance with the HOURS OF WORK provision of this Agreement. When less than the full schedule of hours is worked by an employee during any such biweekly pay period, the employee's biweekly base salary for that period shall be reduced by an amount equivalent to his/her hourly base salary rate computed on the basis of his/her average work week in effect as established under the Hours of Work Article of this Agreement for each hour, or fraction thereof to the nearest 0.1 of an hour, during which work is not performed.
8. The parties agree that where the City deems it necessary to aid recruitment, the City may make reallocations or change recruitment rates during the term of this Agreement; however, in such cases, the City agrees to inform the Association prior to implementing such changes.
9. The City reserves the right to make classification changes, but said changes shall not operate to reduce the salary of current incumbents. These changes shall not be subject to arbitration under any established grievance procedure.



10. Promotions to the position classification Paramedic Lieutenant (civilian and non-civilian) shall be in accordance with rules and procedures established for that purpose by the Fire and Police Commission. All other rights reserved to the FPC in matters involving promotions and examinations for promotional positions shall be applicable to this position classification.
11. Notwithstanding the provisions of paragraph 5, above, employees covered by this Agreement who are promoted from the Firefighter classification to the Fire Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Field Lieutenant, Paramedic Lieutenant or Administrative Lieutenant classification during the term of this Agreement shall be appointed at the fourth pay step, and employees covered by this Agreement who are promoted from the Firefighter classification to the Heavy Equipment Operator classification during the term of this Agreement shall be appointed at the top pay step. Employees covered by this Agreement who are promoted from the Fire Lieutenant or Administrative Lieutenant classification to the Fire Captain or Administrative Fire Captain, Vehicle Operations Training Coordinator, Fire Captain Incident Safety Officer or Administrative Captain – EMS classifications during the term of this Agreement shall be appointed at the fourth pay step.
12. Within sixty days following the execution of the 2007-2009 Agreement, all employees shall participate in direct deposit of paychecks.

## **ARTICLE 10A**

### ***LONGEVITY PAY***

1. Except as provided in subsection 3 of this Article, below, each employee covered by this Agreement at the close of the calendar year who has completed at least ten (10) years of service but less than fifteen (15) years of service as of that time shall be eligible to receive \$250, each employee covered by this Agreement at the close of the calendar year who has completed at least fifteen (15) years of service but less than twenty (20) years of service as of that time shall be eligible to receive \$500 and each employee covered by this Agreement at the close of the calendar year who has completed twenty (20) or more years

of service as of that time shall be eligible to receive \$850. Effective for the payments for calendar year 2008 (paid in 2009), except as provided in subsection 3 of this Article, below, each employee covered by this Agreement at the close of the calendar year who has completed at least ten (10) years of service but less than fifteen (15) years of service as of that time shall be eligible to receive \$300, each employee covered by this Agreement at the close of the calendar year who has completed at least fifteen (15) years of service but less than twenty (20) years of service as of that time shall be eligible to receive \$550 and each employee covered by this Agreement at the close of the calendar year who has completed twenty (20) or more years of service as of that time shall be eligible to receive \$900. An employee's "years of service," as used herein, shall mean his/her active service as a member of the WERC-certified bargaining unit represented by the Association.

2. Except as provided in subsection 3 of this Article, below, payments earned under these provisions shall be made as soon as is administratively practicable after December 31.
3. An employee retiring on a service retirement or a duty disability retirement shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. For purposes of determining eligibility for the benefits provided in subsection 1, above, years of service shall be computed as of the effective date of the employee's normal retirement or duty disability retirement. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's normal retirement or duty disability retirement.
4. Payments made under the provisions of this Article shall not be included in the determination of overtime compensation or any other fringe benefits.
5. Employees who die while in active service shall be entitled to Longevity Pay on a pro-

rated basis for time spent on the Department payroll during the calendar year in which they die. Proration of Longevity Pay will be calculated in accordance with the method specified in section 3, above.

6. An employee on a military leave of absence for performance of duty as a member of the State of Wisconsin National Guard or a reserve component of the Armed Forces of the United States shall be eligible for Longevity Pay benefits for a calendar year prorated on the basis of the employee's active service with the Department in that calendar year subject to the following:
  - a. The military leave is a result of being called to, or volunteering for, active duty under the authority granted to the President of the United States or the Congress of the United States for a period of more than 30 calendar days;
  - b. The length of service requirements provided in section 1., above, shall determine the amount of Longevity Pay benefits to which the employee is entitled;
  - c. Length of service shall be calculated as of the effective date the employee separated from active service with the Department and began his/her unpaid military leave of absence.
  - d. For purposes of prorating Longevity Pay benefits, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.
7. Employees who retire from active service on a normal service retirement pension shall have their longevity pay benefit included in final average salary for purposes of computing the normal service retirement allowance. The amount of the benefit to be included in the final average salary shall be the longevity pay benefit the employee received for the calendar year immediately preceding the employee's date of retirement.

## **ARTICLE 11**

### ***HOURS OF WORK***

1. The normal hours of work shall be established by the Common Council through passage of ordinances from time to time and shall average not more than 49.8 hours per week nor less than 40 hours per week over a calendar year. Notwithstanding the foregoing, the average hourly base salary rate for purposes of computing compensation provided by this Agreement (including but not limited to Special Duty Pay, Emergency Recall Pay, Emergency Overtime, Standby Compensation, Court Overtime, Paramedic Unit Overtime, etc.) shall be calculated on the basis of a 49.8 hour average work week.
2. Within the normal hours of work established as set forth above, the Fire Chief shall establish regular work shifts for employees covered by this Agreement.
3. In the event the Common Council, from time to time during the term of this Agreement, proposes to change ordinances establishing the normal hours of work pursuant to the provisions of this Article, the City Labor Negotiator shall, prior to the enactment of any such ordinances, notify the Association and discuss the proposed changes with the Association.
4. Notwithstanding the foregoing, the City agrees that the ordinance establishing hours of work pursuant hereto that is in effect on the execution date of this Agreement, and the regular work shifts established by the Fire Chief in accordance therewith, shall not be changed during the term of this Agreement so long as the City is not required by law to make overtime payments to employees for work performed during their normal hours of work as established by such ordinance. If and when the City is required by law to make overtime payments to employees for work performed during their normal hours of work, the City may change such ordinance only to the extent of eliminating these required overtime payments by reducing the average normal work week provided by such ordinance.
5. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 12**

### ***EMERGENCY RECALL PAY, EMERGENCY OVERTIME, STANDBY COMPENSATION AND COMPENSATORY TIME OFF***

#### **A. Emergency Recall Pay**

1. Employees covered by this Agreement who are recalled to duty from off-duty status because of an emergency situation shall be compensated in cash at the rate of time and one-half computed on the basis of the hourly rate of pay for their average work week in effect as established under the Hours of Work provision of this Agreement.
2. Such pay will be provided beginning at the time the employee reports for duty and ending at the time the employee is released from duty and only while the employee is performing recall assignments.
3. A minimum of three (3) hours' overtime pay shall be guaranteed for each such occasion of emergency recall.

#### **B. Emergency Overtime**

1. Employees covered by this Agreement who are required to remain on duty at the scene of an alarm after the end of their regular work shift, such work shift being as established by the Fire Chief in accordance with the HOURS OF WORK provision of this Agreement, shall be compensated in cash at the rate of time and one-half computed on the basis of the hourly rate of pay for their average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Such pay shall be granted for each actual hour or nearest 0.1 of an hour spent on duty, beginning at the normal shift change time and ending at the time the employee is released from duty.

#### **C. Standby Compensation**

1. Employees covered by this Agreement who are required to remain in a station after the end of their regular work shift, due to a greater alarm or other emergency, as determined by the Fire Chief, shall be compensated in cash at the rate of time and

one-half computed on the basis of their hourly rate of pay for the average work week in effect as established under the HOURS OF WORK provision of this Agreement.

2. Such pay shall be granted for each actual hour or nearest 0.1 hour of an hour spent on standby duty, beginning at the normal shift change time and ending at the time the employee is released from duty.

D. Compensatory Time Off

1. For those overtime assignments that have traditionally been compensated in compensatory time off (including, but not limited to, assignments at the BIT, Technical Services and Special Teams training), employees may elect to be compensated in compensatory time off at the rate of time and one-half, subject to the limitations of D.2, below.
2. An employee's accumulated compensatory time off at no time shall exceed 225 hours, which is equivalent to 150 hours worked on a time and one-half basis.
3. An employee who has accrued compensatory time off and who has requested to use compensatory time off shall be permitted to do so within a reasonable period after making such request unless such time off would unduly disrupt the department's operations. The requesting and use of compensatory time off shall be governed by the regulations and procedures of the Fire Chief.

E. Provisions Applicable to Emergency Recall Pay, Emergency Overtime, Standby Compensation and Compensatory Time Off

1. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
2. Applications of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
3. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 13**

### ***COURT OVERTIME***

1. Employees covered by this Agreement who are required to appear in court on authorized Fire Department business during their off-duty hours shall be compensated in cash as follows:
  - a. Each court appearance less than or equal to two hours in duration shall be compensated at straight time rates (1x) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement; however, a minimum of two hours' pay at straight time rates (1x), computed as above, shall be granted an employee covered by this Agreement when he/she is officially required to appear in court on his/her own time, provided he/she is excused before completing the two-hour minimum.
  - b. Each court appearance greater than two hours in duration shall be compensated at straight time rates (1x) for the first two hours of such appearance and at a rate of time and one-half (1½x) for all time beyond the first two hours of such appearance. Such compensation shall be computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK Article of this Agreement.
  - c. Notwithstanding the foregoing, within any court appearance, all court-ordered lunch time shall be unpaid.
2. Except as provided in subsection 1.a. of this Article (two-hour minimum), above, such pay shall be granted for each actual hour or nearest 0.1 of an hour spent in court beginning at the time the employee appears in court and ending at the time the employee is released by the court.
3. Employees compensated for a court appearance under the provisions of this Article shall be required to turn over to the City any witness fees received for such appearance and make no subsequent claim for them whatsoever.

4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
5. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
6. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 14**

### ***OVERTIME FOR APPEARANCES BEFORE QUASI-JUDICIAL AGENCIES***

1. An employee covered by this Agreement who is required by the City to appear before a quasi-judicial agency regarding authorized Fire Department business during his/her off-duty hours shall be compensated at a rate of time and one-half (1 & 1/2X) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Such pay shall be granted for each actual hour or nearest 0.1 hour of an hour spent before such quasi-judicial agency, beginning at the time the employee appears before such agency and ending at the time the employee is released by the agency.
3. The hourly pay used in the computation of payments made under the terms of this Article shall be equal to the employee's hourly rate in effect at the time of the appearance for which such compensation is being provided.
4. Overtime earned under the provisions of this Article shall be compensated for in cash or compensatory time off at the discretion of the Fire Chief.
5. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
6. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension



benefits or other fringe benefits.

7. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 15**

### ***SPECIAL OVERTIME FOR PARAMEDIC UNIT PERSONNEL***

1. Employees assigned to paramedic units who are required to attend "Continuing Education Conferences at the County Paramedic Training Center" (hereinafter referred to as "education conferences") in accordance with the Contract for Paramedic Services between the City and Milwaukee County, during their off-duty hours shall be compensated in cash at a time and one-half (1½X) rate computed on the basis of their hourly rate of pay for their average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Such pay shall be granted for each actual hour or nearest 0.1 of an hour spent at the education conference beginning at the time the employee reports to the education conference and ending at the time the education conference ends.
3. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
4. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
5. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 16**

### ***CPR PAY***

1. An employee who has successfully completed an approved course in CPR shall be eligible to receive a \$200 annual payment termed "CPR PAY" for calendar year 2007.
2. a. Payments made under paragraph 1 of this Article, above, shall be paid as soon as is administratively practicable after December 31 of the year in which they were

earned. Pro-rata adjustment to the nearest calendar month will be on the basis of time served in CPR-trained status for those employees who have served in CPR-trained status for less than a calendar year. For purposes of prorating, an employee who has held CPR-status for at least 14 days in a calendar month shall be deemed as having held CPR-trained status for the full calendar month; in the event an employee has held CPR-trained status less than 14 days in a calendar month, the employee shall be deemed as not having held CPR-trained status at all during the calendar month.

- b. An employee who separates from active service on account of voluntary resignation or normal service retirement during a calendar year shall receive the amount set forth in paragraph 1, above, prorated on the basis of his or her active service while covered by this Agreement during that calendar year, computed to the nearest calendar month.
3. Except for employees who separate from active service during a calendar year on account of normal service retirement or voluntary resignation, employees must be in active service and covered by this Agreement on December 31, of a calendar year in order to be eligible for that calendar year's CPR PAY.
4. CPR PAY shall not be construed as being part of the employee's base pay and shall not be included in the computation of overtime or any fringe benefits enumerated in this Agreement.
5. After December 31, 2007, ARTICLE 16, CPR PAY shall be deleted from the Agreement, and CPR PAY shall cease to be paid.

## **ARTICLE 17**

### ***EMT-II PREMIUM PAY***

1. Requirements for the position of Fire Paramedic shall be: successful completion of the Fire Academy and EMT II certification (all future members having EMT-II status must first qualify as Firefighters). Members in this classification may be assigned by the Chief

Engineer to any of the following duties: Fire Suppression or Emergency Medical Services or Fire Suppression and Emergency Medical Services.

2. All members holding an EMT-II certification shall be eligible for a 5% premium in compliance with Milwaukee County contractual guidelines. This premium shall cease in the event that Milwaukee County eliminates its funding for the 5% premium. All ranks shall be eligible for Paramedic training as new openings occur.
3. Any payments made hereunder shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments, overtime benefits or payments (including Special Duty Pay), or any other fringe benefits or payments. Employees who retire from active service on and after January 1, 2006, on a normal service retirement shall have up to a maximum of \$1,000 of EMT-II Premium Pay included in final average salary for purposes of computing the normal service retirement allowance. The amount of EMT-II Premium Pay to be included in the final average salary shall be an amount up to a maximum of \$1,000 of EMT-II Premium Pay received under this Article for the calendar year immediately preceding the employee's date of retirement.

## **ARTICLE 18**

### ***SPECIAL DUTY PAY***

1. When the Fire Chief assigns employees on off days for Special Duty, they shall be compensated in cash at a straight time rate computed on the basis of the employees' hourly rate of pay for the average work week in effect as established under the HOURS OF WORK provision of this Agreement.
2. Whenever the Fair Labor Standards Act (FLSA) requires the City to compensate Special Duty Pay work performed by an employee at a rate of time and one-half (1½x) his/her base salary rate, the City shall comply with this requirement and compensate such work at a rate of time and one-half (1½x) computed on the basis of the employee's hourly rate of pay for the average work week in effect as established under the HOURS OF WORK

Article of this Agreement. Resolution of disputes involving application, interpretation or enforcement of Fair Labor Standards Act provisions applicable to employees covered by this Agreement shall be solely and exclusively reserved to the U.S. Department of Labor and the courts designated by the FLSA for review thereof. Employees in the Paramedic Field Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Lieutenant, Fire Lieutenant and Fire Captain job classifications shall be treated identically as employees in the Firefighter job classification for purposes of determining their eligibility to receive Special Duty Pay compensation at a rate of time and one-half (1½X) whenever the FLSA requires that rate for employees in the Firefighter classification. The City agrees to abide by FLSA overtime premium compensation requirements for employees in these supervisory classification on a voluntary basis, notwithstanding the fact that such employees may otherwise be exempt from such requirements.

