

**EXECUTED**

**2007-2008  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1072**

**MILWAUKEE COUNTY  
LABOR RELATIONS  
ROOM 210, COURTHOUSE  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233**

FIRE FIGHTERS  
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2007-2008  
AGREEMENT BETWEEN  
COUNTY OF MILWAUKEE  
AND  
MILWAUKEE COUNTY FIRE FIGHTERS' ASSOCIATION  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1072

\* \* \* \* \*

This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County" and Milwaukee County Fire Fighters Association International Association of Fire Fighters Local 1072 as representatives of employees who are employed by the County of Milwaukee, hereinafter referred to as "Association".

W I T N E S S E T H

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Milwaukee County Fire Fighters' Association, International Association of Fire Fighters, Local 1072 as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission, Case No. IX, No. 8750, ME-51, Decision No. 7135-G, as amended in respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes, as amended.

1 1.02 EMPLOYEE DEFINED

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

5  
6 1.03 DURATION OF AGREEMENT

7 (1)   The provisions of this Agreement shall become effective on January 1, 2007, unless  
8       herein provided. Unless otherwise modified or extended by mutual agreement of the  
9       parties, the agreement shall expire on December 31, 2008.

10 (2)   The initial bargaining proposals of the County and the Association for a successor  
11       Agreement shall be exchanged prior to October 15, 2008, or at a time mutually  
12       agreeable to the parties.

13  
14       Thereafter, negotiations shall be carried on in an expeditious manner and shall  
15       continue until all bargainable issues between the parties have been resolved.

16  
17 1.04 MANAGEMENT RIGHTS

18       The County of Milwaukee retains and reserves the sole right to manage its affairs in  
19 accordance with all applicable laws, ordinances, resolutions, and executive orders. Included  
20 in this responsibility, but not limited thereto, is the right to determine the number, structure  
21 and location of departments and divisions; the kinds and number of services to be performed;  
22 the right to determine the number of positions and the classifications thereof to perform such  
23 service; the right to direct the work force; the right to establish qualifications for hire, to test  
24 and to hire, promote and retain employees; the right to transfer and assign employees, subject  
25 to existing practices and the terms of this Agreement; the right, subject to civil service  
26 procedures and the terms of this Agreement related thereto, to suspend, discharge, demote or  
27 take other disciplinary action and the right to release employees from duties because of lack  
28 of work or lack of funds; the right to maintain efficiency of operations by determining the  
29 method, the means and the personnel by which such operations are conducted and to take  
30 whatever actions are reasonable and necessary to carry out the duties of the various  
31 departments and divisions.

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

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

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

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

#### 21 22 1.05 AFFIRMATIVE ACTION STATEMENT

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

28

1 PART 2

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

5  
6 2.01 SALARY

- 7 (1) Effective November 4, 2007, wages of bargaining unit employees shall  
8 be increased by one percent (1%).  
9 (2) Effective April 6, 2008, wages of bargaining unit employees shall be  
10 increased by one percent (1%).  
11 (3) Effective June 29, 2008, wages of bargaining unit employees shall be  
12 increased by one percent (1%).  
13 (4) Effective October 5, 2008, wages of bargaining unit employees shall be  
14 increased by one percent (1%).  
15 (5) A two hundred fifty dollar (\$250) lump sum payment shall be made to  
16 each employee who has an assigned work week of twenty (20) or more  
17 hours per week, and who is on the payroll as of December 29, 2008.  
18 (6) Those employees who are licensed as an Emergency Medical  
19 Technician shall receive a premium of one-and-one-half percent (1.5%)  
20 above their base pay.

21  
22 2.015 OVERTIME

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

26  
27 2.02 EDUCATIONAL BONUS

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

1                   \$125.00 per year for 16 credits  
2                   \$175.00 per year for 28 credits  
3                   \$225.00 per year for 40 credits  
4                   \$275.00 per year for 52 credits  
5                   \$325.00 per year for 64 credits  
6                   \$500.00 for associate degree or 75 credits

7                   These payments shall be made on an annual basis as soon as possible  
8                   after December 31 of the current year. No payments will be made to fire  
9                   fighters for any year in which they do not remain in the employ of Milwaukee  
10                  County for the full calendar year.

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

15                  The above stated salary payments shall be over and above the base  
16                  salary of the positions eligible for these payments.

- 17                  (2) No employee will be eligible for these salary payments unless he has a  
18                  minimum of 5 years' of current continuous service with Milwaukee County as  
19                  a fire fighter.
- 20                  (3) These payments shall not be used in the calculation of overtime-premium pay or  
21                  in the calculation of pension benefits.
- 22                  (4) The courses of study leading to an Associate Degree in Fire Science/Technology  
23                  and Bachelors Degree in Fire Administration or Business Administration, from  
24                  any educational institution accredited by the North Central Accrediting  
25                  Association shall be acceptable.

26

27       2.03 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 28                  (1) Health and Dental Benefits shall be provided for in accordance with the terms  
29                  and conditions of the current Plan Document and the Group Administrative  
30                  Agreement for the Milwaukee County Health Insurance Plan or under the terms



1 and conditions of the insurance contracts of those Managed Care Organizations  
2 (Health Maintenance Organizations or HMO) approved by the County.

3 (2) Eligible employees may choose health benefits for themselves and their dependents  
4 under a Preferred Provider Organization (County Health Plan or PPO) or HMO  
5 approved by the County.

6 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly amount  
7 toward the monthly cost of health insurance as described below:

8 (a) All employees enrolled in the Wheaton Franciscan Direct (HMO) will pay  
9 health insurance premiums of \$35.00 per month for single plan coverage  
10 and \$70.00 per month for family plan coverage.

11 (b) All employees enrolled in the Patient Choice HMO will pay health  
12 insurance premiums of \$50.00 per month for single plan coverage and  
13 \$100.00 per month for family plan coverage.

14 (c) All employees enrolled in the Patient Choice PPO will pay health insurance  
15 premiums of \$75.00 per month for single plan coverage and \$150.00 per  
16 month for family plan coverage.

17 (d) Each eligible employee enrolled in the WPS Statewide/National PPO will  
18 pay health insurance premiums of \$100.00 per month for single plan  
19 coverage and \$200.00 per month for family plan coverage.

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

27 (f) The County shall deduct employees' contributions to health insurance on a  
28 pre-tax basis pursuant to a Section 125 Plan. Other benefits may be  
29 included in the Section 125 Plan as mutually agreed upon by the County  
30 and the Union. Such agreement would be by collateral agreement to this  
31 contract.

1 (g) The County shall establish and administer Flexible Spending Accounts  
2 (FSA's) for those employees who desire to pre-fund their health insurance  
3 costs as governed by IRS regulations. The County retains the right to select  
4 a third party administrator.

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

15 (5) Where both husband and wife are employed by the County, either the husband or  
16 the wife shall be entitled to one family plan. Further, if the husband elects to be the  
17 named insured, the wife shall be a dependent under the husband's plan, or if the  
18 wife elects to be the named insured, the husband shall be a dependent under the  
19 wife's plan. Should neither party make an election the County reserves the right to  
20 enroll the less senior employee in the plan of the more senior employee.

