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(ITEM ) From Director, Department of Labor Relations, submitting documents relating to the tentative agreement with Technicians, Engineers and Architects of Milwaukee County, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the negotiation staff of the Personnel Committee of the Milwaukee County Board of Supervisors and Technicians, Engineers and Architects of Milwaukee County, have reached agreements on all issues relating to wages, hours, and conditions of employment for employees in the bargaining unit represented Technicians, Engineers and Architects of Milwaukee County, and for the period January 1, 2009 through December 31, 2011, modifying the previous agreement in the following respects:

- (1) Providing for the termination of the Agreement on December 31, 2011.
- (2) Providing for no annual step increases for a twelve (12) month period commencing on the execution of the contract.
- (3) Providing for the creation of a new pay range called 34A, with the following steps and hourly rates: step 1-\$38.75, step 2-\$39.59, step 3-\$40.43, step 4-\$41.27, step 5-\$42.13, step 6-\$42.97, step 7-\$43.84, step 8-\$44.96, step 9-\$46.09, effective June 26, 2011. Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of Managing Architect (pay range 32A), Managing Engineer Site Development (pay range 32A), Managing Engineer Electrical (pay range 32A), Managing Engineer Field Operations (pay range 32A), Managing Engineer Environmental Services (pay range 32A), Managing Engineer Design (pay range 32A), Managing Engineer Construction (pay range 32A), shall be reallocated to step 2 in pay range 34A.
- (4) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of Airport Environmental Compliance Manager (pay range 29B) shall be reallocated to step 6 in pay range 29G.
- (5) Providing for all employees upon attainment of age 65, the current percentage of group life insurance for retirees shall be reduced in accordance with Chapter 62.03 (2) of the County General Ordinances.
- (6) Providing for all employees enrolled in the PPO health insurance plan shall pay ninety dollars (\$90.00) per month toward the monthly cost of a single plan and one hundred eighty dollars (\$180.00) per month toward the monthly cost of a family plan effective following ratification of the 2009-2011 contract and an open enrollment period with a target date of May 1, 2010.
- (7) Providing for all employees enrolled in the PPO health insurance plan shall pay one hundred ten dollars (\$110.00) per month toward the monthly cost of a single

- 44 plan and two hundred twenty dollars (\$220.00) per month toward the monthly  
45 cost of a family plan effective January of 2011.
- 46 (8) Providing for all employees enrolled in the HMO health insurance plan shall pay  
47 fifty dollars (\$50.00) per month toward the monthly cost of a single plan and one  
48 hundred dollars (\$100.00) per month toward the monthly cost of a family plan  
49 effective following ratification of the 2009-2011 contract and an open enrollment  
50 period with a target date of May 1, 2010.
- 51 (9) Providing for all employees enrolled in the HMO health insurance plan shall pay  
52 seventy dollars (\$70.00) per month toward the monthly cost of a single plan and  
53 one hundred forty dollars (\$140.00) per month toward the monthly cost of a  
54 family plan effective January of 2011.
- 55 (10) Providing for all employees and/or their dependents enrolled in the PPO health  
56 insurance plan the out-of-network co-insurance co-payment shall be equal to  
57 thirty percent (30.00%) of all charges subject to the applicable out-of-pocket  
58 maximum effective following ratification of the 2009-2011 contract and an open  
59 enrollment period with a target date of May 1, 2010.
- 60 (11) Providing for all employees and/or their dependents enrolled in the PPO health  
61 insurance plan shall have an in network deductible equal to two hundred fifty  
62 dollars (\$250) per insured, per calendar year, seven hundred fifty dollars (\$750)  
63 per family, per calendar year, effective following ratification of the 2009-2011  
64 contract and an open enrollment period with a target date of May 1, 2010.
- 65 (12) Providing for all employees and/or their dependents enrolled in the PPO health  
66 insurance plan shall have an out-of-network deductible equal to five hundred  
67 dollars (\$500) per insured, per calendar year, one thousand five hundred dollars  
68 (\$1,500) per family, per calendar year, effective following ratification of the 2009-  
69 2011 contract and an open enrollment period with a target date of May 1, 2010.
- 70 (13) Providing for all employees in the HMO and PPO health insurance plan, the  
71 emergency room co-payment in-network or out-of-network shall increase to one  
72 hundred dollars (\$100), effective following ratification of the 2009-2011 contract  
73 and an open enrollment period with a target date of May 1, 2010.
- 74 (14) Providing for all employees enrolled in the PPO health insurance plan the  
75 maximum out-of-pocket expenses shall increase to two thousand dollars (\$2,000)  
76 in network under a single plan, three thousand five hundred dollars (\$3,500) out-  
77 of-network under a single plan, three thousand five hundred dollars (\$3,500) in  
78 network under a family plan, six thousand dollars (\$6,000) out-of-network under a  
79 family plan effective following ratification of the 2009-2011 contract and an open  
80 enrollment period with a target date of May 1, 2010.
- 81 (15) Providing as soon as administratively practicable after the ratification and  
82 adoption of this agreement, The Milwaukee County Direct Deposit Program shall  
83 be utilized by all employees in the bargaining unit.
- 84 (16) Effective January 1, 2011, the County shall be obligated to set aside a sum of not  
85 less than five hundred dollars (\$500) per TEAMCO represented employee per  
86 year to be used by employees for training and education sessions, classes,  
87 conventions, fees, professional society dues, and books, subject to the