3. Except as provided in subsection 4, below, Special Duty Pay assignments shall be made by the Fire Chief, or his designee(s), on a voluntary basis.
4. Whenever the Fire Chief determines that the safety and welfare of the City is in jeopardy because of insufficient numbers of volunteers for Special Duty Pay work, employees shall be required to work Special Duty Pay assignments when so ordered by the Chief in a manner prescribed by the Chief.
5. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
6. Application of the provisions of this Article shall not result in pyramiding of the compensation provided herein with any other compensation to which employees would otherwise be eligible for either under this Agreement or by any other means.
7. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 19**

### ***JOINT LABOR/MANAGEMENT COMMITTEE***

As needed.

## **ARTICLE 20**

### ***FIRE COMPANY AND BATTALION STAFFING***

1. When the Fire Chief determines that there is an operational deficiency in the normal on-duty staffing for Fire Lieutenant or Heavy Equipment Operator, he shall correct such deficiency by an assignment for no more than one work shift from the ranks of Heavy Equipment Operator or Firefighter. Such assignment shall be made from the current eligible list for the classification to which the assignment is to be made. Such employees shall act in rotation. If it is not feasible to utilize the eligible list, or if no such list exists, the assignment shall be made from employees who have requested such assignment in the order of their seniority in the Fire Department on a rotating basis. Such assignment shall be compensated at a rate of \$11 per work shift for employees temporarily assigned as Heavy Equipment Operator, at a rate of \$17 per work shift for employees temporarily assigned as Fire Lieutenant from the rank of Firefighter and \$12 per work shift for employees temporarily assigned as Fire Lieutenant from the rank of Heavy Equipment Operator. Such compensation shall be provided only if the employee so assigned serves for the full work shift. An employee on trade shall not be eligible for such assignment; except that the Chief, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.
2. When the Fire Chief determines that there is an operational deficiency for Battalion Chief, in the normal on duty staffing which has existed for at least 24 hours, he may correct such deficiency by an assignment from the ranks of Fire Captain. Such assignment shall be made on a rotating basis from the current eligible list for Battalion Chief. If it is not feasible to utilize the eligible list, or if no such list exists, it shall be made from employees who have requested such assignment in the order of their seniority in the Fire Department on a rotating basis. Such assignment shall be compensated at a rate of \$17 per work shift.

Such compensation shall be provided only if the employee so assigned serves for the full work shift. An employee on trade shall not be eligible for such assignment; except that the Chief, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.

3. When the Fire Chief determines that there is an operational deficiency in the normal on-duty staffing for Fire Paramedic Field Lieutenant or Paramedic Field Lieutenant, he shall correct such deficiency by an assignment for no more than one work shift from the ranks of Paramedic or Firefighter. Such assignment shall be made from the current eligible lists for Paramedic Field Lieutenant or Fire Paramedic Field Lieutenant on a rotating basis. If it is not feasible to utilize the eligible list, or if no such list exists, it shall be made from employees who have requested such assignment in the order of their seniority in the Fire Department on a rotating basis. Such assignment shall be compensated at a rate of \$17 per work shift. Such compensation shall be provided only if the employee so assigned serves for the full work shift. An employee on trade shall not be eligible for such assignment; except that the Chief, or his designee, may permit an employee on trade to perform such an assignment when he deems it appropriate.
4. All acting assignments must be accepted by an employee if he/she is on a current eligible list for the classification to which the acting assignment is to be made or if he/she has requested an acting assignment to such classification.
5. Payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
6. Except as provided in paragraph 7, below, any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
7. Employees occupying the position classification of Administrative Fire Lieutenant, Fire Lieutenant, Fire Paramedic Field Lieutenant, Paramedic Field Lieutenant, Paramedic Lieutenant, Fire Audiovisual Training Specialist and Vehicle Operations Instructor shall

receive, on a biweekly basis, an amount equal to 1% of his/her biweekly base salary in consideration for underfilling. This amount shall be included in an employees final average salary for purposes of computing pension benefits.

8. Administration and control of the provisions of this Article shall be under the Fire Chief, who may, as he sees fit, in an emergency situation, suspend these provisions.
9. The location of the acting assignment shall be at the sole discretion of the Fire Chief.
10. Effective at the beginning of the first pay period following execution of the 2007-2009 Agreement, the compensation rates per work shift specified in subsections 1, 2 and 3, hereof, shall be increased by \$5.00. Compensation for assignments of one hour or more shall be paid on an hourly basis to the nearest .1 of an hour; there shall be no compensation at all for an acting assignment lasting less than one hour. The hourly rate for acting shall be calculated as the per work shift rate divided by twenty-four.

## **ARTICLE 21**

### ***TEMPORARY PROMOTIONS***

1. Any vacancy in positions represented by the Association bargaining unit which cannot be filled due to the lack of an active eligible list shall be filled on a temporary basis after the vacancy exists for two pay periods from the name highest on the expired eligible list. An appointment so made shall be approved by the Fire and Police Commission and shall be effective until a regular appointment can be made from a new eligible list. Temporary appointees shall have the same authority of command as though they were regular appointees. When a temporary promotion is made, the employee receiving such promotion shall execute a waiver indicating his/her understanding that no promotional seniority credit shall accrue through such appointment and when the vacancy can be filled through promotion from a new eligible list, the appointee reverts back to the former latest position held; provided however, that when an employee temporarily promoted to a higher position subsequently receives a regular appointment to that position without reverting back to his/her former position prior to the effective date of such regular appointment, the

employee shall accrue promotional seniority credit from the effective date of such temporary promotion.

2. An employee filling such vacancy on a temporary basis shall be paid at the pay rate in the vacant position's pay range the employee would have been paid had he/she been promoted to that position under Fire and Police Commission Rule XI, Section 7(b) effective on the date he/she began filling the position on a temporary basis. The employee shall be paid at this pay rate for the time he/she fills the position on a temporary basis; in the event that time exceeds one year, the employee shall be entitled to any additional annual pay increments he/she would have received had he/she been promoted to the position on a regular basis.
3. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 22**

### ***RECRUIT FIREFIGHTING DIVISION ASSIGNMENT***

Departmental assignment procedures shall provide that whenever practicable an employee's first regular work shift following his/her graduation from recruit training at the Fire Training Academy shall not occur earlier than on the second calendar day immediately following such employee's graduation date; if, by decision of Fire Department Management, an employee's first regular work shift following his/her graduation from recruit training at the Fire Training Academy occurs earlier than on the second calendar day immediately following such employee's graduation date the employee shall be compensated in cash at the rate of time and 1/2 computed on the basis of his/her hourly rate of pay for the average work week in effect as established under the Hours of Work Article of this Agreement, for all hours worked on his/her first regular work shift assigned to the Firefighting Division. Any payment made in addition to the employee's base salary under the provisions of this subsection shall not have any sum deducted for pension benefits nor shall such payments be included in determining pension benefits or other fringe benefits.



## **ARTICLE 23**

### ***PENSION RIGHTS***

Except as provided in this Agreement, the City agrees not to change or diminish employee pension benefits provided by Chapters 34 or 36 of the City Charter. Employees covered by this Agreement, individually and collectively, expressly consent and agree to the changes in pension benefits specified in this Agreement even though their implementation by subsequent legislation may be considered a diminishment or impairment of annuities and other benefits within the meaning of Section 36.13(2) of the ERS Act.

## **ARTICLE 24**

### ***PENSION BENEFITS***

Pension benefits for an employee covered by this Agreement who is a member of the Employees' Retirement System of Milwaukee (ERS) shall be those benefits defined in Chapter 36 of the City Charter (ERS Act) that are applicable to a "fireman". These pension benefits shall continue unchanged during the term of this Agreement. Solely for purposes of the global pension settlement, employees who are on a medical leave of absence on January 1, 2000, and other like situations as mutually agreed to by the City and the Union, shall be considered to be in active service on January 1, 2000. Creditable service for active military service, as provided in 36-04-c, shall be extended to employees represented by the Association who participate in the combined fund and who retire on a service retirement on and after January 1, 2003. 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.

## **ARTICLE 25**

### ***LIFE INSURANCE***

#### 1. Amount of Life Insurance Coverage

a. Employees under age 65 shall be eligible to elect and maintain life insurance coverage in an amount equivalent to one and one-half times their annual base salary rate, rounded to the next higher thousand dollars, so long as they remain in active service and are under age 65. Upon attaining age 65, the amount of life insurance coverage to which an employee is entitled shall be reduced to an amount equal to 100% of the employee's annual base salary rate, rounded to the next higher thousand dollars; this reduction shall become effective on the first of the month next following the month in which the employee attains age 65 and shall remain in effect so long as the employee remains in active service.

#### b. Adjustment of Coverage

The amount of life insurance coverage to which an employee is entitled shall be adjusted semi-annually on January 1 and July 1 of the calendar year to reflect changes in the employee's annual base salary rate. The term, "Annual Base Salary Rate," as used herein, shall be defined as an amount equivalent to the employee's biweekly base salary, as his/her biweekly base salary is defined and determined under the BASE SALARY Article of this Agreement, divided by fourteen (14) and then multiplied by three hundred and sixty-five (365).

#### c. Conditions and Eligibility for Election of Coverage

(1) Subject to the terms and conditions provided in subsections 1.c.(2) through 1.c.(6) of this Article, below, an employee shall be entitled to elect the amount of life insurance coverage provided in subsection 1.a., above, upon completion of 180 consecutive calendar days of active service as a full-time

(at least 40 hours per week) employee following his/her initial date of employment with the City.

- (2) The election of life insurance coverage shall be in a manner prescribed by the City.
- (3) An employee meeting the eligibility requirements for election of life insurance coverage must make such election within 30 consecutive calendar days after the date his/her eligibility is first established. If the employee fails to make such election within this time limit, the election shall be made only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.
- (4) An employee shall become entitled to the life insurance coverage provided in subsection 1., above, 30 consecutive calendar days following the date he/she elects such coverage.
- (5) An employee re-employed subsequent to a separation from active service, for whatever reason, must re-establish his/her eligibility for life insurance coverage on the same basis that would be applicable to a new employee having the same starting date that the re-employed employee had following re-employment.
- (6) An employee who has previously waived life insurance coverage provided by the City, either hereunder or otherwise, while employed with the City or a City Agency (the term, "City Agency" being as defined in subsection 36.02(8) of the Milwaukee City Charter, 1971 compilation, as amended) shall be permitted to elect life insurance coverage only on such terms and conditions as are established and maintained from time to time by the City and/or its life insurance carrier.

d. Cost of Life Insurance Coverage

Employees eligible for the life insurance coverage described under Subsection 1.a. of this Article, above, who elect such coverage, shall pay to the City an amount

equal to \$.21 per month for each \$1,000 of coverage in excess of \$45,000. These payments shall be accomplished by periodic deductions from employees' biweekly paychecks. The City shall make all other necessary payments for the life insurance coverage described in Section 1. of this Article, above.

2. Conditions and Limitations on Benefits

- a. An employee eligible to elect life insurance coverage must elect the maximum amount to which he/she is entitled to under subsection 1.a., above.
- b. The life insurance benefits provided hereunder shall only cover employees while they are in active service.
- c. The terms and conditions for receipt of the life insurance benefits provided hereunder shall be as provided for either in the contract between the City and the carrier providing the benefits or, if the City elects to provide these benefits on a self-insured basis, by the City.

3. Right of City to Change Carrier

It shall be the right of the City to select and, from time to time, to change the carrier(s) that provide the benefits set forth above. The City shall, at its sole option, have the right to provide these life insurance benefits on a self-insured basis.

**ARTICLE 26**

***HEALTH INSURANCE***

1. Benefits

a. Basic Plan

Basic Plan health insurance benefits shall be the same as the Basic Plan benefits that were provided in the 2004-2006 City/Association Agreement, except for the following changes in these benefits:

- (1) Every medical procedure that can be performed on an outpatient basis shall not be covered by these benefits when the procedure is performed on a hospital inpatient basis. Procedures that can be performed on an outpatient

basis that are done on an inpatient basis in conjunction with other procedures requiring inpatient status, or any procedures performed on an inpatient basis that constitute a medically verifiable exception (as determined by the Utilization Review Contractor providing Basic Plan health insurance benefits) to the requirement that it be performed on an outpatient basis, shall be covered.

- (2) A Utilization Review Case Management Program shall be established by the City for all elective procedures. Elective procedures subject to the UR/CM program shall include all treatments for mental health disorders and substance abuse and home health care services. The program would be an independent review that assures each patient that the proposed hospitalization is necessary, based upon the medical condition of the patient, delivered in the most appropriate medical setting (inpatient or outpatient) and fair and equitably priced. Whenever an elective procedure is recommended for an employee, or his/her dependents, by a physician, the employee shall be required to notify the designated UR/CM program representative of this fact by telephone at the time such procedure is recommended, in accordance with procedures established by the Employee Benefits Manager for that purpose. Any elective procedure not submitted to the designated UR/CM program representative shall not be covered by these benefits. UR/CM shall determine whether or not a procedure is elective. Within 48 hours of the hospital admission time for any urgent or emergency procedure performed on an employee, or his/her dependents, the employee or adult responsible for him/her, shall be required to notify the designated UR/CM program representative of this fact by telephone in accordance with procedures established by the Employee Benefits Manager for that purpose; provided however, that if bona fide medical circumstances applicable to the employee preclude compliance with the 48-hour

notification requirement, UR/CM shall authorize reasonable extension of this time limit consistent with such medical circumstances or the availability of an adult responsible for the employee. Following its review of an elective procedure contemplated for an employee, or his/her dependents, UR/CM will inform the employee of its determination in respect to approval or denial of the procedure.

- (3) The major medical deductible shall be \$100 per person, \$300 per family maximum on the Basic Plan.
- (4) Transplant Benefit
  - (a) Medically necessary human to human heart transplants shall be added as a covered benefit under the Basic Plan. The participant must obtain prior authorization from the Utilization Review contractor and is subject to the terms and conditions of the Utilization Review program set forth in subsection 1.a.(2) of this Article, above.
  - (b) The aggregate lifetime maximum benefit limit per participant for all organ or tissue transplant services for all covered transplant procedures is \$250,000. This aggregate lifetime maximum benefit limit applies to all benefits arising out of an organ or tissue transplant.
- (5) The maximum annual benefit per participant for outpatient services for alcoholism, drug abuse and nervous and mental disorders provided in the outpatient department of a hospital, an Outpatient Treatment Facility or a physician's office, that is provided under the "Hospital Surgical-Medical Group Master Plan Document for City of Milwaukee" shall be two thousand dollars (\$2,000). All other provisions of such benefit shall remain unchanged. The maximum benefits provided under the "Major Medical Coverage" section of the Basic Plan for benefits for professional services

for psychiatric care, including any type of nervous or mental care provided to a participant without confinement, shall be 80% of two thousand dollars (\$2,000) of charges.