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

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

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

- 1           (9)    The County reserves the right to terminate its contracts with its health plans and  
2                enter into a contract with any other administrator.    The County may terminate its  
3                contract with its current health plan administrator and enter into a replacement  
4                contract with any other qualified administrator or establish a self-administered plan  
5                provided:
- 6                (a)    That the cost of any replacement program shall be no greater to  
7                        individual group members than provided in par. (3) above immediately  
8                        prior to making any change.
- 9                (b)    That the coverages and benefits of such replacement program shall  
10                      remain the same as the written Plan Document currently in effect for  
11                      employees and retirees.
- 12              (c)    Prior to a substitution of a Third Party Administrator (TPA) or  
13                      implementing a self-administered plan, the County agrees to provide  
14                      the Union with a full 60 days to review any new plan and/or TPA.
- 15           (10)   The County reserves the right to establish a network of Preferred Providers. The  
16                network shall consist of hospitals, physicians, and other health care providers  
17                selected by the County. The County reserves the right to add, modify or delete any  
18                and all providers under the Preferred Provider Network.
- 19           (11)   Upon the death of any retiree, only those survivors eligible for health insurance  
20                benefits prior to such retiree's death shall retain continued eligibility for the  
21                Employee Health Insurance Program.
- 22           (12)   Employees hired on and after January 01, 1994 may upon retirement opt to  
23                continue their membership in the County Group Health Benefit Program upon  
24                payment of the full monthly cost.
- 25           (13)   All eligible employees enrolled in the PPO shall have a deductible equal to the  
26                following:
- 27                (a)    The in-network deductible shall be one hundred fifty dollars (\$150.00)  
28                        per insured, per calendar year; four hundred fifty dollars (\$450.00) per  
29                        family, per calendar year.
- 30                (b)    The out-of-network deductible shall be four hundred dollars (\$400.00) per

- 1                   insured, per calendar year; one thousand two hundred dollars (\$1,200.00)  
2                   per family, per calendar year.
- 3       (14) All eligible employees and/or their dependents enrolled in the PPO shall be subject  
4       to a twenty dollar (\$20.00) in-network office visit co-payment or forty dollar  
5       (\$40.00) out-of-network office visit co-payment for all illness or injury related  
6       office visits. The in-network office visit co-payment shall not apply to preventative  
7       care, which includes prenatal, baby-wellness, and physicals, as determined by the  
8       plan.
- 9       (15) All eligible employees and/or their dependents enrolled in the PPO shall be subject  
10      to a co-insurance co-payment after application of the deductible and/or office visit  
11      co-payment.
- 12           (a) The in-network co-insurance co-payment shall be equal to ten percent  
13           (10%) of all charges subject to the applicable out-of-pocket maximum,
- 14           (b) The out-of-network co-insurance co-payment shall be equal to twenty  
15           percent (20%) of all charges subject to the applicable out-of-pocket  
16           maximum,
- 17      (16) All eligible employees enrolled in the PPO shall be subject to the following out-of-  
18      pocket expenses including any applicable deductible and percent co-payments to a  
19      calendar year maximum of
- 20           (a) one thousand five hundred dollars (\$1,500.00) in-network under a single  
21           plan.
- 22           (b) two thousand five hundred dollars (\$2,500.00) in-network under a family  
23           plan.
- 24           (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
- 25           (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.
- 26           (e) Office visit co-payments are not limited and do not count toward the  
27           calendar year out-of-pocket maximum(s).
- 28           (f) Charges that are over usual and customary do not count toward the calendar  
29           year out-of-pocket maximum(s).
- 30           (g) Prescription drug co-payments do not count toward the calendar year out-  
31           of-pocket maximum(s).

- 1 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid by  
2 the County at 100% after the calendar year out-of-pocket maximum(s) has  
3 been satisfied.
- 4 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a fifty  
5 dollar (\$50.00) emergency room co-payment in-network or out-of-network. The  
6 co-payment shall be waived if the employee and/or their dependents are admitted  
7 directly to the hospital from the emergency room. In-network and out-of-network  
8 deductibles and co-insurance percentages apply.
- 9 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a  
10 thirty (30) day prescription drug supply at a participating pharmacy:
- 11 (a) Five dollar (\$5.00) co-payment for all generic drugs.
- 12 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the  
13 formulary list.
- 14 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.
- 15 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-  
16 payment level at the discretion of the plan.
- 17 (e) The plan shall determine all management protocols.
- 18 (19) All eligible employees and/or their dependents enrolled in the HMO shall be  
19 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury  
20 related office visits. The office visit co-payment shall not apply to preventative  
21 care. The County and/or the plan shall determine preventative care.
- 22 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one  
23 hundred dollar (\$100.00) co-payment for each in-patient hospitalization. There is a  
24 maximum of five (5) co-payments per person, per calendar year.
- 25 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty  
26 percent (50%) co-insurance on all durable medical equipment to a maximum of  
27 fifty dollars (\$50.00) per appliance or piece of equipment.
- 28 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a  
29 fifty dollar (\$50.00) emergency room co-payment (facility only). The co-payment  
30 shall be waived if the employee and/or their dependents are admitted to the hospital  
31 directly from the emergency room.

- 1 (23) All eligible employees and/or their dependents benefits for the in-patient and out-  
2 patient treatment of mental and nervous disorders, alcohol and other drug abuse  
3 (AODA) are as follows:
- 4 (a) If the employee and the dependent use an in-patient PPO facility,  
5 benefits are payable at eighty percent (80%) of the contracted rate for thirty  
6 (30) days as long as the PPO approves both the medical necessity and  
7 appropriateness of such hospitalization.
- 8 (b) If the employee and the dependent use a non-PPO facility, benefits are  
9 payable at fifty percent (50%) of the contracted rate for a maximum of  
10 thirty (30) days. The hospitalization is still subject to utilization review for  
11 medical necessity and medical appropriateness.
- 12 (c) The first two (2) visits of outpatient treatment by network providers will be  
13 reimbursed at one hundred percent (100%) with no utilization review  
14 required. Up to twenty-five (25) further visits for outpatient treatment when  
15 authorized by the PPO, will be reimbursed at ninety-five percent (95%) of  
16 the PPO contracted rate. In addition, when authorized by the PPO, up to  
17 thirty (30) days per calendar year, per insured, of day treatment or partial  
18 hospitalization shall be paid at ninety-five percent (95%) of the contracted  
19 rate for all authorized stays at PPO facilities.
- 20 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO  
21 but not provided by a PPO provider shall be paid at fifty percent (50%) of  
22 the contracted rate for all medically necessary and appropriate treatment as  
23 determined by the PPO. When authorized by the PPO, up to thirty (30) days  
24 per calendar year, per insured, of day treatment or partial hospitalization  
25 shall be paid at fifty percent (50%) of the contracted rate for all authorized  
26 stays at non-PPO facilities.
- 27 (24) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
28 (\$500.00) per contract (single or family plan) to each eligible employee who elects  
29 to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee  
30 who is hired on and after January 1 and who would be eligible to enroll in health  
31 insurance under the present County guidelines who chooses not to enroll in a

1 Milwaukee County health plan shall also receive five hundred dollars (\$500.00).  
2 Proof of coverage in a non-Milwaukee County group health insurance plan must be  
3 provided in order to qualify for the five hundred dollars (\$500.00) payment. Such  
4 proof shall consist of a current health enrollment card.