- (6) The Major Medical lifetime maximum shall be \$500,000.
- (7) Data obtained through the Health Risk Assessment (HRA) shall not be shared with the City of Milwaukee Worker's Compensation Section.

b. Health Maintenance Organization (HMO) Plans

- (1) Except as provided in 1.b.(2), hereunder, employees shall have the right to select coverage under an HMO Plan approved by the City in lieu of coverage provided by the Basic Plan. The benefits for employees enrolled in an HMO plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations.
- (2) Effective upon execution of the 2007-2009 Agreement, the City may offer to employees an Exclusive Provider Organization (EPO) Plan instead of or in addition to a Health Maintenance Organization (HMO) Plan. An EPO Plan offered by the City shall use a Southeastern Wisconsin network and shall only include in-network benefits. There shall be no coverage for services obtained outside of the EPO Plan network. The benefits for employees enrolled in an EPO Plan offered by the City shall be the uniform benefits specified in the 1999-2000 City of Milwaukee's Request for Proposals from Health Maintenance Organizations. In the event that the City offers an EPO Plan instead of or in addition to an HMO Plan, any references to "Health Maintenance Organization" or "HMO" in this Agreement shall be understood to also refer to an "Exclusive Provider Organization", "EPO", or to a combination of Health Maintenance Organizations and Exclusive Provider Organizations.
- (3) Effective at the beginning of the first full calendar month following

execution of the 2007-2009 Agreement, the following co-payments shall be implemented:

- (a) An employee shall pay a \$10.00 office visit co-payment (OVCP) for all office or urgent care visits due to illness or injury, except as noted in 1.b.(3)(b) and (c), hereunder.
- (b) The OVCP shall be waived for preventive exams, tests, and other age-appropriate procedures as determined by the plan for screening, pre-natal and baby wellness.
- (c) The OVCP shall be waived for on-going disease management office visits as determined by the plan.
- (d) An employee shall pay a \$50.00 emergency room co-payment for each emergency room visit.
- (e) The prescription drug card plan under the uniform benefits shall be replaced with a three-tier drug card plan. The designation of legend drugs and the assignment of drugs to the following tiers shall be determined by the plan:
  - i. Tier 1 co-payment equal to \$5.00;
  - ii. Tier 2 co-payment equal to \$17.00;
  - iii. Tier 3 co-payment equal to \$25.00;
  - iv. Legend Drugs co-payment equal to \$5.00;
  - v. Mail Order Drug co-payment amount for a three-month or 90-day supply shall be equal to the co-payment amount for a two-month or 60-day supply.

- (4) Data obtained through the Health Risk Assessment (HRA) shall not be shared with the City of Milwaukee Worker's Compensation Section.

c. Basic Dental Plan

Basic Dental Plan insurance benefits shall be the same as the benefits provided for in the DENTAL SERVICES GROUP CONTRACT FOR THE CITY OF



MILWAUKEE, effective March 1, 1984 (such contract approved by Common Council resolution file #82-2109-n, adopted March 2, 1984). The dental insurance coverage for an eligible employee electing coverage under the Basic Dental Plan shall be in lieu of the coverage provided by Prepaid Dental Plans (PDP).

d. Prepaid Dental Plans (PDP)

Employees shall have the right to select coverage under a Prepaid Dental Plan (PDP) approved by the City in lieu of the coverage provided by the Basic Dental Plan.

e. Provisions Applicable to All Plans:

- (1) The City will not pay for any services or supplies that are unnecessary according to acceptable medical procedures.
- (2) The City shall have the right to require employees to execute a medical authorization to the applicable Group to examine employee medical and/or dental records for auditing purposes.
- (3) The City shall have the right to establish methods, measures and procedures it deems necessary to restrict abuses and/or excessive costs in application of the benefits provided under subsections 1.a. through 1.d., inclusive, of this Article, above.
- (4) The City, in conjunction with its insurance carrier, shall have the right to develop and implement any other cost containment measures it deems necessary.
- (5) An employee's health/dental insurance benefits provided by this Article shall terminate on the last day of the calendar month in which the employee is removed from the Fire Department payroll; provided however, that when an employee is suspended from duty without pay, such benefits shall not terminate on the last day of the calendar month in which the suspension begins if the suspension ends prior to the last day of the next following calendar month. The Fire Department Administration will provide written

advance notice to an employee indicating the date on which his/her health/dental insurance coverage will be terminated. Notwithstanding the foregoing, an employee's health insurance coverage shall not terminate so long as he/she and/or his/her dependent(s) are eligible for and receiving health insurance coverage under the specific provisions of this Agreement that are applicable to individuals not on the Department payroll. This exception does not extend the termination date of an employee's dental insurance coverage beyond the last day of the calendar month in which the employee is removed from the Department payroll.

- (6) An annual Health Risk Assessment (HRA), which shall include basic biometrics, a written health risk assessment questionnaire and a blood draw, shall be implemented as soon as practicable following execution of the Agreement.
- (7) Both a Wellness and Prevention Program and Committee shall be implemented. A description of both the program and the committee is appended hereto as Appendix A.

## 2. Eligibility for Benefits

### a. Employees in Active Service

- (1) Basic Plan and Health Maintenance Organization (HMO) Plans.  
Employees in active service shall be entitled to health insurance benefits under either the Basic Plan or an HMO Plan at their option so long as they remain in active service.
- (2) Dental Benefits  
Employees in active service shall be entitled to the Dental Plan benefits provided in subsections 1.c. or 1.d. of this Article so long as they remain in active service. Employees in active service who elect to participate in either the Dental Plan or a Prepaid Dental Plan (PDP) shall be required to maintain the same enrollment status that they maintain for their health

insurance benefits. Individuals not in active service shall not be eligible for dental benefits.

b. Duty Disability

- (1) Except as provided in b.(2), below, employees in active service who commence receiving a duty disability retirement allowance between January 1, 2007, and December 31, 2009, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 34.01(50) of the City Charter, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article, above, between January 1, 2007, and December 31, 2009, so long as they continue to receive such duty disability retirement allowance and so long as they are less than age 65. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree would have attained age 65.
- (2) An employee in active service who commences receiving a duty disability retirement allowance of 90% of his/her current salary between January 1, 2007, and December 31, 2009, as such allowance is defined in Section 36.05(3) of the ERS Act or Section 34.01(50) of the City Charter, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article, above, between January 1, 2007, and December 31, 2009, so long as he/she continues to receive such duty disability retirement allowance. If a duty disability retiree eligible for these benefits dies prior to attaining age 65, the duty disability retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased duty disability retiree would have attained age 65.

c. Employees Who Retire During the Term of This Agreement

Employees in active service who retire on normal pension (as this term is defined

under the applicable provisions of Chapter 36 of the City Charter, 1971 compilation as amended) between January 1, 2007, and December 31, 2009, with at least 15 years of creditable service, shall be entitled to the benefits provided in subsections 1.a. or 1.b. of this Article, above, between January 1, 2007, and December 31, 2009, so long as they are less than age 65. If a retiree eligible for these benefits dies prior to attaining age 65, the retiree's surviving spouse shall be eligible for these benefits until the last day of the month in which the deceased retiree would have attained age 65. Retiree health insurance benefits shall be extended to employees who retire on normal pension pursuant to the Global Pension Settlement.

d. Duty Death

A surviving spouse who becomes eligible to receive a pension under the provisions of either Section 36.05(5) of the ERS Act or Chapter 34.01(34) of the Milwaukee City Charter, on or after January 1, 2007, shall be entitled to the benefits provided in subsections of 1.a. or 1.b. of this Article between January 1, 2007, and December 31, 2009, so long as the surviving spouse continues to receive such pension and is less than age 65.

3. Cost of Coverage -- Basic Plan or HMO Plan

a. Employees in Active Service

(1) Basic Plan - Calendar years 2007, 2008, and 2009

(a) Prior to implementation of a Health Risk Assessment (HRA), an employee enrolled in the Basic Plan shall contribute an amount toward meeting the subscriber cost in the Basic Plan of \$75.00 per month for single enrollment when such employee's enrollment status is single and \$150.00 per month for family enrollment when such employee's enrollment status is family.

(b) Effective the first full calendar month following implementation of the annual HRA, but not sooner than January 1, 2009, for active

employees enrolled in the Basic Plan, the employee contributions shall be as follows:

- i. The employee contribution shall increase to \$85.00 per month for single enrollment when an employee's enrollment status is single and to \$170.00 per month when an employee's enrollment status is family.
  - ii. The employee contributions shall also increase \$20.00 per month over the amounts specified in 3.a.(1)(b)i., above, for each adult covered by the plan (maximum of two, excluding dependent children) who chooses not to fully participate in and complete the HRA.
  - iii. For an employee in the single plan and for an employee and his or her spouse (if applicable) in the family plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be \$75.00 per month for single enrollment when an employee's enrollment status is single and \$150.00 per month for family enrollment when an employee's enrollment status is family. The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis. Any subscriber costs for single or family enrollment in excess of the above-stated amounts shall be paid by the City.
- (2) Health Maintenance Organization – Calendar Years 2007 and 2008
- (a) For employees in active service enrolled in a health maintenance organization during calendar years 2007 and 2008, the City will contribute an amount towards meeting the subscriber cost for enrollment in the HMO Plan elected of up to 100% of the monthly subscriber cost of single enrollment in the HMO offered by the City

pursuant to section 1.b., hereof, having the lowest single enrollment subscriber cost to the City when an employee's enrollment status is single or up to 100% of the monthly subscriber cost of family enrollment in the HMO offered by the City pursuant to section 1.b., hereof, having the lowest family enrollment subscriber cost to the City when an employee's enrollment status is family. If the subscriber cost for enrollment in the plan elected exceeds the maximum City contribution provided, the employee shall have the amount of excess cost deducted from his/her paycheck on a monthly basis.

(3) HMO – Calendar Year 2009

- (a) Effective January 1, 2009, an employee enrolled in an HMO plan shall contribute \$20.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$40.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family.
- (b) Effective the first full calendar month following implementation of the annual HRA but not sooner than January 1, 2009, an employee enrolled in an HMO plan shall contribute the following amounts:
  - i. An employee shall contribute \$30.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is single and \$60.00 per month toward the monthly subscriber cost of the HMO plan when such employee's enrollment status is family
  - ii. An employee shall also contribute an additional \$20.00 per month over and above the amount specified in (3)(b)i., above, for each adult (maximum of two, excluding

dependent children) who chooses not to fully participate in and complete the HRA.

iii. For an employee in a single HMO plan and for an employee and his or her spouse (if applicable) in a family HMO plan who participate fully in the HRA and who do not smoke (as determined by the HRA), the employee contribution shall be reduced to \$20.00 per month for single enrollment when an employee's enrollment status is single and \$40.00 per month for family enrollment when an employee's enrollment status is family.

(c) In addition to the amounts specified in subsections (3)(a) and (3)(b), above, an employee who enrolls in an HMO plan whose monthly subscriber cost exceeds that of the lowest cost HMO plan shall also contribute a monthly amount equal to the difference between the monthly subscriber cost of the plan selected and the monthly subscriber cost of the lowest cost HMO plan.

(d) The amount of employee contribution shall be deducted from the employee's pay check on a monthly basis.

(e) The maximum City contributions provided above shall be determined by the employee's effective enrollment status; when his/her enrollment status is single, the above maximum shall be computed using the subscriber cost established for single enrollment status and when it is family, such computation shall be based on the subscriber cost established for family enrollment status.

(4) An employee who exhausts his/her sick leave during the term of this Agreement shall be permitted to maintain the benefits for the plan he/she

was covered under on the date his/her sick leave was exhausted for up to six (6) months immediately following that date so long as the employee is unable to return to work because of medical reasons. For calendar years 2007, 2008 and 2009, the City's contribution shall be as provided in subsection 3.a. of this Article, above. This provision shall not cover retirees (including disability retirements).

b. Duty Disability

For Calendar Years 2007, 2008 and 2009

Depending on the individual's single/family enrollment status, the cost of coverage for individuals receiving a duty disability retirement allowance shall be as provided for in subsection 3.a. of this Article, above.

c. Employees Who Retire During the Term of This Agreement

(1) For eligible employees who retire between January 1, 2007, and December 31, 2009, the City will make monthly contributions towards meeting the monthly subscriber cost of their enrollment status in the plan elected by the retiree as follows:

(a) Single Enrollment Status

For retirees with single enrollment status, the City will contribute an amount up to the percentage of the subscriber cost for single enrollment in the Basic Plan that is determined by the formula provided in subsection 3.c.(1)(c) during the period after retirement the retiree is less than age 60 and an amount up to 100% of the subscriber cost for single enrollment in the Basic Plan during the period after retirement the retiree is at least age 60 but less than age 65.

(b) Other Than Single Enrollment Status

For retirees with other than single enrollment status, the City will



contribute an amount up to the percentage of the subscriber cost for his/her enrollment status in the Basic Plan that is determined by the formula provided in subsection 3.c.(1)(c) during the period after retirement the retiree is less than age 65. The retiree's enrollment status in the plan elected shall be determined by the City. In no event, shall a retiree with an enrollment status other than single enrollment be permitted to substitute two single contracts for his/her actual enrollment status if the total premium rate for the two single contracts is less than the premium rate for the employee's actual enrollment status as determined by the City.

(c) Contribution Formula

i. Formula For Employees Whose Normal Hours of Work Exceed 40 Hours Per Week

<u>Unused Sick Leave</u>	<u>City Contribution</u>
Less than 70 work days.....	65%
At least 70 work days, but less than 74 work days.....	66%
At least 74 work days, but less than 78 work days.....	67%
At least 78 work days, but less than 82 work days.....	68%
At least 82 work days, but less than 86 work days.....	69%
At least 86 work days, but less than 90 work days.....	70%
At least 90 work days, but less than 94 work days.....	71%
At least 94 work days, but less than 98 work days.....	72%
At least 98 work days, but less than 102 work days.....	73%
At least 102 work days, but less than 106 work days.....	74%

At least 106 work days, but  
less than 110 work days.....75%

At least 110 work days, but  
less than 114 work days.....76%

At least 114 work days, but  
less than 118 work days.....77%

At least 118 work days, but  
less than 122 work days.....78%

At least 122 work days, but  
less than 126 work days.....79%

At least 126 work days, but  
less than 130 work days.....80%

At least 130 work days, but  
less than 133 work days.....81%

At least 133 work days, but  
less than 136 work days.....82%

At least 136 work days, but  
less than 139 work days.....83%

At least 139 work days, but  
less than 142 work days.....84%

At least 142 work days, but  
less than 145 work days.....85%

At least 145 work days, but  
less than 148 work days.....86%

At least 148 work days, but  
less than 151 work days.....87%

At least 151 work days, but  
less than 154 work days.....88%

At least 154 work days, but  
less than 157 work days.....89%

At least 157 work days, but  
less than 160 work days.....90%

At least 160 work days, but  
less than 163 work days.....91%

At least 163 work days, but  
less than 166 work days.....92%

At least 166 work days, but

less than 169 work days.....93%

At least 169 work days, but  
less than 172 work days.....94%

At least 172 work days, but  
less than 175 work days.....95%

At least 175 work days, but  
less than 178 work days.....96%

At least 178 work days, but  
less than 181 work days.....97%

At least 181 work days, but  
less than 184 work days.....98%

At least 184 work days, but  
less than 187 work days.....99%

At least 187 work days.....100%

ii. Formula For Employees Whose Normal Hours of Work  
Average 40 Hours Per Week:

<u>Unused Sick Leave</u>	<u>City Contribution</u>
Less than 150 work days.....	65%
At least 150 work days, but less than 159 work days.....	66%
At least 159 work days, but less than 167 work days.....	67%
At least 167 work days, but less than 176 work days.....	68%
At least 176 work days, but less than 184 work days.....	69%
At least 184 work days, but less than 193 work days.....	70%
At least 193 work days, but less than 201 work days.....	71%
At least 201 work days, but less than 210 work days.....	72%
At least 210 work days, but less than 219 work days.....	73%
At least 219 work days, but less than 227 work days.....	74%

At least 227 work days, but  
less than 236 work days.....75%

At least 236 work days, but  
less than 244 work days.....76%

At least 244 work days, but  
less than 253 work days.....77%

At least 253 work days, but  
less than 261 work days.....78%

At least 261 work days, but  
less than 270 work days.....79%

At least 270 work days, but  
less than 278 work days.....80%

At least 278 work days, but  
less than 285 work days.....81%

At least 285 work days, but  
less than 291 work days.....82%

At least 291 work days, but  
less than 298 work days.....83%

At least 298 work days, but  
less than 304 work days.....84%

At least 304 work days, but  
less than 311 work days.....85%

At least 311 work days, but  
less than 317 work days.....86%

At least 317 work days, but  
less than 324 work days.....87%

At least 324 work days, but  
less than 330 work days.....88%

At least 330 work days, but  
less than 336 work days.....89%

At least 336 work days, but  
less than 343 work days.....90%

At least 343 work days, but  
less than 349 work days.....91%

At least 349 work days, but  
less than 356 work days.....92%

At least 356 work days, but

less than 362 work days.....	93%
At least 362 work days, but less than 369 work days.....	94%
At least 369 work days, but less than 375 work days.....	95%
At least 375 work days, but less than 381 work days.....	96%
At least 381 work days, but less than 388 work days.....	97%
At least 388 work days, but less than 394 work days.....	98%
At least 394 work days, but less than 400 work days.....	99%
At least 400 work days.....	100%

- iii. The employee's normal hours of work for his/her last duty assignment prior to retirement shall determine under which formula his/her benefits are computed; if the assignment exceeded 40 hours per week, the benefit shall be computed under subsection i. and if it averages 40 hours per week, the benefit shall be computed under subsection ii.