5 (a) The five hundred dollars (\$500.00) shall be paid on an after-tax basis.  
6 When administratively possible, the County may convert the five hundred  
7 dollars (\$500.00) payment to a pre-tax credit, which the employee may use  
8 as a credit towards any employee benefit available within a flexible benefits  
9 plan.

10 (b) The five hundred dollars (\$500.00) payment shall be paid on an annual  
11 basis by payroll check no later than April 1st of any given year to qualified  
12 employees on the County payroll as of January 1st. An employee who loses  
13 his/her non-Milwaukee County group health insurance coverage may elect  
14 to re-join the Milwaukee County Conventional Health Plan. The employee  
15 would not be able to re-join an HMO until the next open enrollment period.  
16 The five hundred dollars (\$500.00) payment must be repaid in full to the  
17 County prior to coverage commencing. Should an employee re-join a  
18 health plan he/she would not be eligible to opt out of the plan in a  
19 subsequent calendar year.

20 (25) The County shall implement a disease management program. Such program shall  
21 be designed to enhance the medical outcome of a chronic illness through education,  
22 treatment, and appropriate care. Participation in the program by the patient shall be  
23 strictly voluntary, and the patient can determine their individual level of  
24 involvement. Chronic illness shall be managed through a variety of interventions,  
25 including but not limited to contacts with patient and physician, health assessments,  
26 education materials, and referrals. The County shall determine all aspects of the  
27 disease management program.

28 (26) Milwaukee County will provide a Dental Insurance Plan equal to and no less than  
29 is currently available to employees. Bargaining unit employees hired on or after  
30 May 20, 1990 and each eligible employee enrolled in the Milwaukee County

Dental Benefit Plan shall pay \$2.00 per month toward the cost of a single plan, or \$6.00 per month toward the cost of a family plan. Employees may opt not to enroll in the Dental Plan.

#### 2.04 LIFE INSURANCE

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

(2) Effective Pay Period 1 in 2001 (December 24, 2000) the County shall pay the full monthly premium per \$1,000 of coverage for eligible employees' basic life insurance based on the authorized annual salary up to and including the first \$25,000 thereof. For coverage above the first \$25,000, the monthly premium shall be shared by the County and the employee pursuant to Chapter 62.04 of the County Ordinances.

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

| AGE               | PERCENTAGE |
|-------------------|------------|
| 65                | 8%         |
| 66                | 16%        |
| 67                | 24%        |
| 68                | 32%        |
| 69                | 40%        |
| 70 and thereafter | 75%        |

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

(5) Employees will be eligible to apply for additional coverage in the Optional



Life Insurance Program provided in Section 62.08 of the General Ordinances of Milwaukee County, pursuant to the annual open enrollment period. The entire cost of this additional insurance shall be borne by the employee.

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

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

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

#### 2.05 CALL IN PAY

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

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

#### 2.06 UNIFORM ALLOWANCE

(1) Employees shall be furnished a full uniform at time of hire or as soon thereafter as practicable. The Uniform so furnished shall be in accordance

1 with the regulations of the department setting forth prescribed minimum  
2 equipment for each employee. Any employee whose employment is  
3 terminated within 2 years from the date of hire shall return all uniform items  
4 furnished by the County to the department within 7 days of termination.

5 (2) Effective December 23, 2001, the annual allowance for all employees required  
6 to wear uniforms shall be \$600.00. Such amount shall be paid in accordance  
7 with existing practices.

8 (3) Employees shall be furnished all protective clothing required by the chief. The  
9 cost of replacement of said items as directed by the chief shall be borne by the  
10 County.

11 (4) Employees shall not be required to wear dress blue uniforms to and from work.  
12

#### 13 2.07 OFF DAYS

14 (1) Effective December 23, 2001, employees shall be granted 12 paid off days per  
15 year in lieu of holidays and personal days. Such days shall be selected by the  
16 employees on the basis of departmental seniority.

17 (2) Employees shall be granted such off days during their first calendar year of  
18 employment as follows:

| 19 <u>DATE OF HIRE</u>                  | <u>NUMBER OF DAYS</u> |
|-----------------------------------------|-----------------------|
| 20 From January 1 through February 21   | 12                    |
| 21 From February 22 through April 24    | 10                    |
| 22 From April 25 through June 5         | 8                     |
| 23 From June 6 through July 27          | 6                     |
| 24 From July 28 through September 17    | 5                     |
| 25 From September 18 through November 8 | 3                     |
| 26 From November 9 through December 31  | 1                     |

#### 27 28 2.08 VACATION

29 (1) Effective January 1, 2002, employees shall receive annual leave with pay to  
30 serve as vacation in accordance with the following schedule based upon years

of continuous service, as defined in S. 17.17, C.G.O.:

|                |         |
|----------------|---------|
| After 1 year   | 5 days  |
| After 5 years  | 7 days  |
| After 10 years | 10 days |
| After 15 years | 12 days |
| After 20 years | 15 days |

For purposes of this section, a vacation day shall mean one 24-hour shift.

- (2) Departmental seniority shall be used for the purpose of making vacation selections.
- (3) Employees with the same hiring date in the department shall be placed on the seniority list according to their relative rank on the eligible list.

#### 2.09 INJURY OR ILLNESS IN LINE OF DUTY

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

#### 2.10 SICK LEAVE

- (1) Effective April 6, 1986 the sick leave accrual rate shall be increased to 7.4 hours per pay period and the employee's sick leave bank shall be increased by .4231%.
- (2) In addition to other causes set forth in s. 17.18(4), C.G.O., sick leave may be taken for the purpose of enabling employees to receive non-emergency medical attention during duty hours after a good faith effort has been made to schedule such appointments during off duty time. Such leave may be allowed for scheduled appointments for any type of medical or dental care.

This modification in the use of sick leave recognizes the current difficulty encountered in attempting to schedule non-emergency medical

1 treatment during an employee's off duty hours. Because of the nature of the  
2 treatment or examination for which sick leave is allowed for these purposes,  
3 such absences are predictable. In order to be excused from duty for the type  
4 of medical treatment or examination contemplated herein, the practitioner  
5 treating the employee shall provide the employee with written notice setting  
6 forth the date and time of the employee's appointment, which notice shall be  
7 filed with the employee's supervisor.

8 Excused time charged against sick leave for these purposes shall be  
9 limited to 3 hours per incident including travel between the employee's work  
10 site and the place of his appointment.

#### 11 12 2.11 LAYOFFS AND RECALL

- 13 (1) Layoffs shall be made within classification on a countywide basis in the  
14 inverse order of total County seniority. Employees on emergency or  
15 temporary appointment in the affected classification shall be laid off prior to  
16 the layoff of employees on regular appointment.
- 17 (2) The Department of Human Resources will make every reasonable effort to  
18 place laid off employees in comparable positions where vacancies exist.
- 19 (3) Employees on layoff shall be recalled to vacancies in their classification in the  
20 inverse order of layoff.