Unused Sick Leave is expressed in work days and represents the amount of earned and unused sick leave credited to an employee's sick leave account on the effective date of his/her retirement.

City Contribution is expressed as a percentage of the effective Basic Plan subscriber cost for the enrollment status applicable to the retiree and represents the maximum contribution made by the City on behalf of such retiree.

Work Day, as used herein, is the employee's regular work shift as established under the Hours of Work Article.

If the per capita subscriber cost for enrollment in the plan selected by the

retiree exceeds the maximum City contribution for retirees provided, the retiree shall have the amount of such excess cost deducted from his/her pension check.

(2) Surviving Spouse

The provisions of subsection 3.c.(1) shall be applicable to a surviving spouse eligible for retiree health insurance benefits under subsections 2.b. or 2.c. of this Article. An eligible surviving spouse without eligible dependents shall be covered by subsection 3.c.(1)(a); in all other circumstances, he/she shall be covered by subsection 3.c.(1)(b). For purposes of interpretation and administration, the age the deceased retiree would have been shall determine the City contribution.

d. Duty Death

Depending on single/family enrollment status, the cost of coverage for the surviving spouse of an employee receiving a duty death pension, under either Section 36.05(5) of the ERS Act or Chapter 34.01(34) of the Milwaukee City Charter shall be as provided for in subsection 3.a. of this Article.

e. Cost of Health Insurance After Age 52 Conversion From Duty Disability Upon Attaining Age 52 and 25 Years of Service

Upon conversion from a duty disability retirement allowance to a service retirement allowance, the cost of the retiree health insurance coverage to which he/she is entitled hereunder until he/she attains age 63 shall be as provided under subsection 3.a. of this Article, above. These costs shall be in lieu of the costs specified under subsection 3.c. Thereafter, until attainment of age 65, the cost of such coverage shall be as provided under subsection 3.c. of this Article except that the individual's unused sick leave as of the effective date his/her duty disability retirement allowance commenced shall be used to compute the City-paid retiree health insurance benefits to which he/she is entitled hereunder.

4. Cost of Coverage -- Dental Plan Only

During the time period of January 1, 2007, through December 31, 2009, the City will contribute an amount up to \$13.00 per month for single enrollment and an amount up to \$37.50 per month for family enrollment towards meeting the subscriber cost of the dental plan. If the subscriber cost for single or family enrollment in the dental plan exceeds the maximum City contribution provided, the employee shall have the amount of such excess cost deducted from his/her paycheck on a monthly basis.

5. Self-Administration Offset

The per capita subscriber costs associated with the health or dental insurance coverage provided by each of the plans listed in subsection 1., above, includes amounts allocable to the administrative costs of the carriers providing such coverage. If the City elects to self-administer the Basic Plan and/or the Basic Dental Plan, then effective with the calendar month during which this election becomes effective, and so long as it continues in effect, the maximum City contributions provided in subsections 3 and 4, above, for employees covered by such a self-administered plan shall be reduced by an amount equal to 100% of the difference between the monthly administrative costs associated with such plan prior to the effective date it became self-administered and the monthly administrative costs associated with the plan when it is self-administered, capitated for each subscriber in the plans on the basis of single or family enrollment status. While in effect, this provision shall not increase an employee's payroll deductions required to meet the costs of his/her health/dental insurance benefits beyond the deductions that would be required under subsections 3, 4 and 8 of this Article, if the provision was not in effect.

6. Right of City to Select Carrier

It shall be the right of the City to select and, from time to time, to change any of its carriers that provide the benefits set forth in subsection 1. of this Article; at its sole option, the City shall have the right to provide any or all of these benefits on a self-insured basis and/or to self-administer them (in this circumstance, the term "carrier" as used in this Article shall also mean self-insurer and/or self-administrator).

7. Non-duplication

- a. If more than one City employee is a member of the same family, as that term is defined in provisions of the Plans defined in subsection 1. of this Article, the coverage shall be limited to one family plan.
  - b. In the event a program of health insurance is adopted by the Federal or State government and the City is required or elects to participate, benefits under the City plan shall be coordinated with such systems but shall not operate to increase or diminish the extent of the coverage.
  - c. A retiree shall be ineligible to receive the retiree health insurance benefits provided hereunder when receiving health insurance benefits from other employment or from the employment of the retiree's spouse if the benefits received by the spouse cover the retiree.
  - d. City health insurance cost contributions provided hereunder to retirees shall be in lieu of any other City retiree health insurance contributions provided by ordinance, resolution or by other means, while retirees are receiving the benefits hereunder.
  - e. After the deductible is paid, the employee's share of the cost for claims made under the Major Medical co-insurance provisions shall not be less than 20%.
  - f. In the event an employee or eligible dependent becomes eligible for Medicare benefits prior to attaining age 65, the City will contribute an amount up to the City's maximum contribution provided in subsection 3.c.(1), of this Article towards the cost of coverage for the City's Medicare Supplemental Plan.
8. Employees on Leave of Absence
- Employees in active service may elect to be covered by the benefits in subsections 1.a. or 1.b. of this Article, above, while on an authorized leave of absence. Individuals on an authorized leave of absence shall pay 100% of the cost associated with their coverage. The rates for such coverage shall be determined by the City and may be adjusted from time to time. This provision shall be applicable only during the first 12 months of an employee's authorized leave of absence.
9. There shall be a 270-day waiting period for pre-existing conditions for the benefits



provided by the Basic Plan. This 270-day waiting period shall not apply to employees who: (a) retire during the term of this Agreement; and (b) following their retirement, are not enrolled in the Basic Plan; and (c) subsequently elect to enroll in the Basic Plan while still eligible to receive the Basic Plan benefits provided to retirees by this Agreement. Said waiting period shall also not apply to surviving spouses of such employees who, following the death of their employee-spouses, elect to enroll in the Basic Plan during the period of time they are eligible hereunder to receive the Basic Plan benefits provided by this Agreement. Such waiver of the 270-day waiting period shall not be available more than once during the lifetime of an employee and/or his/her surviving spouse.

10. Effective Date

Except where specifically provided otherwise herein, the provisions of this Article shall be deemed to be in force and effect beginning January 1, 2007, and ending December 31, 2009.

**ARTICLE 27**

***TERMINAL LEAVE***

1. Terminal Leave Benefits

a. Employees Whose Normal Hours of Work Exceed 40 Hours Per Week

Employees whose normal hours of work exceed 40 hours per week who retire on City Pension under either the Employees' Retirement System of Milwaukee plan or the Firemen's Annuity and Benefit Fund plan (but excluding those employees retiring on deferred or actuarial reduced pensions, as they are defined in said two plans) shall, upon retirement, be entitled to receive a one-time-only lump sum payment equal to each work shift equivalent of his/her unused sick leave at retirement as follows:

Firefighter	\$45 per work shift
Heavy Equipment Operator	46 per work shift
Paramedic Field Lieutenant	50 per work shift
Fire Paramedic Field Lieutenant	50 per work shift
Paramedic Lieutenant (Civilian & Non-civilian)	50 per work shift

Fire Lieutenant, Administrative Fire Lieutenant and Vehicle Operations Instructor,	50 per work shift
Fire Captain & Administrative Fire Captain	55 per work shift
Vehicle Operations Training Coordinator	55 per work shift
Administrative Captain – EMS	55 per work shift

b. Employees Whose Normal Hours of Work Average 40 Hours Per Week

Employees whose normal hours of work average 40 hours per week who retire on City Pension under either the Employees' Retirement System of Milwaukee plan or the Firemen's Annuity and Benefit Fund plan (but excluding those employees retiring on deferred or actuarial reduced pensions, as they are defined in said two plans) shall, upon retirement, be entitled to receive a one-time-only lump sum payment equal to each work shift equivalent of his/her unused sick leave at retirement as follows:

Firefighter	\$21.00 per work shift
Heavy Equipment Operator	21.46 per work shift
Paramedic Field Lieutenant	23.33 per work shift
Fire Paramedic Field Lieutenant	23.33 per work shift
Paramedic Lieutenant (Civilian & Non-civilian)	23.33 per work shift
Fire Lieutenant, Administrative Fire Lieutenant and Motor Vehicle Operations Instructor,	23.33 per work shift
Fire Captain and Administrative Fire Captain	25.66 per work shift
Vehicle Operations Training Coordinator	25.66 per work shift
Administrative Captain – EMS	25.66 per work shift

c. The employee's normal hours of work for his/her last duty assignment prior to retirement shall determine how his/her terminal leave benefits are computed; if the assignment exceeded 40 hours per week the benefit shall be computed under subsection 1.a. (above) and if it averaged 40 hours per week the benefit shall be computed under subsection 1.b. (above).

2. Effective for retirements occurring on and after January 1, 2008, the benefits provided under subsection 1, above, shall be eliminated and replaced with the following terminal leave benefit:

One 24-hour work day's base salary pay for each 10 work days (24-hour work days) of accumulated, unused sick leave rounded down to the nearest multiple of ten. Sick leave accumulated on an eight-hour basis shall be converted to 24-hour work days based on the existing practice (i.e. one 8-hour work day equals .467 of a 24-hour work day). Employees who have fewer than twenty 24-hour work days of accumulated, unused sick days shall not be eligible to receive any terminal leave benefit.

Example 1 Firefighter retires with 209 accumulated, unused sick days. Terminal leave benefit =  $209/10$  work days rounded down to the nearest multiple of ten = **20 work days of pay.**

Example 2 Firefighter retires with 140 24-hour accumulated, unused sick days and 132 8-hour days. One hundred and thirty-two 8-hour days X .467 = 61.64 twenty-four hour days. Total sick days after conversion =  $140 + 61.64 = 201.64$ . Terminal leave benefit =  $201.64\text{days}/10$  rounded down to the nearest multiple of ten = **20 work days of pay.**

All other terms and conditions of terminal leave shall continue to be in effect.

## 2. Administration of Terminal Leave Benefits

- a. Employees shall be eligible to receive this benefit only once during their lifetimes.
- b. Payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
- c. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
- d. The terminal leave benefit payment to which an employee is eligible to receive shall be made by separate check as soon as is administratively practicable after the employee's effective date of retirement.
- e. The City shall administer and control the provisions of this Article.

## **ARTICLE 28**

### ***SICK LEAVE***

1. DEFINITION: "Sick Leave" shall mean all necessary absence from duty because of illness, pregnancy disability, bodily injury, exclusion from employment because of exposure to contagious disease.
2. Eligibility for sick leave with pay for employees newly appointed to City employment shall begin after completion of six months' active service in the Fire Department, but sick leave credit shall be earned from date of appointment.
3. Employees shall earn sick leave with pay at the rate of:
  - a. Seven-Twelfths (7/12) of one work shift for each calendar month of active service when their normal hours of work exceed 40 hours per week; or
  - b. One and one-fourth (1¼) work shift for each calendar month of active service when their normal hours of work average 40 hours per week.

Sick leave with pay earned by employees shall be credited to their sick leave accounts. Employees may utilize sick leave with pay credited to their accounts during periods of sick leave for the period of time they would have worked in accordance with the regularly scheduled hours of work as established under the HOURS OF WORK provision of this Agreement.

4. Regardless of the sick leave credit earned, the maximum amount of sick leave with pay which employees may utilize from their accounts for any one period of continuous sick leave shall not exceed 365 calendar days. Interruption of such period of sick leave shall only be considered if the employee resumes his/her regular duty.
5. As a condition of eligibility for receipt of sick leave benefits, employees must comply with the following requirements:
  - a. Employees requesting sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from sick leave must notify their immediate supervisor directly and no later than one hour before their shift begins.

- b. Employees shall be required to submit acceptable medical substantiation from a private physician or dentist for each instance of sick leave exceeding:
  - (1) One work day for employees whose normal hours of work exceed 40 hours per week.
  - (2) Two work days for employees whose normal hours of work average 40 hours per week.

The City shall not be responsible for the payment of any fee charged by the physician or dentist to provide the acceptable medical substantiation.

- c. An employee may be required to provide acceptable medical substantiation from a private physician or dentist for each absence, regardless of duration, if the Fire Chief is informed or believes that the employee is misusing sick leave; under such circumstances, the City shall not be responsible for the payment of any fee charged by the physician or dentist.
- d. Employees on sick leave shall not leave their residence on any scheduled On-Duty date during such leave. If employees are required to leave their residence to visit their personal physician or a Department physician or for any other justifiable reasons, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
- e. The Fire Chief reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on sick leave to return to duty.
- f. An employee who is on sick leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report on each Tuesday which is a normally scheduled On-Duty day, at a time and place designated by the Chief Engineer for the duration of such sick leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to

inform of his/her condition.

- g. Employees are not permitted to engage in any off-duty employment while on sick leave.
6. When acceptable medical substantiation from an employee's private physician or dentist is required, the failure of the employee to comply with this requirement shall permit the City to deny that employee the sick leave benefits provided hereunder until he/she is in compliance with such requirement.
  7. Employees who use their accumulated sick leave credit and then are placed on duty disability retirement pension all as a result of duty-incurred injuries shall be entitled to have 21 calendar days of sick leave with pay added to their sick leave accounts upon returning to active service.
  8. Sick Leave Control Incentive Payments
    - a. The Sick Leave Control Incentive Program shall be in effect beginning Trimester 1, 2007, and ending at the end of Trimester 3, 2009. Nothing herein shall be construed as requiring the City to continue the program for time periods after Trimester 3, 2009.
    - b. The trimester periods for each calendar year are defined as follows:
      - Trimester 1 - Pay Periods 1 - 9
      - Trimester 2 - Pay Periods 10 - 18
      - Trimester 3 - Pay Periods 19 - 26, or Pay Periods 19 - 27, whichever is appropriate.
    - c. An employee shall be eligible for a sick leave control payment only if:
      - (1) During the full term of the trimester: Such employee did not use any paid sick leave (other than for funeral leave purposes as herein provided), did not abuse his/her right to receive injury pay, was not on an unpaid leave of absence, was not tardy and was not suspended from duty for disciplinary reasons (including time spent suspended from duty with pay pending disposition of charges or appeal from charges, Departmental or otherwise). In the event all charges giving rise to a suspension are subsequently dismissed, the employee's eligibility for an attendance incentive payment in

a Trimester shall be re-determined and if the employee would have otherwise been eligible for the payment, but for the suspension, he/she shall be deemed eligible for the payment; and

- (2) Such employee was in active service for the full term of such trimester; and
- (3) At the end of the trimester, such employee had an amount of earned and unused sick leave in his/her sick leave account equivalent to seven work days for employees earning sick leave credit under the provisions of subsection 3.a. of the Sick Leave Article of this Agreement or 15 work days for employees earning sick leave credit under the provisions of subsection 3.b. of the Sick Leave Article of this Agreement.

d. Payments

In a trimester period set forth in subsection 8.b. of this Article, above, that an employee is eligible for a sick leave control incentive payment as provided for in subsection 8.c. of this Article, above, he/she shall be entitled to receive a lump-sum cash payment equal to \$200. Effective Trimester 1 of 2009, the sick leave control incentive payment shall be equivalent to eight hours of pay at the base salary hourly rate of a top step Firefighter in effect on the last day of the Trimester for which the payment was earned, and the \$200 lump sum payment shall be eliminated.

e. Administration

- (1) Sick leave control incentive payments provided hereunder shall be made as soon as is administratively practicable following the close of the Trimester in which they were earned.
- (2) Sick leave control incentive payments provided hereunder shall not be a part of the employee's base salary and shall not have any sum deducted for pension benefits nor shall they be included in the determination of pension benefits or any other benefits and/or compensation provided by the City.

9. Administration and control of sick leave benefits shall be by the City.

## **ARTICLE 29**

### ***FUNERAL LEAVE***

1. DEFINITIONS:
  - a. "Funeral Leave" is defined as absence from duty because of death of a family member or relative.
  - b. "Immediate family" shall be defined as the employee's husband or wife, brother, sister, parent or child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-children by virtue of the employee's current spouse or step-parents, provided, however, that during an employee's lifetime funeral leave for step-parents shall be limited to one step-mother and one step-father, regardless of the number of step-parents.
2. An employee covered by this Agreement shall be granted funeral leave with pay because of death in his/her immediate family for the time period beginning with the time of death to and including the day of the funeral; provided, however, that the maximum amount of funeral leave with pay for each instance of death in the immediate family shall be: two work days for an employee whose normal hours of work exceed 40 hours per week, and three work days for an employee whose normal hours of work average 40 hours per week.
3. An employee requesting funeral leave shall be governed by existing Departmental rules and procedures covering the administration of funeral leave. An employee requesting funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins. An employee returning from funeral leave must notify his/her immediate supervisor directly and no later than one hour before his/her shift begins.
4. Funeral leave used during the term of this Agreement shall not be deducted from an employee's sick leave balance.
5. Administration and control of funeral leave benefits shall be by the City.

## **ARTICLE 30**

### ***INJURY PAY***

1. When employees covered by this Agreement sustain injuries within the scope of their



employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they may receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 365 calendar days for any one compensable injury or recurrence thereof.

2. In providing injury pay in an amount equal to 80% of the employee's base salary, the employee agrees to allow the City to make a payroll adjustment to his/her biweekly pay check deducting an amount equal to 20% of his/her base salary for that portion of the pay period he/she received injury pay and make no subsequent claim for said amount whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits. For purposes of interpretation of the provisions of this Article, the term base salary as used herein shall mean the employee's base salary pay rate in effect during the pay period he/she is claiming injury pay as that base salary rate is established in the BASE SALARY provision of this Agreement.
3. After "injury pay" benefits have been exhausted, employees shall have the option of accepting sick leave benefits or accepting Worker's Compensation temporary disability benefits. This option, which shall be in writing, may be terminated without prejudice to temporary, total, or temporary, partial, disability benefits under the Worker's Compensation Act thereafter, but such termination shall not be retroactive and any sick leave already used at the time of such termination of option shall not be restored to the employee.
4. Questions involving eligibility for injury pay shall be determined under the applicable law and the substantive and procedural rules of the Department of Industry, Labor and Human Relations relative to Worker's Compensation and in the event of a dispute between the City and the employee relative to such eligibility, the Department of Industry, Labor and Human Relations and the courts upon the statutorily prescribed review thereof shall be the

sole and final arbiters of such dispute.

5. As a condition of eligibility for receipt of such injury leave benefits, employees must comply with the following requirements:
  - a. Employees requesting injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins. Such notice must include the nature of the disability. Employees returning from injury leave must notify their immediate supervisor directly and no later than one hour before their shift begins.
  - b. Employees on injury leave shall not leave their residence on any scheduled On-Duty day during such leave. If employees are required to leave their residence to visit their personal physician or a Department physician or for any other justifiable reason, they shall notify or arrange to notify their immediate superior of their actual whereabouts prior to their leaving.
  - c. The Fire Chief reserves the right to order a Department representative or physician to investigate any case at any time and to further order appropriate treatment on the advice of the Department physician. The Department physician has the authority to order an employee on injury leave to return to duty.
  - d. An employee who is on injury leave as of Friday of one week and who has not returned to duty by the following Tuesday, shall report on each Tuesday which is a normally scheduled On-Duty day, at a time and place designated by the Chief Engineer for the duration of such injury leave. If such employee is not ambulatory, has a conflicting medical appointment elsewhere at that time or is hospitalized, such employee shall telephone the Assistant Chief or Department Secretary to inform of his/her condition.
  - e. Employees are not permitted to engage in any off-duty employment while on injury leave.
6. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the City will no longer require the 20% employee deduction from injury

pay benefits provided for in subsections 1 and 2 of this Article, above.

7. In all third-party claims or actions, the City shall not be limited in its recovery to the amount of temporary disability benefits which would otherwise have been payable under the Worker's Compensation Act, but shall instead be entitled to recover the amount of injury pay received by the employee.
8. Employees appointed to the Firefighter or Paramedic position classifications shall not be entitled to the injury pay benefits provided hereunder for any injury they may sustain while on duty during the period of time they are assigned to the Fire Academy or the Medical College of Wisconsin for recruit training. Such employees shall instead be covered by State of Wisconsin Workers' Compensation Act (WCA) temporary disability benefits during such period, including all applicable terms and conditions provided for in the WCA. The provisions of subsections 5 and 7 shall be applicable to employees covered hereunder.
9. In no case, shall temporary disability benefits and "injury pay" be allowed for the same period of time.
10. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 31**

### ***MILITARY LEAVES***

1. Short Term Military Leaves of Absence (Reserve or National Guard Duty) -- Less Than 90 Days Per Calendar Year
  - a. Subject to the terms and conditions provided in subsections 1.b. through 1.d. of this Article, below, employees shall be entitled to time off with pay when they are required to take a leave of absence for: (i) military training duty and/or (ii) military duty in the State of Wisconsin because of riot or civil disturbance.
  - b. Maximum Amount of Time Off With Pay
    - (1) Continuous Service  
If either military training duty leave or military duty on account of civil

disturbance is limited to a single period during the calendar year, then such leave shall be granted with pay not to exceed fifteen (15) successive calendar days (including Saturdays, Sundays and legal holidays) during a calendar year.

(2) Intermittent Service

(a) Normal Hours of Work Exceeding 40 Hours Per Week

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed five (5) regularly scheduled work shifts during the calendar year.

(b) Normal Hours of Work Averaging 40 Hours Per Week

If either military training duty leave or military duty on account of civil disturbance is taken on an intermittent basis during the calendar year, then such leave with pay shall not exceed ten (10) regularly scheduled eight-hour work shifts during the calendar year.

(3) Combined Maximum

(a) Normal Hours of Work Exceeding 40 Hours Per Week

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with the amount taken on an intermittent service basis, shall in aggregate not exceed five (5) regularly scheduled work shifts for military training duty and five (5) such shifts for military duty in the State of Wisconsin because of riot or civil disturbance.

(b) Normal Hours of Work Averaging 40 Hours Per Week

During each calendar year of this Agreement, the amount of time off with pay for military leaves of absence provided hereunder that is taken by an employee on a continuous service basis, together with

the amount taken on an intermittent service basis, shall in aggregate not exceed ten (10) of the employee's regularly scheduled eight-hour work shifts for military training duty and ten (10) such shifts for military duty in the State of Wisconsin because of riot or civil disturbance.

- c. All employees who, because of honorable service in any of the wars of the United States, are eligible for veterans' preference for employment by the City and/or as provided in Section 45.35(5) of the Wisconsin Statutes (as it may be amended from time to time), shall receive full City pay plus all military pay for duty covered under subsection 1.b. of this Article, above. In all other cases, the employee agrees to allow a payroll adjustment to his/her biweekly pay check, deducting an amount equal to his/her military pay for such duty (up to a maximum equal to his/her City pay received under subsection 1.b. of this Article, above), and to make no subsequent claim for it whatsoever. Such deduction shall be administered so as not to reduce employee pension benefits.

- d. **Return to City Employment From Short-Term Military Leave**

The time off with pay for short-term military leaves provided hereunder shall be granted only if the employee taking such leave reports back for City employment at the beginning of his/her next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training or civil disturbance duty to Milwaukee following such employee's release from military duty.

- 2. **Long Term Military Leaves of Absence -- 90 Days or Longer Per Calendar Year**

- a. Employees who enlist or are inducted or ordered into active service in the Armed Forces of the United States or the State of Wisconsin, pursuant to an act of the Congress of the United States or the Legislature of the State of Wisconsin or an order of the Commanders-in-Chief thereof, shall be granted a leave of absence during the period of such service.

b. Upon completion and release from active duty under honorable conditions and subject to the terms and conditions provided in subsection 2.c., below, employees on military leaves of absence shall be reinstated into the positions they held at the time of taking such leave of absence or to a position of like seniority, status, pay and salary advancement, provided, however, that they are still qualified to perform the duties of their positions or similar positions.

c. The rights to reinstatement provided in subsection 2.b. of this Article, above, shall be terminated unless the employee satisfies the following conditions:

(1) Reinstatement From Military Reserve or National Guard Duty

(a) Initial Enlistment With At Least Three Consecutive Months of Active Duty

An employee who is a member of the Reserve or National Guard component of the Armed Forces of the United States and is ordered to an initial period of active duty for training of not less than three consecutive months shall make application for re-employment within 31 days after: (i) such employee's release from active duty from training after satisfactory service, or (ii) such employee's discharge from hospitalization incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

(b) All Other Active Duty

Subject to Section 673b, Title 10, United States Code, an employee not covered under subsection 2c(1)(a) of this Article, above, shall report back for work with the City: (i) at the beginning of the employee's next regularly scheduled work shift after the expiration of the last calendar day necessary to travel from the place of training to the place of employment following such employee's release from active duty, or (ii) such employee's discharge from hospitalization

incident to such active duty for training or one year after such employee's scheduled release from such training, whichever is earlier.

For purposes of interpretation and construction of the provisions of subsections 2c(1)(a) and 2c(1)(b) of this section, full-time training or any other full-time duty performed by a member of the Reserve or National Guard component of the Armed Forces of the United States shall be considered active duty for training.

(2) Other Military Service With Active Duty Of At Least 90 Consecutive Days

An employee inducted or enlisted into active duty with the Armed Forces of the United States for a period of at least 90 consecutive days, where such active duty is not covered by subsection (1), above, shall, upon satisfactory completion of military service, make application for re-employment within 90 days after: (i) such employee's release from active duty, or (ii) such employee's discharge from hospitalization incident to such active duty or one year after such employee's scheduled release from active duty, whichever is earlier.

(3) Exclusions From Reinstatement Benefits

In the event an individual granted a leave of absence for military service under this Article fails to meet the requirements provided in subsections 2c(1) or 2c(2) of this Article, above, or the employee's military service is not covered under these two subsections, the City shall be under no obligation or requirement to reinstate such individual to City employment.

3. Military Funeral Leaves of Absence

Employees shall be allowed to attend military funerals of veterans without loss of pay

when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.

4. Induction Examinations

Employees shall be entitled to time off with pay for time spent taking physical or mental examinations to determine their eligibility for induction or service in the armed forces of the United States; such time off with pay shall be granted only for examinations conducted by a United States military agency.

5. Administration

The Fire Chief shall have the authority to establish such rules and procedures that he deems necessary to administer the military leave benefits provided by this Article. These rules and procedures shall cover, but not be limited to, requirements that employees provide the Fire Chief with reasonable advance notice of any contemplated military leave and the appropriate military orders and papers that fully document such military leave.

**ARTICLE 32**

***TIME OFF FOR JURY DUTY***

1. Employees, other than those employed on a provisional basis, shall be entitled to time off with pay while on jury duty upon presentation of satisfactory evidence relating to this duty to the Fire Department Administration Bureau; all other cash compensation exclusive of parking expenses received by the employee for jury duty shall be immediately paid over to the City Treasurer and the employee shall make no subsequent claim for it whatsoever.
2. Except as provided in subsections 4 and 5, below, an employee on jury duty shall be relieved from fire duty beginning at 8:00 a.m. on the first day of his/her jury duty assignment and ending at 8:00 a.m. on the day next following completion of that jury duty assignment.
3. For employees whose normal hours of work exceed 40 hours per week at the time they are ordered to report for jury duty, the following shall apply: If the employee's regularly scheduled work shift starts at 8:00 a.m. on the day immediately preceding the first day of



his/her jury duty assignment, then he/she shall also be relieved from fire duty as of 7:00 p.m. on that regularly scheduled work shift. Upon completion of his/her jury duty assignment, which may occur on a day prior to the last day of the normal jury duty assignment period (the normal jury duty assignment period as of the execution date of this Agreement is a one week, Monday through Friday period), the employee shall immediately notify his/her Battalion Commander of this fact by telephone and report back to work at 8:00 a.m. on his next regularly scheduled work shift.

4. For employees whose normal hours of work average 40 hours per week at the time they are ordered to report for jury duty, the following shall apply: On days when the employee is normally scheduled to work, no greater amount of time off for jury duty shall be granted than is necessary. If an employee is called for jury duty on such day and reports thereto without receiving a jury assignment for that day, or if he/she is engaged in jury duty for part of such day, he/she shall immediately notify his/her Battalion Commander of this fact by telephone and report back to work for the remainder of his/her work day. If the employee is engaged in jury duty for part of a day that falls on a work day, then such requirement to report back to work shall not be applicable on days where the amount of time remaining in the employee's regularly scheduled eight-hour shift for that day, together with travel time from the jury duty site to the employee's duty assignment location, does not allow for a work period of reasonable length; in this circumstance, the employee shall still be required to notify his/her Battalion Commander in accordance with the requirement set forth above. Upon completion of his/her jury duty assignment, which may occur on a day prior to the last day of the normal jury duty assignment period (the normal jury duty assignment period as of the execution date of this Agreement is a one week, Monday through Friday period), the employee shall immediately notify his/her battalion commander of this fact by telephone and report back to work at 8 a.m. on his/her next regularly scheduled work shift.
5. Employees shall not lose any of their Vacation, Holiday or Work Reduction Day time off scheduled during a period of jury duty; all such time off shall be re-scheduled by the Fire

Department Administration.