#### 21 22 2.12 LONGEVITY

- 23 (1) (a) Employees with 6 years of current continuous service with Milwaukee  
24 County shall receive \$150 in the pay period following their  
25 anniversary date.
- 26 (b) Employees with 10 years of current continuous service with  
27 Milwaukee County shall receive \$245 in the pay period following their  
28 anniversary date.
- 29 (c) Employees with 15 years of current continuous service with  
30 Milwaukee County shall receive \$305 in the pay period following their  
31 anniversary date.

- 1 (d) Employees with 20 years of current continuous service with  
2 Milwaukee County shall receive \$365 in the pay period following  
3 their anniversary date.  
4

5 2.14 TEMPORARY ASSIGNMENT

6 When assigned to perform duties of a higher classification, employees will be  
7 paid for all hours as though promoted to such classification, except Fire Fighter and  
8 Equipment Operator, when assigned as Fire Captain, shall be compensated at the top step of  
9 Pay Range 18B.  
10

11 2.15 RETIREMENT BENEFITS

- 12 (1) For members whose continuous membership began on or after January 1,  
13 1982, the provisions of Chapter 2.01.24, County General Ordinances,  
14 Employee's Retirement System shall be modified as follows:

- 15 (a) Final Average Salary means the average annual earnable compensation  
16 for the five (5) consecutive years of service during which the member's  
17 earnable compensation was the highest, or, if he/she should have less  
18 than five years of service, then the average annual earnable  
19 compensation during such period of service.
- 20 (b) A member who meets the requirements for a normal pension shall  
21 receive an amount equal to 1.5% of his final average salary multiplied  
22 by the number of years of service.
- 23 (c) All pension service credit earned on or after January 1, 2001 shall be  
24 credited in an amount equal to 2% of the member's final average  
25 salary. For each year of service credit earned after January 1, 2001,  
26 eight (8) years of service credit earned prior to January 1, 2001 shall be  
27 credited at 2% of the member's final average salary. Said credit shall  
28 be awarded on a daily basis.

- 1 (d) Any member who first became a member of the system on or after  
2 January 1, 1982, shall not be eligible for a deferred vested pension if  
3 his/her employment is terminated prior to the completion of 5 years of  
4 service.
- 5 (2) In accordance with Chapter 201.24 County General Ordinances for a member  
6 whose continuous membership began prior to January 1, 1982:
- 7 (a) Final Average Salary means the average annual earnable compensation  
8 for the three (3) consecutive years of service during which the  
9 member's earnable compensation was highest, or, if he/she should have  
10 less than three (3) years of service, then his/her average earnable  
11 compensation during such period of time.
- 12 (b) A member who meets the requirements for a normal pension shall  
13 receive an amount equal to 2% of the final average salary multiplied by  
14 the number of years of service.
- 15 (c) Any member whose last period of continuous membership began on or  
16 after January 1, 1971, but prior to January 1, 1982 shall not be eligible  
17 for a deferred vested pension if his employment is terminated prior to  
18 his completion of six (6) years of service.
- 19 (3) For employees hired on or after January 1, 1985, the provisions of chapter  
20 2.01.24, County General Ordinances, Employee's Retirement System shall be  
21 modified as follows:
- 22 (a) Final Average Salary shall be based solely on total straight time hours  
23 paid for the five (5) consecutive years of service during which the  
24 member's earnable compensation was the highest, or, if he/she should  
25 have less than five (5) years of service, then his/her average straight  
26 time hours paid during such period of service.
- 27 (4) Employees hired on or after January 1, 1999 shall have all service earned after  
28 January 1, 2001 credited at 2% and for each year of service after January 1  
29 2001, shall have eight (8) years of service earned prior to January 1, 2001  
30 credited at 2%. Upon retirement an employee may elect to receive payment in  
31 a lump sum of all vacation to which he is entitled.

- 1           (5)     An employee-member retiring shall be eligible for a normal pension if his/her  
2                     employment is terminated on or after he/she attained age 55 and has completed  
3                     30 years of service; or if his/her employment is terminated on or after he/she  
4                     has attained age 60 and has completed 5 years of service.
- 5           (6)     In the event of the death of an employee-member in active service prior to age  
6                     60 and after completing at least 10 years of service, his surviving dependent  
7                     spouse or child shall receive a survivor pension. This provision shall apply to  
8                     all employee-members hired on or after the effective date of this Agreement.
- 9           (7)     A member of the retirement system shall be eligible for an accidental disability  
10                    pension if his/her employment is terminated prior to his/her normal retirement  
11                    age by reason of total and permanent incapacity for any duty as the natural and  
12                    proximate result of an accident occurring at some definite time and place while  
13                    in the actual performance of duty. The last payment shall be made, if disability  
14                    ceases prior to his/her normal retirement date, the first day of the month in  
15                    which the disability ceases.

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

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

- 1 (8) Veteran Service Credit – Employees retiring on and after the effective date of  
2 this Agreement shall be entitled to pension service credit for military service  
3 under Section 201.24 II(1) of the Employees’ Retirement system  
4 notwithstanding the effective date indicated in the amendment.
- 5 (9) Employees on the payroll as of December 1, 1996 who retire on or after  
6 December 1, 1996 shall be eligible for normal retirement benefits when the  
7 total of their age and service total 75. This provision shall not apply to  
8 deferred retirement.
- 9 (10) For service earned as a firefighter after December 31, 1998 by the below listed  
10 employees, the pension multiplier shall be increased from 1.5% to 2%. If  
11 otherwise eligible for a normal pension, the calculation shall be based on a five  
12 high year average of base salary. (Base salary does not include any overtime  
13 compensation or any other payments in excess of the employee’s annual  
14 wage).
- |                               |                       |
|-------------------------------|-----------------------|
| 15 Bujanovich, Jr., Daniel N. | Hareng, Daniel W.     |
| 16 Lutzen, Laura D.           | Wisniewski, Scott A.  |
| 17 Plumb, David S.            | Citro, Michael L.     |
| 18 Calhoun, Alan J.           | Banda, George F.      |
| 19 Erdmann, Kevin S.          | Wilson, Jr., Frank A. |
| 20 Birmingham, Jeffery L.     | Rabenberg, Frank A.   |
| 21 Benson, Roger T.           | Salbashian, Victor S. |
- 22 (11) Retention Incentive Bonus – The following employees shall have all past and  
23 future pension service credited at 2% and upon retirement shall be eligible for  
24 a bonus of 7.5% added to the Final Average Salary for each year of service  
25 credit earned after January 1, 2001. Said bonus shall be credited on a daily  
26 basis and the maximum bonus which can be added shall not exceed 25%.
- |                        |                  |
|------------------------|------------------|
| 27 Banda, George       | Heindl, Robert   |
| 28 Birmingham, Jeffery | Lopez, Raymond   |
| 29 Bujanovich, Daniel  | Plumb, David     |
| 30 Calhoun, Alan       | Rabenberg, Frank |



|   |                  |                    |
|---|------------------|--------------------|
| 1 | Erdmann, Kevin   | Salbashian, Victor |
| 2 | Greenhill, Larry | Wilson, Jr., Frank |
| 3 | Hareng, Daniel   | Wisniewski, Scott  |

4       (12) Sick Allowance Balance Upon Retirement

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

23           (b) Members of the Employees' Retirement System whose membership  
24               began on or after January 1, 1994 shall have the full value of their  
25               accrued sick allowance at the time of retirement (total hours accrued  
26               multiplied by the hourly rate at the time of retirement) credited toward  
27               the cost of health insurance after retirement. When the amount credited  
28               is exhausted, the member or eligible beneficiary may opt to continue  
29               their participation in the County Group Health Benefit Program upon  
30               payment of the full monthly cost. The provisions of this section shall

1 not apply to a member who is eligible for a deferred retirement benefit  
2 under section 4.5 of 201.24 of the Employees' Retirement System.