6. An employee receiving a notice to report for jury duty from the Court System shall immediately notify his/her Battalion Commander and provide him/her with a copy of this notice. The Fire Chief reserves the right to request the Court System to postpone an employee's jury duty in order to limit the number of employees off on jury duty at any one time. Prior to submitting a request for postponement, the Fire Department Administration will notify the employee(s) affected and, if an employee requests, discuss the matter with the employee.
7. Administration and control of the provisions of this Article shall be under the Fire Chief.

### **ARTICLE 33**

#### **VACATIONS**

1. Definitions

The following definitions shall be used solely for the purpose of computing the current and prospective vacation benefits:

- a. **Anniversary Date:** The date an employee completes twelve (12) months of active service following appointment to the City of Milwaukee as a regular employee. After the completion of the first twelve (12) months of active service an employee's vacation anniversary date shall not change.
- b. **Active Service:** The time spent as a regular employee on the City of Milwaukee payroll including the performance of assigned duties for the City and paid time not worked. In order for paid time to count as active service for vacation purposes, such time, together with any authorized unpaid leaves of absence must be continuous from the date of appointment. Active service shall also include the time spent by an employee who takes a military leave. In the event of an employee's resignation, discharge or retirement from City employment, active service shall cease as of the employee's last day at work.
- c. **Years of Service:** The duration of time in active service.

2. Eligibility for vacation shall begin after the completion of twelve (12) months of active service following appointment. An employee whose service is expected to continue so as to complete a year's active service may, after six months of active service and at the sole discretion of the Fire Chief be allowed to take vacation time within the year of appointment. However, if the employee leaves the service of the City before the completion of the initial 12-month period, that vacation shall be deemed unearned and payments made during the vacation shall be deducted upon termination of employment.
3. Employees shall earn vacation time at the following rates:
  - a. Employees in active service whose normal hours of work exceed 40 hours per week shall be entitled to vacations with pay as follows:
    - (1) Eight (8) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 96 hours per calendar year for an employee with less than seven (7) years of active service.
    - (2) Twelve (12) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 144 hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.
    - (3) Eighteen (18) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 216 hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.
    - (4) Twenty-two (22) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 264 hours per calendar year for an employee with at least twenty (20) years of active service.
  - b. Normal Hours of Work Averaging 40 Hours Per Week  
Employees in active service whose normal hours of work average 40 hours per week shall be entitled to vacations with pay as follows:

- (1) Six and two-thirds ( $6 \frac{2}{3}$ ) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 80 hours per calendar year for an employee with less than seven (7) years of active service.
- (2) Ten (10) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 120 hours per calendar year for an employee with at least seven (7) years but less than twelve (12) years of active service.
- (3) Thirteen and one-third ( $13 \frac{1}{3}$ ) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 160 hours per calendar year for an employee with at least twelve (12) years but less than twenty (20) years of active service.
- (4) Sixteen and two-thirds ( $16 \frac{2}{3}$ ) hours for each calendar month of active service since an employee's last anniversary date up to a maximum of 200 hours per calendar year for an employee with at least twenty (20) years of active service.

c. Pro-rata Earning of Vacation

(1) Differing Normal Hours of Work

Employees whose normal hours of work during a calendar year fall into both categories described in subsections 3.a. and 3.b., above, because of the nature of their duty assignments that year shall earn the vacation with pay at the rate they are entitled to under subsections 3.a. and 3.b., respectively, prorated on the basis of their length of service in each category during that year, computed to the nearest calendar month.

(2) Less Than Full Calendar Year of Active Service

For purposes of prorating, an employee in active service for at least fourteen (14) days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in

active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during such calendar month.

- d. The time period during which an employee earns vacation with pay for a calendar year shall be limited to the employee's period of active service between his/her anniversary date for that calendar year and his/her immediate preceding anniversary date. The amount of vacation time taken during a calendar year, except for separation from service as provided in subsection 5 below, shall be limited to the maximums noted in this subsection, above. These maximums are not guarantees; an employee is not entitled to any greater vacation with pay in a calendar year than that which he/she has earned for that calendar year.
4. Except as provided in subsection 6 of this Article, below, employees must use vacation time during the calendar year for which such vacation time is earned; employees who do not use all of their entitled vacation time within the calendar year for which it was earned shall lose all rights to the unused time off.
5. Vacation time taken before the full amount has been earned shall be considered time owed the City until it is earned. Any employee who leaves the service of the City due to resignation, retirement, termination, discharge, layoff or death will have the compensation for vacation time owed the City deducted from the final pay check. In the event the employee's last pay check is for an amount less than the amount of compensation owed the City, a deduction shall also be made from the employee's next preceding pay check that covers the balance of compensation owed the City. Any employee who leaves the service of the City due to resignation, retirement, layoff or death or who takes military leave will be paid for earned vacation time that has accumulated. If an employee returns to duty prior to his/her next following anniversary date, any vacation time earned and taken hereunder shall be offset against the employee's earned vacation time for the calendar year in which that anniversary date falls. Discharged employees are not entitled to pay for accumulated vacation time.

6. An employee on authorized injury leave as a result of a duty-incurred injury may use vacation scheduled during the period of such leave provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such vacation and indicates the time when the vacation is to be used. An employee on authorized injury leave as a result of a duty-incurred injury not using vacation scheduled during the period of such leave because he/she did not make a request for it shall have his/her unused vacation rescheduled by the Fire Department Administration when he/she returns to duty, if it is possible to do so, before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused vacation at the end of the calendar year, computed on the basis of the employee's base salary rate in effect at the time for which the vacation was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Fire Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused vacation that the Fire Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The vacation carried over shall be used by April 1 of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over vacation shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Battalion Commander and in no way affect the scheduling of other employee vacations.
7. An employee on authorized sick leave may use vacation scheduled during the period of

such leave, provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such vacation and indicates the time when such vacation is to be used. An employee on authorized sick leave not using vacation scheduled during the period of such leave because he/she did not make a request for it shall have his/her vacation that was scheduled during such leave rescheduled by the Fire Department Administration when he/she returns to duty if it is possible to do so before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused vacation before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused vacation.

8. Employees in active service shall have time spent receiving a duty disability retirement allowance included as years of service for purposes of computing current and prospective vacation benefits.
9. The vacation with pay benefits computed under the provisions of this Article shall be the full and only vacation benefits to which employees covered by this Agreement shall be entitled during calendar years 2007, 2008 and 2009.
10. The assignment and scheduling of vacations with pay shall be controlled by the Fire Chief.
11. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 34**

### **HOLIDAYS**

#### 1. Amount of Holiday Time

##### a. Normal Hours of Work Exceeding 40 Hours Per Week

Employees in active service during a calendar year and whose normal hours of work exceed 40 hours per week shall be entitled to 24 hours off with pay in lieu of paid holidays per calendar year during a calendar year.

The amounts of time off provided above represent the maximum amount of time off to which an employee is entitled. These maximums are not guarantees; an employee is not entitled to any greater amount of time off in a calendar year than that which he/she has earned for that calendar year under the provisions of subsection 2 of this Article, below.

##### b. Normal Hours of Work Averaging 40 Hours Per Week

Employees in active service during a calendar year and whose normal hours of work average 40 hours per week shall be entitled to time off with pay in that calendar year as follows:

- (1) Ten (10) eight-hour work days off in lieu of paid holidays.
- (2) An additional two (2) eight-hour work days off per calendar year for employees who are on the City payroll as of January 1, 1964.
- (3) An additional two (2) eight-hour work days off per calendar year for employees who are on the City payroll as of January 1, 1963.

The amount of time off provided hereunder represents the maximum amounts of time off to which an employee is entitled. These maximums are not guaranteed; an employee is not entitled to any greater amount of time off in a calendar year than that which he/she has earned for that calendar year under the provisions of subsection 2 of this Article, below.

#### 2. Earning of Holiday Time



a. Holiday Time Benefit Earning Rate

All time off in lieu of paid holidays that employees are entitled to receive in a calendar year under the provisions of subsections 1.a. and 1.b., above, shall be earned at a rate of one-twelfth (1/12) of such time off for each calendar month of active service during that calendar year.

b. Pro-rata Earning of Holiday Time

(1) Differing Normal Hours of Work

Employees whose normal hours of work during a calendar year fall into both categories described in subsections 1.a. and 1.b., above, because of the nature of their duty assignments that year shall earn time off in lieu of paid holidays, prorated on the basis of their length of service in each category during that year, computed to the nearest calendar month.

(2) Less Than Full Calendar Year of Active Service

For purposes of prorating, an employee in active service for at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during such calendar month.

3. Administration of Holiday Time

a. Except as provided in subsections 3.b. and 3.c. of this Article, below, time off in lieu of paid holidays must be used in the calendar year in which it was earned; employees who do not use all of their entitled holiday time within the calendar year in which it was earned lose all rights to the unused time off.

b. An employee on authorized injury leave as a result of a duty-incurred injury may use holiday off time scheduled during the period of such leave provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such holiday time off. An employee on authorized injury leave as a result of a duty-incurred injury not using holiday off time scheduled during the period of his/her

leave, because he/she did not make a request for it shall have his/her unused holiday off time rescheduled by the Fire Department Administration when he/she returns to duty, if its is possible to do so, before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused holiday off time before the end of the calendar year, the employee shall be entitled to receive a lump sum payment equivalent to the dollar value of the remaining unused holiday off time at the end of the calendar year, computed on the basis of the employee's hourly base salary rate in effect at the time for which the holiday off time was originally scheduled. This lump sum payment shall be made as soon as is administratively practicable following the end of the calendar year. The lump sum payment shall not be construed as being part of the employee's base salary and shall not be included in the computation of any fringe benefits enumerated in this Agreement. The lump sum payment shall not have any sum deducted for pension benefits nor shall it be included in any computation establishing pension benefits or payments. When authorized by the Fire Department Administration, an employee may elect to carry over into the next succeeding calendar year any remaining unused holiday off time that the Fire Department Administration was unable to reschedule by the end of the calendar year, instead of the lump sum payment provided above. The holiday off time carried over shall be used by April 1 of the next following calendar year or the employee will lose all rights to it, including all rights to the lump sum payment provided above. The scheduling of carried-over holiday off time shall be subject to availability of the dates requested by the employee, require prior approval by the employee's Battalion Commander and in no way affect the scheduling of other employee holiday off time.

- c. An employee on authorized sick leave may use holiday time off scheduled during the period of such leave, provided he/she notifies his/her Battalion Commander orally of this fact prior to the start of such holiday time off and indicates the time

when such holiday time off is to be used. An employee on authorized sick leave not using holiday time off during the period of such leave because he/she did not make a request for it shall have his/her holiday time off that was scheduled during such leave rescheduled by the Fire Department Administration when he/she returns to duty if it is possible to do so before the end of the calendar year. In the event the Fire Department Administration is unable to reschedule all of the employee's remaining unused holiday time off before the end of the calendar year, the City, upon the employee's return to duty, will restore to the employee's sick leave account an amount of time equal to the amount of unused holiday time off.

- d. The assignment and scheduling of all time off in lieu of paid holidays shall be controlled by the Fire Chief.
- e. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 35**

### ***UNIFORM ALLOWANCE***

#### 1. Annual Uniform Replacement Allowance

##### a. Amount of Replacement Allowance

The annual uniform replacement allowance for employees shall be \$325, so long as such employees remain in active service.

The annual uniform replacement allowance amounts provided hereunder represent the maximum amounts of uniform allowance to which an employee is entitled.

These maximums are not guaranteed; an employee is not entitled to any greater amount of allowance for a calendar year than that which he/she has earned for that calendar year under the provisions of subsection 1.b. of this Article, below. Newly appointed firefighters shall receive a one-time \$50 payment as soon as administratively practical following their assignment to a station. Members of the Honor Guard shall receive, in addition to the above amount, an annual maintenance allowance of \$50. Effective for payments for calendar year 2009, the

annual allowance for members of the Honor Guard shall be increased to \$60.

b. Earning of Replacement Allowance

(1) Uniform Allowance Earning Rate

Except as provided in subsection 1.d., of this Article, below, the uniform replacement allowance for a calendar year under the provisions of subsection 1.a. of this Article, above, shall be earned at a rate of one-twelfth (1/12) of such amount for each calendar month of active service during that calendar year.

(2) Pro-rata Earning of Replacement Allowance

Less Than Full Calendar Year of Active Service

For purposes of prorating, an employee in active service for at least 14 days in a calendar month shall be deemed as having been in active service for the full calendar month; in the event the employee is in active service for less than 14 days in a calendar month, then the employee shall be deemed as not being in active service at all during such calendar month.

c. Payment of Replacement Allowance

Uniform replacement allowance benefits shall be payable in December of the calendar year in which they were earned.

d. Eligibility to Receive Replacement Allowance

Eligibility for earning uniform replacement allowance benefits shall start on the date the employee first attains 12 months' active service in the Fire Department in a uniformed status. An employee shall first be eligible to receive the uniform replacement allowance benefits he/she has earned on the December next following such attainment date; the amount of benefits which the employee receives shall be prorated on the basis of his active service between such attainment date and the December 31 next following, computed to the nearest month.

2. The specific items of the uniform for employees shall be determined by the Fire Chief; these specific items shall remain the property of the City of Milwaukee and shall revert to

Fire Department upon the employee's severance from service unless the employee has served eighteen (18) months in a uniformed status. Items issued through the commissary program shall remain the property of the City of Milwaukee. The specific items of uniform and equipment determined by the Chief as of January 1, 2007, shall remain unchanged until December 31, 2009. Employees in the Firefighter and Paramedic position classifications shall receive initial uniform allowances. The initial uniform allowance shall be determined by the Fire Chief.

3. Payments made under the provisions of this Article shall not be construed as being part of the employee's base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
4. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
5. Administration and control of the provisions of this Article shall be by the City.

### **ARTICLE 36**

#### ***SAFETY GLASSES***

1. The City will provide safety glasses for employees who are required to wear glasses for corrective purposes under the same provisions these glasses are provided for other City employees.
2. The provisions of this Article shall be under the administration of the Managing Director-Safety and the Fire Chief.

### **ARTICLE 37**

#### ***TUITION AND TEXTBOOK REIMBURSEMENT***

1. Tuition reimbursement shall be limited to courses approved by the Fire Department Administration and related to the Fire Service; textbook reimbursement shall be limited to textbooks required for courses in Fire Science and Technology.
2. The total amount of reimbursement paid by the City to an employee shall not exceed \$900

per year. Effective January 1, 2009, the maximum annual reimbursement shall be increased to \$925. Any portion of the reimbursement may be used for courses which are less than three weeks in duration that are approved by the Fire Department Administration.

3. Employees must remain in service for a one-year period after receiving Tuition and Textbook Reimbursement from the City or the amount reimbursed will be deducted from the employee's final paycheck.
4. Employees covered by Veteran's Administration benefits pertaining to tuition or textbook reimbursement shall not be entitled to receive the reimbursement benefits provided hereunder.
5. In order to qualify for reimbursement under subsections 1 and 2 of this Article, above, employees must submit an application for reimbursement and itemized receipts to the Fire Chief on a form provided by the City no later than eight weeks following the last course date.
6. In order to qualify for reimbursement under subsections 1 and 2 of this Article, above, employees shall present evidence to the Fire Chief of successful completion of courses of study for which they are requesting reimbursement. Such evidence shall be submitted in writing to the Fire Chief no later than eight (8) weeks following completion of courses of study and shall consist of the final grade report for each course of study. A course of study shall be deemed successfully completed if:
  - a. A grade of "C" or higher is received and such course of study in an undergraduate course of study; or
  - b. A grade of "B" or higher is received and such course of study is a graduate course of study; or
  - c. When grades are not given or a non-credit course of study is taken, then the employee must present to the Fire Chief, within the time limit above described, a written statement from the course's instructor that the employee has satisfactorily completed the course of study.

7. Payment of reimbursement provided in subsections 1 and 2 of this Article, above, shall be made as soon as is administratively practicable after the reimbursement application and evidence of successful completion of the courses of study for which such reimbursement is being requested is received
8. Employees shall be eligible to apply for tuition reimbursement benefits upon appointment to the City.
9. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
10. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 38**

### ***EDUCATIONAL PROGRAM***

1. An employee who has an Associate Degree in Fire Science and Technology shall receive an annual payment of \$225 under the terms and conditions set forth in subsections 4 through 10 of this Article. An employee who is a registered nurse and whose education is less than a bachelor's degree shall receive \$225; however, no payment shall be provided unless such employee possesses a current registered nurse license.
2. An employee who has a bachelor's degree in Fire Science and Technology, Public Administration, Business Management/Administration, Psychology, Nursing, Personnel Administration/Management or equivalent degree, such equivalence being determined by the Department of Employee Relations, and, effective for payments for calendar year 2009, Public Health, Chemical Engineering, Training and Development, Physical Education/Health Education, and Physician Assistant shall receive an annual payment of \$325, subject to terms and conditions as set forth in subsections 4 through 10, below.
3. An employee who has a master's degree in Fire Science and Technology, Public Administration, Business Management/Administration, Psychology, Nursing, Personnel Administration/Management or equivalent degree, such equivalence being determined by

the Department of Employee Relations, and, effective for payments for calendar year 2009, Public Health, Chemical Engineering, Training and Development, Physical Education/Health Education, and Physician Assistant shall receive an annual payment of \$425, subject to terms and conditions as set forth in subsections 4 through 10, below.

4. An employee who is eligible for more than one of the payments provided in subsections 1 through 3 of this Article in a calendar year shall only be entitled to receive the largest of the payments for that calendar year.
5. Except as provided in paragraphs 2 and 3, above, only degrees in Fire Science and Technology from colleges or universities approved by the North Central Association of Colleges and Secondary Schools, and effective for payments for calendar year 2009, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, Inc, Northwest Association of Colleges and Schools, Southern Association of Colleges and Schools, and Western Association of Schools and Colleges shall be eligible for the payments provided in subsections 1 to 3 of this Article.
6. These payments shall be made on an annual basis as soon as possible after December 31 of the calendar year in which eligibility is established therefore. No payments will be made to an employee for any calendar year in which he/she did not remain in the employment of the Fire Department for the full calendar year. An employee who attains the required degree during the calendar year shall be paid a prorated amount from the first pay period after the date the degree is awarded to December 31 of that calendar year.
7. An employee shall be eligible for an educational program payment upon completion of one year of active service.
8. Educational Pay shall not be used in the calculation of overtime pay or in the calculation of pension benefits. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in the determination of pension benefits or other fringe benefits.
9. An employee who has earned an associate degree, a bachelor's degree or a master's degree in an approved field of study shall request that the degree-granting institution send



a report to the Milwaukee Fire Department stating the date on which the degree was conferred, the major field of study and that the institution was a member in good standing of the North Central Association of Colleges and Secondary Schools or, effective for calendar year 2009 payments, the Middle States Association of Colleges and Schools, the New England Association of Schools and Colleges, Inc, the Northwest Association of Colleges and Schools, the Southern Association of Colleges and Schools, or the Western Association of Schools and Colleges at the time the degree was granted.

10. An employee shall be responsible for making the necessary requests of the educational institution for the purpose of informing the Milwaukee Fire Department as to his/her attainment of a degree and shall be responsible for any costs associated therewith.
11. Administration and control of the provisions of this Article shall be by the City.

### **ARTICLE 39**

#### ***LIMITATIONS UPON ASSOCIATION ACTIVITY***

1. No Association member or officer shall conduct any Association business on City time except as specified in this Agreement or as authorized by the Fire Chief, City Labor Negotiator, or the Labor Policy Committee of the Common Council.
2. No Association meeting shall be held on City time nor on City property.

### **ARTICLE 40**

#### ***MEETING TIME***

Employees who wish to attend meetings of boards, commission and committees during working hours shall do so on their own time if properly authorized.

### **ARTICLE 41**

#### ***NEGOTIATIONS***

Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

## **ARTICLE 42**

### ***OFF-DUTY EMPLOYMENT***

1. Except as otherwise herein provided, employees covered by this Agreement shall devote their whole time and attention to the service of the Fire Department and they are expressly prohibited from engaging in any other business or occupation. Employees covered by this Agreement shall be permitted to work in another business or occupation provided that such employment does not occur while the employees are on sick leave or duty-incurred injury leave or during a period of an existing emergency; and provided further that such employment does not interfere with the rights of the Fire Chief to schedule or assign overtime. Employees covered by this Agreement shall not perform fire fighting duties for other municipalities operating a paid or volunteer fire department other than the City of Milwaukee.
2. The Fire Chief reserves the right, if in his judgment such off-duty employment by any employee renders him/her unfit for any reason to perform his/her full duty, or interferes in any way with the performance of his/her duty, to exercise his authority to take whatever action he deems proper, including the withholding of benefits accruing to employee which are discretionary with the Fire Chief.
3. If evidence comes to the attention of the Fire Chief that certain employment places the Fire Department in jeopardy for any reason, the Chief reserves the right to prohibit such particular work or job, or to take other necessary action to protect the best interest of the community in the area of fire protection and/or fire protection capability.
4. When the Fire Chief decides that, in his judgment, a state of emergency exists, he may unilaterally rescind, for the duration of the emergency, any and all of the off-duty employment privileges outlined in subsection 1., above.
5. All off-duty employment shall be under the strict control and administration of the Fire Chief, who shall have the right to establish Rules and Regulations to administer and control the off-duty employment benefits provided in subsection 1 of this Article, above.

## **ARTICLE 43**

### ***BANK OF HOURS FOR ASSOCIATION ACTIVITY***

1. The Association shall advise the City of the names of its representatives. One or more representatives from the Association shall be paid regular base salary for time spent in the processing of grievances, any conference called by the City (including collective bargaining sessions), any business pursued by the Association at the City's request during regular working hours, any time spent by officers of the Association at Association meetings and executive board meetings which occur during their regular working hours, and any time spent by executive board members of the Association at executive board meetings of the Association, during their regular working hours; except no payment will be made for such time outside the representatives' normal workdays. Reasonable travel time will be allowed.
2. Each month the Association shall reimburse to the City an amount equivalent to the base salary paid members under the provisions of this Article during such month. Each month the Association shall also reimburse the City an amount equivalent to the overtime premium (½X) paid employees required to work overtime as a result of members utilizing paid time off under the provisions of this Article during such month. The Fire Department shall determine the amount of overtime premium owed the City. The paid time off benefits provided hereunder shall be suspended and made inapplicable whenever the Association is in non-compliance with the reimbursement requirements provided by this subsection. This subsection shall not apply to the first 1000 hours of paid time off provided hereunder in each calendar year of the Agreement. Upon execution of the 2007-2009 City-Association Agreement, the amount owed to the City through the end of calendar year 2007 shall be considered paid in full.
3. The names of the duly chosen representatives of the Association shall be submitted to the City Labor Negotiator sufficiently in advance of any proposed use of such time so as to permit reasonable advance notification to the Fire Chief of the meeting.
4. The City Labor Negotiator shall interpret and administer the provisions of this section.

## **ARTICLE 44**

### ***AGENCY SHOP***

1. The City will deduct from the biweekly earnings of all employees represented by the recognized bargaining unit Milwaukee Professional Fire Fighters' Association, Local #215, IAFF, AFL-CIO, hereinafter referred to as "Association," who have not authorized dues deduction by dues deduction cards, an amount that is equal to the proportionate share of the cost of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members of the Association and pay said amount to the Treasurer of the Association within 10 calendar days after the payday from which such deduction was made.
2. The City will not deduct the dues of any employee in any two week pay period unless said employee is a member of the Association recognized bargaining unit for at least seven calendar days in that pay period.
3. The City reserves the right to stop, withhold, or modify fair-share deductions for employees or positions in question until resolved by mutual agreement or by the Wisconsin Employment Relations Commission.
4. The City will honor only dues deduction cards which authorize dues to the recognized bargaining unit which represents the employee. No dues or fair-share deduction will be made from earnings of managerial, supervisory or confidential employees.
5. Changes in dues or fair-share amounts to be deducted shall be certified by the Association at least fifteen calendar days before the start of the pay period the increased deduction is to be effective.
6. Fair-share deductions for new employees in the Association's recognized bargaining unit will be made from the new employee's first paycheck. The City will provide the Association with a list of employees from whom dues or fair-share deductions are made with each biweekly remittance to the Association.
7. The Association will fully and fairly represent all members of the bargaining unit regardless of whether they are members of the Association.

8. The Association shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, agents and employees against any and all claims, suits, actions or liability of judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements of the City, if any) arising from any objections to or contesting of the validity of any dues or fair-share deductions or the interpretation, application or enforcement of this provision.

## **ARTICLE 45**

### ***SENIORITY FOR LAYOFF PURPOSES***

1. When it becomes necessary to reduce the work force, the employee with the least seniority in the job classification being reduced shall be the first employee laid off.
2. Recall to the job classification a laid-off employee held shall be by application of seniority in reverse order of layoff. The last employee in a classification laid off shall be the first employee in that classification returned to work.
3. Length of service for the purposes of this provision is to be measured from date of original employment in the Fire Department.
4. Should the Fire Chief, find it necessary to lay off employees, he shall give the Association notice not less than four (4) weeks prior to the effective date of the layoff of the initially affected employee. The Fire Chief, and the Association shall meet within five (5) calendar days of the notice to discuss layoffs. The Fire Chief, at this meeting, shall provide the Association with a current seniority list of employees in the Association bargaining unit.
5. Seniority for layoff shall be broken if an employee:
  - a. Retires
  - b. Resigns from the fire service
  - c. Is discharged and the discharge is not reversed
  - d. Is not recalled from layoff for a period of three (3) years
  - e. Is recalled from a layoff and does not report for work within three (3) calendar

weeks. The laid off employee shall provide the Deputy Chief Fire, Bureau of Administration with his/her current mailing address. The Department shall notify an employee of recall to employment in writing by certified mail to the last address provided by the employee.

- f. Does not return at the expiration of leave of absence.
6. Employees in a particular job classification having the same starting date shall have their seniority status determined by their position on the eligibility list from which they were appointed.
7. Subject to the prior approval in each case of the Common Council upon the recommendation of the Board of Fire and Police Commissioners in accordance with Section 62.50(10) of the Wisconsin Statutes, a member of the bargaining unit who has received notice of layoff may apply to displace the least senior member of the bargaining unit holding position with a lower classification if all of the following conditions are met:
  - a. The employee seeking to displace another employee has greater length of service than the employee sought to be displaced.
  - b. The employee seeking to displace another employee is capable of performing the job of the employee sought to be displaced.
  - c. The position occupied by the employee sought to be displaced is in the same or lower pay range than the position from which the employee seeking to displace is being laid off.
8. An employee applying to displace another employee must do so in writing to the Fire Chief within 14 days of the date upon which notice of his/her layoff has been given by the City to the Association pursuant to the provisions of paragraph 4 of this Article. An employee who has been granted his/her application to displace another employee in a lower classification pursuant to the provisions of this Article shall retain all seniority and recall rights conferred upon him/her by reason of service in the classification from which he/she has been laid off. Nothing in this paragraph shall be construed to limit or impair the statutory discretion of the Board of Fire and Police Commissioners and/or the

Common Council with respect to the granting or denial of any application for displacement made hereunder.

9. In the event of layoffs in classifications within the bargaining unit, the Common Council, upon the written recommendation of the Board of Fire and Police Commissioners in accordance with Section 62.50(10) of the Wisconsin Statutes in their sole discretion may reduce one or more employees in higher classifications in rank (including inter alia members of the bargaining unit and officers of supervisory and/or managerial rank) to fill those positions that have become vacant by reason of such layoffs for which they may be qualified. Such reductions in rank may be directed for any reason including (but not limited to) the maintenance of the prevailing proportionality of employees within the various ranks within the Department.

The order of rank pursuant to this paragraph shall whenever practicable be made in accordance with length of service in rank, i.e., the employee with the least amount of length of service in any particular rank shall be the first to be laid off should reductions from that rank pursuant to this paragraph be directed. The City shall make its best efforts to avoid reducing employees affected by this paragraph by more than one rank at any one time. Employees reduced in rank shall assume all rights, benefits and obligations applicable to employees holding the rank to which they have been reduced except that they shall retain the right of preferential restoration (in inverse order of reduction) to their former rank prior to any other promotions or appointments to that rank.

10. The Board of Fire and Police Commissioners and the Common Council shall adopt any rules, regulations and/or ordinances necessary to implement and administer the provisions of paragraphs 7, 8 and 9 of this Article.
11. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 46**

### ***CONTRACT ADMINISTRATION***

1. The Union may designate one member of the bargaining unit to perform contract

administrator duties. Within 5 calendar days following the execution date of this Agreement, the Union shall provide the City Labor Negotiator with written notice indicating the name of the member it has designated to perform contract administrator duties. If the Union wishes to replace such member, it shall provide the City Labor Negotiator with written notice not less than 30 calendar days prior to the effective replacement, indicating the name of the replacement member and the member to be replaced, along with the effective date of such replacement.

2. a. A member whose normal hours of work exceed 40 hours per week shall perform duties as determined by the Fire Chief for a minimum of 288 hours per fiscal year; such time to be scheduled at the discretion of the Fire Chief. The member shall be released from his/her duties with the Milwaukee Fire Department to perform contract administration duties as defined below for all hours in excess of the 288 hour minimum.
- b. A member whose normal hours of work average 40 hours per week shall perform duties as determined by the Fire Chief for a minimum of 208 hours per fiscal year; such time to be scheduled by the Fire Chief. The member shall be released from his/her duties with the Milwaukee Fire Department to perform contract administration duties as defined below for all hours in excess of the 208 hour minimum.
3. Such designated member shall at all times be a member of the Milwaukee Fire Department, retain his/her job title, continue to be subject to the rules of the Milwaukee Fire Department and, when not performing contract administrator duties, shall perform assigned duties as determined by the Fire Chief. The member shall be entitled to paid time off consistent with his/her classification during his/her regularly scheduled hours of work to perform contract administrator duties, subject to the following terms and conditions:
  - a. Contract administrator duties shall be defined as follows: to assist in conferences with other employees and supervisors, to participate in meetings called by



management or otherwise authorized under this Agreement, to assist in resolving problems pertaining to matters of the interpretation, application and enforcement of this Agreement, and to assist the parties in maintaining a harmonious relationship during the term of this Agreement.

- b. Such paid time off shall be limited to representing Union members, if requested, attending grievance meetings, attending authorized meetings of City Boards, Commissions and Committees, attending conferences to assist the Union with other employees and supervisors, attending meetings authorized by the City Labor Negotiator and to processing of contract administration paperwork and related phone calls at the Union office.
  - c. The member shall submit a report of his/her activities to the Fire Chief upon request.
  - d. The Fire Chief may require that the employee provide advance notice and/or a log of the time periods during which the member will be performing contract administration duties. Such advance written notice/log requirement may include the date, approximate time off for the performance of contract administration duties and the type of duties to be performed.
  - e. The designated member shall under no circumstances be eligible for any salary payments for any work performed:
    - (1) Outside his/her regularly scheduled work shift.
    - (2) On a holiday.
    - (3) On an off day.
    - (4) On a vacation day.
  - f. The designated member shall under no circumstances be eligible to utilize the benefits contained in Article 43, Bank of Hours for Association Activity.
4. The base salary and benefits provided to the designated member shall continue to be under the administration of the Fire Chief. The scheduling of the vacation, holiday and paid off time benefits shall be controlled by the Fire Chief. The hours of work shall be under the

control and administration of the Fire Chief.