3 (13) Back Drop Pension Benefit – The provisions of this section shall apply to any  
4 employee whose application to retire is filed and effective after January 1,  
5 2001 and to any employee whose last period of continuous membership in the  
6 Employees' Retirement System began before June 19, 2007; but shall not  
7 apply to any member of the Employee Retirement System who is eligible for a  
8 deferred pension benefit under 201.24(4.5). Nor shall this provision apply to  
9 any employee whose membership in the Employees' Retirement System  
10 began on or after June 19, 2007. Upon retirement, an eligible employee may  
11 opt for a "back drop" pension benefit as follows:

12 (a) An employee may request a monthly pension benefit based on accrued  
13 pension service credit and final average salary calculation as of a  
14 specific date in the past which shall be referred to as the "back drop  
15 date". The "back drop date" may not be prior to the earliest date that  
16 the employee was eligible to retire; and shall not be less than one year  
17 prior to the date that the employee leaves active County employment.  
18 The monthly pension benefit the employee was eligible to receive as of  
19 the "back drop date" shall be referred to as the "monthly drop benefit".

20 (b) The total amount of the "monthly drop benefit" payments the employee  
21 would have received (plus the annual 2% pension increase) between the  
22 "back drop date" and the date that the employee is removed from the  
23 County payroll due to actual retirement (after exhausting all allowable  
24 accrued time balances as documented by an ETCR form, excluding sick  
25 allowance payments), plus interest earnings compounded on a monthly  
26 basis equal to the pension fund rate of return used by the ERS actuary  
27 for computing the County's annual contribution to the system shall be  
28 referred to as the "total drop benefit".

29 (c) If the employee opts for a "back drop" pension benefit:

30 1. The "total drop benefit" shall be paid to the employee with  
31 appropriate deductions for state and federal taxes; or if

permitted by IRS regulations, the employee may “roll over” the “total drop benefit” into an IRA; and

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

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

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

#### 2.16 EMERGENCY MEDICAL TECHNICIAN TRAINING

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

#### 2.17 DUES DEDUCTION

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

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

#### 2.18 FAIR LABOR STANDARDS ACT

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

(A) A 15-day work period.

(B) Changing from a 17.1 hour day to a 24 hour day.

(C) Regular pay checks based on 112.3 hour per pay period.

1     2.40 CHANGES IN CLASSIFICATION

- 2           (1)     When, in the judgment of the Association or the County, a position or group of  
3                   positions in the bargaining unit is improperly classified because of changes in  
4                   the duties or responsibilities, the Association or County shall submit its  
5                   recommendations for reclassification in writing to the Director of the  
6                   Department of Human Resources. All requests shall include an updated  
7                   position description, detailed information regarding the duties assigned to the  
8                   position, a summary of the change in duties and other pertinent information in  
9                   a format designated by the Director of Human Resources. The Director of  
10                  Human Resources shall review the duties assigned to the position as well as  
11                  any other information provided and submit recommendation to the  
12                  Association.
- 13          (2)     In the event the Association concurs with the recommendations of the Director  
14                   of Human Resources to reclassify a position, the recommendations shall be  
15                   included in a report distributed to all County Board Supervisors.
- 16          (3)     In the event the Association does not concur with the recommendation of the  
17                   Director of Human Resources, both parties may request or provide such  
18                   additional information as may clarify the appropriate classification for the  
19                   position. After reviewing the additional information, if both parties concur that  
20                   a reclassification is appropriate, the recommendation of the Director of Human  
21                   Resources shall be included in a report distributed to all County Board  
22                   Supervisors.
- 23          (4)     In the event the Association and the Director of Human Resources cannot  
24                   agree on the appropriate classification for an existing position, either party may  
25                   appeal to the Personnel Committee within 30 day of receiving notice of the  
26                   Director of Human Resources final recommendation. Both parties shall submit  
27                   a written summary of the rationale for their opinion to the Personnel  
28                   Committee as well as any other information deemed appropriate. The decision  
29                   of the County Board on the Personnel Committee recommendation, subject to  
30                   review by the County Executive, shall be final and if a change in classification

1 is approved, it shall be implemented the first day of the pay period following  
2 that in which a resolution adopted by the County Board has been approved by  
3 the County Executive.

4 (5) Monthly, while a reclassification is pending, the Director of Human Resources  
5 shall provide a report to the Personnel Committee which lists all position  
6 reclassification which the Director intends to approve, along with a fiscal note  
7 for each. This report shall be distributed to all County Supervisors and placed  
8 on the Personnel Committee agenda for informational purposes. If a County  
9 Supervisor objects to the decision of the Director of Human Resources within  
10 seven working days of receiving this report, the reclassification shall be held in  
11 abeyance until resolved by the County Board upon recommendation of the  
12 Personnel Committee, and subsequent County Executive action. If no County  
13 Supervisors object, the reclassification shall be implemented the first day of  
14 the first pay period following the meeting of the Personnel Committee and in  
15 compliance with collective bargaining agreements. In the event the County  
16 Board takes no action on a reclassification, after receipt of a recommendation  
17 from the Personnel Committee, the reclassification shall be implemented the  
18 first day of the first pay period following action by the County Executive or, in  
19 the event of a veto, final County Board action.

20 (6) The new rate of pay for the position reclassified shall be effective 120 days  
21 from the date of the request for reclassification or upon the effective date of the  
22 reclassification, whichever is less, except in instances where the position is  
23 reclassified to a classification in a lower pay range the provisions of Chapter  
24 17 of the County Ordinances shall apply.

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

28

1    2.41 DEFERRED COMPENSATION

2           Bargaining unit employees shall be permitted to participate in Milwaukee County's  
3   Deferred Compensation Program. Milwaukee County reserves the unilateral right to select  
4   the Plan Administrator and/or change the Plan Administration.  
5

6    2.42 EMPLOYEE LIABILITY

7           If the defendant in any action or special proceeding is a public officer or employee and  
8   is proceeded against as an individual because of acts committed while carrying out his/her  
9   duties as an officer or employee and the jury or the court finds that such defendant was acting  
10   within the scope of his/her employment, the judgment as to damages and costs entered against  
11   the officer or employee in excess of any insurance available to the officer or employee shall  
12   be paid by the County of which the defendant is an officer or employee. Regardless of the  
13   results of the litigation, the governmental unit, if it does not provide legal counsel to the  
14   defendant officer or employee, shall pay reasonable attorney's fees and costs of defending the  
15   action, unless it is found by the court or jury that the defendant officer or employee did not act  
16   within the scope of employment. Failure by the officer or employee to give notice to his/her  
17   department head of action or special proceeding commenced against the defendant officer or  
18   employee as soon as reasonably possible is a bar to recovery by the officer or employee from  
19   the County of reasonable attorney's fees and cost of defending the action. The attorney's fee  
20   and expenses shall not be recoverable if the County offers the officer or employee legal  
21   counsel and the offer is refused by the defendant officer or employee.  
22

23   2.43 MILITARY LEAVE

- 24           (1)   Employees holding regular civil service status who are required to take periods  
25               of training for the purpose of retaining status as members in organized units of  
26               the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard,  
27               and the National Guard, and who are ordered to active duty, may be granted  
28               leave of absence upon submission of evidence of receipt of competent orders.
- 29           (2)   Employees shall have the option to receive full County pay during such leave  
30               or to retain military pay. Employees choosing to be compensated by the

County shall submit their military base pay to the County Treasurer.

(3) Paid leave of absence for this purpose shall not exceed 15 days per year.

(4) Rule VIII, Section 2(d) of the Rules of the Civil Service Commission shall apply to employees returning from military leave.

#### 2.44 DEPENDENT CARE VOUCHERS

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

### P A R T 3

#### 3.01 DEPARTMENTAL WORK RULES

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

#### 3.011 ALCOHOL AND DRUG TESTING

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

1    3.02 BARGAINING TIME

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

8  
9    3.15 FAIR SHARE AGREEMENT

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

16                  (a)   Such deduction shall be made and forwarded to the treasurer of the  
17                          certified bargaining representative from the biweekly earnings of all  
18                          bargaining unit employees.

19                  (b)   That such deduction shall be made and forwarded to the treasurer of the  
20                          certified bargaining representative from the biweekly earnings of new  
21                          bargaining unit employees from the first pay period earnings.

22                  (c)   Any increase in fair share amounts to be deducted shall be certified by  
23                          the Association at least 15 days before the start of the pay period the  
24                          increased deduction is to be effected.

25           (2)   There shall be no lockout of Association employees. In the event that during  
26                  the continuance of its recognition, Milwaukee County Fire Fighters'  
27                  Association, its officers, agents or employees, acting individually or in concert  
28                  with one another, engage in or encourage any Union-authorized strike or work  
29                  stoppage against the County, including any of its departments and/or agencies,  
30                  the deductions and payments of fair share contributions made in accordance



1 with this agreement shall be terminated forthwith by the County. Thereafter,  
2 for a period of one year, measured from the date of the onset of such strike or  
3 work stoppage, no deductions whatever shall be made from the earnings of any  
4 employee who has not filed a voluntary dues checkoff card, nor shall any  
5 payment whatever be made to the Treasurer of Milwaukee County Fire  
6 Fighters Association on account of such fair share agreement.

7 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other  
8 interference with any phase of the County's operation by Association members,  
9 the County will notify the Association officials in writing of such occurrence.  
10 The Association shall, as promptly as possible, denounce the strike, work  
11 stoppage, slowdown or other interference with any phase of the County's  
12 operation and order its members to return to work. Good faith compliance  
13 with these requirements will stay the effect of par. (2). Failure on the part of  
14 the Union to immediately denounce the strike, work stoppage, slowdown or  
15 other interference with County operations, and/or to order its members back to  
16 work, shall constitute an admission of the Association's part that such strike,  
17 work stoppage, slowdown or other interference with County operations is  
18 authorized.

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

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

15  
16                   P A R T   4  
17

18   4.01 GRIEVANCE PROCEDURE

- 19           (1)   APPLICATION: EXCEPTIONS   The grievance procedure shall not be used  
20                   to change existing wage schedules, hours of work, working conditions, fringe  
21                   benefits and position classifications established by ordinances and rules which  
22                   are matters processed under other existing procedures. Only matters involving  
23                   the interpretation, application, or enforcement of the terms of this Agreement  
24                   shall constitute a grievance.
- 25           (2)   REPRESENTATIVES   An employee may choose to be represented at any step  
26                   in the procedure by an Association representative of his/her choice. (Not to  
27                   exceed 2.)
- 28           (3)   TIME OF HANDLING   Whenever practical, grievances will be handled  
29                   during the regularly scheduled working hours of the parties involved.  
30

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

10 (5) SETTLEMENT OF GRIEVANCES Any grievance shall be considered settled  
11 at the completion of any step in the procedure if all parties concerned are  
12 mutually satisfied. Dissatisfaction is implied in recourse from one step to the  
13 next.

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

15 (a) Written Grievance Appeal Form;

16 (b) Grievance Disposition Form;

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

19 1. The employee alone or with his/her Association representative  
20 shall cite the rule, regulation or contract provision that was  
21 alleged to have been violated at the first step of the grievance  
22 procedure.

23 2. The employee alone or with his/her Association Representative  
24 shall in writing provide his/her immediate supervisor designated  
25 to hear grievances an explanation as to when, where, what, who,  
26 and why the employee believes that his/her contractual rights  
27 have allegedly been violated. The Written Grievance Appeal  
28 Form shall contain the date or time that the employee alleges  
29 that his/her contractual rights have been violated.  
30

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

(7) STEPS IN THE PROCEDURE

(a) STEP 1

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

1 (b) STEP 2

2 1. If the grievance is not settled at the first step, the employee with  
3 his/her Association representative shall prepare the Written  
4 Grievance Appeal Form and shall serve it upon the person  
5 designated to receive grievances for the Director of Public  
6 Works and shall present such form to the supervisor designated  
7 in paragraph 1 to initial as confirmation of his/her verbal  
8 response.

9 (a) The employee alone or with his/her Association  
10 representative shall fill out the Written Grievance  
11 Appeal Form pursuant to Section 4.01 (6) 1, 2, 3, 4, 5, 6,  
12 7, of this Agreement.

13 2. The employee alone or with his/her Association representative  
14 after receiving confirmation shall forward the grievance to his/her  
15 appointing authority or the person designated by him/her to  
16 receive grievances within fifteen (15) working days of the verbal  
17 decision.

18 3. The person designated in Step 2, Par. 2, will schedule a hearing  
19 with the person concerned and within fifteen (15) days from date  
20 of service of the Written Grievance Appeal Form, the Hearing  
21 Officer shall inform the aggrieved employee and the President of  
22 the Association in writing of his/her decision.

23 4. The second step of the grievance procedure may be waived by  
24 mutual consent of the President of the Association or designee  
25 and the Director of Labor Relations. If the grievance is not  
26 resolved at Step 2 as provided, the Association shall appeal  
27 such grievance within forty-five (45) days from the date of the  
28 second step grievance disposition to Step

29 (c) STEP 3

30 1. The Director of Labor Relations or designee shall attempt  
31 to resolve all grievances timely appealed to the 3rd Step. The

1 Director of Labor Relations or his/her designee shall respond in  
2 writing to the Association within 30 working days from the date  
3 of receipt by the Director of Labor Relations of the Step 2 appeal.