## **ARTICLE 47**

### ***UNPAID LEAVE OF ABSENCE***

1. The City will permit a member of the Association Bargaining Unit to take an unpaid leave of absence for a period of one year for service with a labor organization with which it maintains a contractual relationship.
2. Such unpaid leave of absence shall be renewable and the sole obligation of the City shall be to restore the individual on leave of absence to the first open position in the title the individual held provided that the individual can meet the requirements of this position and that there are no employees on layoff with greater seniority at the time the individual makes his request for reinstatement.
3. No benefits shall accrue to the individual during the term of such unpaid leave of absence, except that such individual shall accrue seniority credited during the term of such unpaid leave of absence.
4. The Association Executive Board, through their President or his designee, shall notify the City Labor Negotiator in writing at least 28 calendar days prior to the effective commencement date of the leave. Employees making application for return from leave of absence shall notify the City Labor Negotiator in writing at least 28 calendar days prior to the date they are requesting return to duty. Such leave shall be granted subject to the employee complying with all Departmental rules and procedures regarding leaves of absence and return to duty. Return to duty shall require filing a written application for reinstatement to duty with the Fire Chief and passing a Departmental medical exam.

## **ARTICLE 48**

### ***INFORMATION TO BE PROVIDED THE ASSOCIATION***

1. The City will provide the Association with copies of all General Orders, Special Orders, Special Notices and General Information Bulletins issued by the Fire Department Administration during the term of this Agreement that are sent to the Engine Houses.

2. Such information shall be sent to the Association by department courier as soon as is administratively practicable after date of issue.
3. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 49**

### ***EMPLOYEE SICK LEAVE BALANCE STATEMENTS***

The Fire Department Administration will provide each employee in active service on the last day of the last pay period for the year with a written statement indicating his/her earned and unused sick leave as of that time; such statement shall be for informational purposes only and shall be provided as soon as is administratively practicable following the close of the calendar year. Differences in respect to the amount of an employee's earned and unused sick leave set forth on the statement shall be subject to the Grievance and Arbitration Procedure contained in this Agreement; for purposes of interpretation and construction, the time limit requirements of the Grievance Procedure shall start on the date the sick leave balance statements are provided employees.

## **ARTICLE 50**

### ***SPECIAL UNIT PAY***

1. An employee assigned by the Fire Chief to any of the following special units shall receive an amount in addition to base salary equivalent to \$240 per annum: Dive Rescue Team; Hazardous Materials Response Team; Heavy Urban Rescue Team and Boat Pilots. An employee may not receive more than \$240 per annum regardless of the number of special units he/she may belong to at any one time.
2. Payments made under the provisions of this Article shall be paid after December 31 of the year in which they were earned. Pro-rata adjustment to the nearest calendar month on the basis of service in a Special Unit will be made for an employee who was assigned to a Special Unit for less than a full calendar year. For purposes of pro-rating, an employee assigned to a Special Unit for at least 14 days in a calendar month shall be deemed as having been assigned to a Special Unit for the full calendar month; in the event the

employee is assigned to a Special Unit less than 14 days in a calendar month, then the employee shall be deemed as not having been assigned to a Special Unit at all during the calendar month.

3. If the Fire Chief establishes a new Special Unit during the term of this Agreement, then employees assigned to such unit by the Chief shall be entitled to the compensation provided hereunder in accordance with the terms and conditions established therefor.
4. Payments made under the provisions of this Article shall not be construed as being part of employees' base pay and shall not be included in the computation of any fringe benefits enumerated in this Agreement.
5. Any payment made under the provisions of this Article shall not have any sum deducted for pension benefits nor shall such payments be included in any computation establishing pension benefits or payments.
6. Administration and control of the provisions of this Article shall be by the City.

## **ARTICLE 51**

### ***DRUG TESTING***

1. The parties agree that the Milwaukee Fire Department's Drug Testing Program shall be as set forth in the Memorandum of Understanding executed by the parties on June 21, 1994.
2. Nothing in this Article affects the Department's current reasonable suspicion drug testing program.

## **ARTICLE 52**

### ***PARKING REIMBURSEMENT***

The City shall reimburse employees who are assigned to the fire house located at 784 North Broadway for all reasonable expenditures incurred for parking of their private vehicles. In no event shall said reimbursement exceed \$20.00 per month per employee.

## **ARTICLE 53**

### ***AID TO CONSTRUCTION OF PROVISIONS OF AGREEMENT***

1. It is intended by the parties hereto that the provisions of this Agreement shall be in

harmony with the duties, obligations and responsibilities which by law devolve upon the Common Council, the Board of Fire and Police Commissioners and the Fire Chief, and these provisions shall be interpreted and applied in such manner as to preclude a construction thereof which will result in an unlawful delegation of powers unilaterally devolving upon them.

2. The parties hereto recognize that those rules and regulations established and enforced by the Board of Fire and Police Commissioners and/or the Fire Chief, which affect the wages, hours and working conditions of the employees covered by this Agreement are subject to the collective bargaining process pursuant to Section 111.70, Wisconsin Statutes.
3. The provisions of this Agreement are binding upon the parties for the term thereof. The Association having had an opportunity to raise all matters in connection with the negotiations and proceedings resulting in this Agreement is precluded from initiating any further negotiations for the term thereof relative to matters under the control of the Fire Chief, the Common Council or the Board of Fire and Police Commissioners, including rules and regulations established by the Fire Chief and the Board of Fire and Police Commissioners.
4. During the term of this Agreement, prior to the establishment of new rules or regulations or changes in existing rules or regulations that do not fall within the Fire Chief's unfettered management functions, the Association shall be afforded the opportunity to negotiate with the Fire Chief as follows: Whenever the Fire Chief proposes to establish a new rule or a change in an existing rule, if such proposal in its operation will affect wages, hours or conditions of employment of members of the bargaining unit represented by the Milwaukee Professional Fire Fighter's Association, hereinafter referred to as the "Association," he shall present his written proposal to the President of the Association. At a mutually agreeable time, not more than 30 days following such presentment, the Fire Chief shall meet with good faith with said representatives with the intent to reach an agreement consistent with the Fire Chief's powers, duties, functions and responsibilities

under law. If no agreement is reached by the Fire Chief and the Association through its representatives within 30 days of such initial meeting, the Fire Chief may establish the proposed new rule or the proposed change in an existing rule unilaterally subject to the prior approval of the Board of Fire and Police Commissioners. In case of emergency, the emergency to be determined by the Fire Chief, the Fire Chief shall have the right to establish or modify a rule or rules unilaterally and such rule or rules shall become effective immediately. The Chief shall immediately inform the Board, in writing of the rule change and the reason therefore, and said rule shall remain effective until the next meeting of the Board.

5. Any rules or regulations of the Milwaukee Fire Department affecting wages, hours or conditions of employment promulgated by the Fire Chief after negotiation but without agreement may be tested relative to whether they violate the specific provisions of this Agreement as well as the propriety of their application in accordance with the provisions of this Agreement pertaining to grievances and arbitration.
6. For purposes of construction and interpretation of the various provisions, this Agreement shall be considered to have been executed on March 19, 2008.

## **ARTICLE 54**

### ***NOTICES***

1. All notices required to be sent by the Association to the City shall be sent in writing by certified mail to the City Labor Negotiator.
2. All notices required to be sent by the City to the Association shall be sent in writing by certified mail to the offices of the Association.
3. Subject to their mutual consent, the City and Association may waive the certified mail requirements provided above where they deem it appropriate.

## **ARTICLE 55**

### ***WAIVER OF FURTHER BARGAINING***

1. The parties agree that each has had full and unrestricted right and opportunity to make,

advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein.

2. If any portion of this Agreement is held invalid or if compliance with it is restrained by operation of law or by any court of competent jurisdiction, the balance of the Agreement shall remain in full force and effect and the parties shall immediately enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such portion.

## **ARTICLE 56**

### ***AMERICANS WITH DISABILITIES ACT***

The parties recognize the obligation of the City to comply with the Americans With Disabilities Act (ADA). Before the City takes any steps, including reasonable accommodation, that may conflict with this Agreement, it will meet with the Union to discuss those steps that may be taken in that individual case. In those discussions, the parties will respect the confidentiality of the disabled person as required by the Act.

## **ARTICLE 57**

### ***RETROACTIVE WAGE PAYMENTS***

The parties to this Agreement elect not to be bound by the required frequency of wage payment provisions of §109.03 (1) (a), Stats., in respect to retroactive wages payable under the terms of this Agreement provided that retroactive wage payments are paid no later than sixty days from the execution date of this Agreement. For purposes of construction and interpretation of this article, the execution date of this Agreement shall be the date the Mayor signs the resolution approving this Agreement.

## **ARTICLE 58**

### ***TRAINING STANDARDS PAY***

An employee covered by this Agreement who has successfully completed training that meets the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards or an employee who is licensed under Section 146.50 of the Wisconsin Statutes to perform “emergency medical technician-paramedic” functions shall be eligible to receive, in addition to his or her base salary, “Training Standards Pay”. An employee who has not met the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards as of December 31 of a calendar year shall not be eligible to receive Training Standards Pay for that calendar year. An employee whose emergency medical technician-paramedic license lapses during a calendar year and who also has not successfully completed training that meets the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards shall not be eligible to receive Training Standards Pay for that calendar year.

1. Each calendar year an eligible employee covered by this Agreement and in active service on December 31 of a calendar year shall receive 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 \$1,200 for calendar year 2007 and \$1,140 for calendar year 2008 and for each calendar year thereafter.
  - b. Employees occupying the classification of Fire Paramedic, Firefighter or Heavy Equipment Operator shall receive \$660 for calendar year 2007 and \$600 for calendar year 2008 and for each calendar year thereafter.
  - c. An employee whose job classification changes during a calendar year shall be entitled to the benefits provided hereunder prorated on the basis of his/her active service in the classifications specified in subsection 1 during the calendar year in which his/her job classification changed. For purposes of prorating, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be



deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month.

2. Except as provided in subsection 3 of this Article, below, payments earned under these provisions shall be made as soon as is administratively practicable after December 31.
3. An employee retiring on a service retirement or a duty disability retirement shall be entitled to the benefits provided by subsection 1 of this Article, above, prorated on the basis of his/her active service in the calendar year he/she retired, computed to the nearest calendar month. For purposes of prorating, an employee on the Fire Department payroll for at least 14 days in a calendar month shall be deemed as having been on the payroll for the full calendar month; in the event the employee is on the Fire Department payroll less than 14 days in a calendar month, then the employee shall be deemed as not having been on the payroll at all during the calendar month. Payments earned hereunder shall be made as soon as is administratively practicable after the employee's normal retirement or duty disability retirement.
4. Except as provided in subsection 6, below, payments made under the provisions of this Article shall not be included in the determination of overtime compensation or any other fringe benefits.
5. For purposes of interpretation and construction of the provisions of this Article, successful completion of "training that meets the State of Wisconsin Employment Standards for Fire Department Safety and Health Standards" shall mean graduation from recruit training at the Bureau of Instruction and Training.
6. Employees who retire from active service on a normal service retirement pension shall have a maximum of \$400 of Training Standards Pay received under this Article included in final average salary for purposes of computing the normal service retirement allowance. The amount of the Training Standards Pay benefit to be included in the final average salary shall be an amount up to a maximum of \$400 of pay received under this Article for

the calendar year immediately preceding the employee's date of retirement.

Dated at Milwaukee, Wisconsin, March 10, 2008. Four (4) copies of this instrument are being executed all with the same force and effect as though each were an original.

FOR THE ASSOCIATION:

BY:

\_\_\_\_\_  
Bobbie R. Webber  
President

\_\_\_\_\_  
Maria Montegudo  
Employee Relations Director

\_\_\_\_\_  
Dean T. Gonzalez  
Vice-President

\_\_\_\_\_  
Troy M. Hamblin  
Labor Negotiator

\_\_\_\_\_  
Michael E. Torpy  
Secretary

\_\_\_\_\_  
Joseph Alvarado  
Labor Relations Officer

\_\_\_\_\_  
Steven J. Bukowski  
Treasurer

FOR THE CITY:

\_\_\_\_\_  
Mark Pegelow  
Executive Board Member

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
Leonard Kreil  
Executive Board Member

\_\_\_\_\_  
Ronald D. Leonhardt, City Clerk

\_\_\_\_\_  
Kevin Monaghan  
Executive Board Member

\_\_\_\_\_  
W. Martin Morics, City Comptroller

\_\_\_\_\_  
Luke Jones  
Executive Board Member

\_\_\_\_\_  
Willie L. Hines Jr., Alderman  
President, Common Council

\_\_\_\_\_  
Scott Hall  
Executive Board Member

\_\_\_\_\_  
Michael J. Murphy, Alderman  
Chairman, Finance & Personnel Committee

\_\_\_\_\_  
Michael Rybicki  
Executive Board Member

**SIGNATURES**

## **APPENDIX A**

### WELLNESS AND PREVENTION PROGRAM AND WELLNESS AND PREVENTION COMMITTEE

A Wellness and Prevention Program and a Wellness and Prevention Committee shall be implemented to promote the wellness and prevention of disease and illness of City employees, retirees and their family members. The Wellness and Prevention Program shall include an annual Health Risk Assessment (HRA) and may contain, but shall not be limited to, some or all of the following components: benefit communication, medical self-care, nurse line, consumer health education, injury prevention, advanced directives, preventive medical benefits, targeted at-risk intervention, high-risk intervention, disease management, condition management, wellness incentive or other components agreed upon by the City and the unions.

The City shall retain a consultant to assist in developing a plan for a comprehensive wellness and prevention program for the City and to assist in making program adjustments.

A Wellness and Prevention Committee shall be established to assist the consultant in the design of the Wellness and Prevention Program and to provide oversight of the program. The Wellness and Prevention Committee shall be comprised of nine union members appointed by the unions and three management representatives appointed by the Mayor. The unions shall select the nine union representatives. The committee shall be structured to include one Local 215 member determined by Local 215. The City has agreed to include two members of the Milwaukee Police Association on the Committee.

Decisions of the committee shall be by consensus. Consensus shall be reached when ten committee members agree. The committee shall make no decisions that require employees to pay additional out-of-pocket costs unless they are ratified by every City bargaining unit. However, the committee may decide to provide additional lump sum compensation to employees, reduce an out-of-pocket monthly expense or provide some other type of benefit

without ratification by the bargaining units. No decision made by the committee or failure to make a decision shall be subject to any aspect of the various grievance procedures, complaint procedures, court action or any other type of dispute resolution mechanism.

The City shall develop a Request for Proposals (RFP) and solicit bids from third party vendors qualified to implement the Wellness and Prevention Program. Upon conclusion of the bidding process, the City shall meet with the unions to review the results of the RFP. The committee shall decide on the vendors giving due consideration to all City policies associated with the selection procedures. The City shall not spend more than two million dollars annually, Citywide, including the cost of conducting the HRA, on the Wellness and Prevention Program.

All parties involved with the HRA shall abide by all laws governing the release of employee medical records.