4 2. In the event the Director of Labor Relations or designee  
5 and the President of the Association or his/her designee mutually  
6 agree to a resolution of the dispute, it shall be reduced to writing  
7 and binding upon all parties and shall serve as a bar to further  
8 appeal.

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

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

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

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

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

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

28 (13) The Association shall, in writing, notify the Director of Labor Relations or  
29 designee within forty-eight (48) hours prior to the arbitration hearing of the  
30 names of employees the Association wishes to have released for the arbitration

1 hearing. The release of said employees shall be subject to the review by the  
2 Director of Labor Relations or designee. The release of employees shall not be  
3 unreasonably denied.  
4

#### 5 4.02 ARBITRATION PROCEDURE

- 6 (1) To assist in the resolution of disputes arising under the terms of the Agreement  
7 and in order to resolve such disputes, the parties agree to petition the  
8 Wisconsin Employment Relations Commission to appoint an Arbitrator from  
9 their staff to resolve all disputes arising between the parties.
- 10 (2) The filing of such a grievance shall not stay the effectiveness of any rule,  
11 directive or order which gave rise to such grievance and any such rule,  
12 directive or order shall remain in full force and effect, unless rescinded or  
13 modified as a result of the Arbitrator's award.
- 14 (3) Arbitration may be initiated by the Union serving upon the county a notice, in  
15 writing, of its intent to proceed to arbitration. The notice shall identify the  
16 specific contract provision upon which it relies, the grievance, the department,  
17 and the employees involved.
- 18 (4) For purposes of brevity, the term "arbitrator" shall refer either to a single  
19 arbitrator or a panel of arbitrators, as the case may be.
- 20 (5) The following subjects shall not be submitted to arbitration:
- 21 (a) The statutory or charter obligations which, by law, are delegated to  
22 the Milwaukee County Board of Supervisors.
- 23 (b) Disputes or differences regarding the classification of positions,  
24 promotion of employees, and elimination of positions.
- 25 (6) No issue shall be subject to arbitration unless the issue results from an action  
26 or occurrence which takes place following the execution of this Agreement.
- 27 (7) The arbitrator selected shall hold a hearing at a time and place convenient to  
28 the parties within thirty (30) working days of the notification of selection,  
29 unless otherwise mutually agreed upon by the parties, and witnesses may be  
30 called. The arbitrator shall determine whether or not the dispute is arbitrable

under the express terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this section to determine the merits of the dispute submitted to arbitration.

(8) No award of any arbitrator may be retroactive for a period greater than 130 working days prior to the formal request for arbitration as herein provided, nor shall it cover or include any period prior to the date of execution of this Agreement.

(9) The Arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitations expressed herein. The arbitrator shall have no authority to grant wage increases or wage decreases.

(10) The arbitrator shall expressly be confined to the precise written issue submitted for arbitration, and shall not submit declarations of opinion which are not essential in reaching the determination of the question submitted unless requested to do so by the parties. It is contemplated by the arbitrator within sixty (60) working days after the notice of appointment unless the parties to this Agreement shall extend the period in writing by mutual consent.

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

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

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

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



1 Arbitrator shall be served upon the Department of Labor Relations and the Association. In  
2 such proceedings the provisions of Section 4.02, Par. (2) shall apply.

3  
4 P A R T 5  
5

6 5.01 ENTIRE AGREEMENT

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

14  
15 5.02 SUCCESSORS AND ASSIGNS

16 In the event any institution, department or other County function is taken over by any  
17 other governmental agency, the County will make every effort to persuade the successor  
18 agency to hire affected employees and to adopt and maintain in force the present wages, hours  
19 and conditions of employment to which the affected employees are entitled under the existing  
20 bargaining agreement.

21  
22 5.03 SAVING CLAUSE

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

1    5.04 COLLATERAL AGREEMENTS

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

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

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

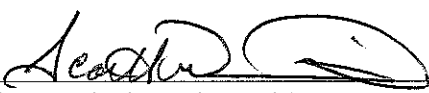
15          All present collateral agreements shall remain in effect for the life of this Agreement  
16 except as otherwise provided in said agreements. All collateral agreements shall be executed  
17 by the appropriate County official and authorized and signed by the Director of Labor  
18 Relations.

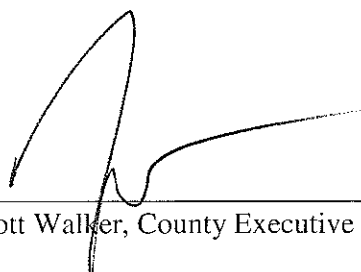
Dated at Milwaukee, Wisconsin this 4<sup>th</sup> day of May, 2009.

(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

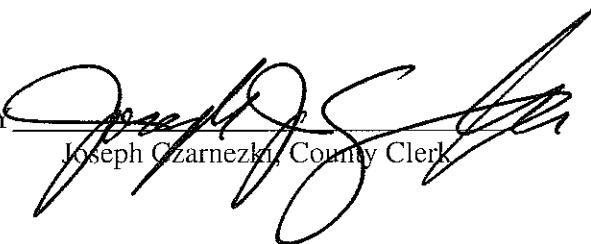
MILWAUKEE COUNTY FIRE FIGHTERS  
ASSOCIATION, INTERNATIONAL  
ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 1072

COUNTY OF MILWAUKEE  
a municipal body corporate

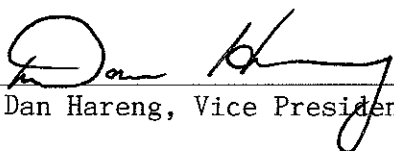
BY   
Scott Wisniewski, President

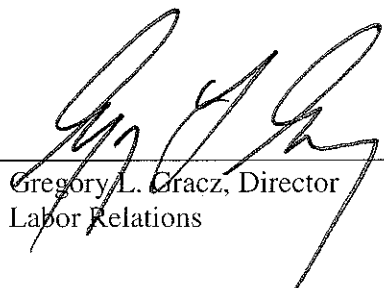
BY   
Scott Walker, County Executive

BY   
~~James Hillesheim~~ Victor Salbashian  
Secretary-Treasurer

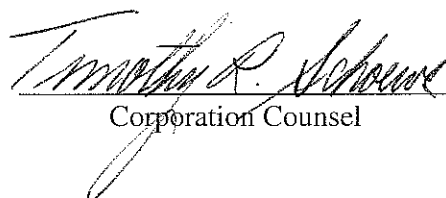
BY   
Joseph Czarnecki, County Clerk

IN PRESENCE OF:

  
Dan Hareng, Vice President

  
Gregory L. Gracz, Director  
Labor Relations

APPROVED FOR EXECUTION

  
Corporation Counsel

Appendix 1  
Firefighters 2007 - 2008 Wage Rates  
(for informational purposes only)

| EFFECTIVE NOVEMBER 04, 2007 |        |          |           | EFFECTIVE NOVEMBER 04, 2007 |        |          |           |
|-----------------------------|--------|----------|-----------|-----------------------------|--------|----------|-----------|
| PAY RANGE 17B               |        |          |           | PAY RANGE 18B               |        |          |           |
| STEP                        | HOURLY | BIWEEKLY | ANNUAL    | STEP                        | HOURLY | BIWEEKLY | ANNUAL    |
| 1                           | 12.14  | 1,363.32 | 35,448.80 | 1                           | 14.83  | 1,665.41 | 43,303.60 |
| 2                           | 14.50  | 1,628.35 | 42,340.00 | 2                           | 15.11  | 1,696.85 | 44,121.20 |
| 3                           | 15.32  | 1,720.44 | 44,734.40 | 3                           | 15.95  | 1,791.19 | 46,574.00 |
| 4                           | 15.62  | 1,754.13 | 45,610.40 | 4                           | 16.38  | 1,839.47 | 47,829.60 |
| 5                           | 15.93  | 1,788.94 | 46,515.60 | 5                           | 16.84  | 1,891.13 | 49,172.80 |
| 6                           | 16.36  | 1,837.23 | 47,771.20 | 6                           | 17.31  | 1,943.91 | 50,545.20 |
| 7                           | 16.70  | 1,875.41 | 48,764.00 | 7                           | 17.64  | 1,980.97 | 51,508.80 |
| 8                           | 17.03  | 1,912.47 | 49,727.60 | 8                           | 17.98  | 2,019.15 | 52,501.60 |
| 9                           | 17.62  | 1,978.73 | 51,450.40 | 9                           | 18.57  | 2,085.41 | 54,224.40 |
| 10                          | 18.32  | 2,057.34 | 53,494.40 | 10                          | 19.27  | 2,164.02 | 56,268.40 |

| EFFECTIVE APRIL 06, 2008 |        |          |           | EFFECTIVE APRIL 06, 2008 |        |          |           |
|--------------------------|--------|----------|-----------|--------------------------|--------|----------|-----------|
| PAY RANGE 17B            |        |          |           | PAY RANGE 18B            |        |          |           |
| STEP                     | HOURLY | BIWEEKLY | ANNUAL    | STEP                     | HOURLY | BIWEEKLY | ANNUAL    |
| 1                        | 12.26  | 1,376.80 | 35,799.20 | 1                        | 14.98  | 1,682.25 | 43,741.60 |
| 2                        | 14.65  | 1,645.20 | 42,778.00 | 2                        | 15.26  | 1,713.70 | 44,559.20 |
| 3                        | 15.47  | 1,737.28 | 45,172.40 | 3                        | 16.11  | 1,809.15 | 47,041.20 |
| 4                        | 15.78  | 1,772.09 | 46,077.60 | 4                        | 16.55  | 1,858.57 | 48,326.00 |
| 5                        | 16.09  | 1,806.91 | 46,982.80 | 5                        | 17.01  | 1,910.22 | 49,669.20 |
| 6                        | 16.53  | 1,856.32 | 48,267.60 | 6                        | 17.48  | 1,963.00 | 51,041.60 |
| 7                        | 16.86  | 1,893.38 | 49,231.20 | 7                        | 17.82  | 2,001.19 | 52,034.40 |
| 8                        | 17.20  | 1,931.56 | 50,224.00 | 8                        | 18.16  | 2,039.37 | 53,027.20 |
| 9                        | 17.80  | 1,998.94 | 51,976.00 | 9                        | 18.76  | 2,106.75 | 54,779.20 |
| 10                       | 18.50  | 2,077.55 | 54,020.00 | 10                       | 19.46  | 2,185.36 | 56,823.20 |

| EFFECTIVE JUNE 29, 2008 |        |          |           | EFFECTIVE JUNE 29, 2008 |        |          |           |
|-------------------------|--------|----------|-----------|-------------------------|--------|----------|-----------|
| PAY RANGE 17B           |        |          |           | PAY RANGE 18B           |        |          |           |
| STEP                    | HOURLY | BIWEEKLY | ANNUAL    | STEP                    | HOURLY | BIWEEKLY | ANNUAL    |
| 1                       | 12.38  | 1,390.27 | 36,149.60 | 1                       | 15.12  | 1,697.98 | 44,150.40 |
| 2                       | 14.80  | 1,662.04 | 43,216.00 | 2                       | 15.41  | 1,730.54 | 44,997.20 |
| 3                       | 15.63  | 1,755.25 | 45,639.60 | 3                       | 16.27  | 1,827.12 | 47,508.40 |
| 4                       | 15.94  | 1,790.06 | 46,544.80 | 4                       | 16.71  | 1,876.53 | 48,793.20 |
| 5                       | 16.25  | 1,824.88 | 47,450.00 | 5                       | 17.18  | 1,929.31 | 50,165.60 |
| 6                       | 16.69  | 1,874.29 | 48,734.80 | 6                       | 17.66  | 1,983.22 | 51,567.20 |
| 7                       | 17.03  | 1,912.47 | 49,727.60 | 7                       | 18.00  | 2,021.40 | 52,560.00 |
| 8                       | 17.37  | 1,950.65 | 50,720.40 | 8                       | 18.34  | 2,059.58 | 53,552.80 |
| 9                       | 17.98  | 2,019.15 | 52,501.60 | 9                       | 18.95  | 2,128.09 | 55,334.00 |
| 10                      | 18.69  | 2,098.89 | 54,574.80 | 10                      | 19.66  | 2,207.82 | 57,407.20 |

| EFFECTIVE OCTOBER 05, 2008 |        |          |           | EFFECTIVE OCTOBER 05, 2008 |        |          |           |
|----------------------------|--------|----------|-----------|----------------------------|--------|----------|-----------|
| PAY RANGE 17B              |        |          |           | PAY RANGE 18B              |        |          |           |
| STEP                       | HOURLY | BIWEEKLY | ANNUAL    | STEP                       | HOURLY | BIWEEKLY | ANNUAL    |
| 1                          | 12.51  | 1,404.87 | 36,529.20 | 1                          | 15.28  | 1,715.94 | 44,617.60 |
| 2                          | 14.94  | 1,677.76 | 43,624.80 | 2                          | 15.57  | 1,748.51 | 45,464.40 |
| 3                          | 15.79  | 1,773.22 | 46,106.80 | 3                          | 16.43  | 1,845.09 | 47,975.60 |
| 4                          | 16.10  | 1,808.03 | 47,012.00 | 4                          | 16.88  | 1,895.62 | 49,289.60 |
| 5                          | 16.41  | 1,842.84 | 47,917.20 | 5                          | 17.35  | 1,948.41 | 50,662.00 |
| 6                          | 16.86  | 1,893.38 | 49,231.20 | 6                          | 17.84  | 2,003.43 | 52,092.80 |
| 7                          | 17.20  | 1,931.56 | 50,224.00 | 7                          | 18.18  | 2,041.61 | 53,085.60 |
| 8                          | 17.54  | 1,969.74 | 51,216.80 | 8                          | 18.52  | 2,079.80 | 54,078.40 |
| 9                          | 18.16  | 2,039.37 | 53,027.20 | 9                          | 19.14  | 2,149.42 | 55,888.80 |
| 10                         | 18.88  | 2,120.22 | 55,129.60 | 10                         | 19.85  | 2,229.16 | 57,962.00 |