- 88 employee's advance written approval from their department head for such  
89 expenditures. Such disbursement will be made in accordance with procedures to  
90 be designated by the County. The County agrees to allow seminars required  
91 under continuing education requirements to be taken during the regular work  
92 hours, without use of personal, holiday, or vacation time. Consent shall not be  
93 unreasonably withheld. Any funds not utilized in a calendar year, will revert to  
94 the authorizing Department.
- 95 (17) Providing that the costs of grievance arbitration will be shared equally among the  
96 Union and the County, and the parties agree to petition the Wisconsin  
97 Employment Relations Commission to appoint a member of their staff to serve as  
98 arbitrator.
- 99 (18) Effective on the execution date of this agreement all members shall have future  
100 years of pension service credited at a one point six percent (1.6%) annual  
101 multiplier.
- 102 (19) Normal retirement age for a member whose initial membership in the retirement  
103 system began on or after January 1, 2010 shall be age sixty-four (64).

104  
105 WHEREAS, such agreement was ratified by the membership of Technicians,  
106 Engineers and Architects of Milwaukee County on March XX, 2010; and

107  
108 WHEREAS, the Committee on Finance and Audit, on March XX, 2010,  
109 recommended approval (vote X-X) of Technicians, Engineers and Architects of  
110 Milwaukee County agreement; and

111  
112 WHEREAS, the Committee on Personnel, on March ZZ, 2010, recommended  
113 approval (vote X-X) of the Technicians, Engineers and Architects of Milwaukee County;  
114 now, therefore,

115  
116 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
117 approves the agreement on wages, benefits and conditions of employment with  
118 Technicians, Engineers and Architects of Milwaukee County which is incorporated  
119 herein by reference to this File No. 10-XXX, and hereby authorizes and directs the  
120 County Executive and the County Clerk to execute the agreement; and

121  
122 BE IT FURTHER RESOLVED that the Director of the Department of  
123 Administration is hereby authorized and directed to prepare and submit appropriation  
124 transfer requests reflecting this agreement at a later date, if necessary.

## FISCAL NOTE

The following provides a summary of the fiscal impact of the proposed **Technicians, Engineers, and Architects of Milwaukee County (TEAMCO) contract agreement for the years 2009-2011**. The impact estimates are inclusive of all wage-related negotiated items for title codes under the TEAMCO Union. The following estimates are based upon current personnel in the union and negotiated changes impacting the wages and other benefit costs. The actual fiscal impact may be greater than or less than the impact that is estimated below.

The following table presents the key wage and benefit elements of the proposed contract:

**Table 1: Wage and Benefit Proposals  
Teamco Contract 2009 - 2011**

**Wage Rate Increases:**

No wage rate increases proposed for 2009-2011

**Step Increases:**

Step increases shall be eliminated for a twelve month period.

**Effective**  
5/1/2010\*

**Other Wage Related Items**

Replace Pay Range 32A with Pay Range 34A

Replace Pay Range 29B with Pay Range 29G

**Effective**  
6/26/2011  
6/26/2011

**Health Care Plan Changes**

Increase PPO Out of Network Percentage from 20% to 30%

Increase PPO Deductibles (\$100 single, \$300 family)

Increase PPO Out of Pocket Maximums (\$500 single, \$1,000 family)

Increase PPO and HMO Emergency Room Co-pay by \$50

**Effective**  
5/1/2010\*  
5/1/2010\*  
5/1/2010\*  
5/1/2010\*

**Employee Contributions to Health Insurance Premiums**

**Proposed Contribution Rates:**

PPO Plan 2010  
HMO Plan 2010

		<b><u>Effective 5/1/2010*</u></b>	
		<b><u>Single</u></b>	<b><u>Family</u></b>
	PPO Plan 2010	\$ 90	\$ 180
	HMO Plan 2010	50	100

PPO Plan 2011  
HMO Plan 2011

		<b><u>Effective 1/1/2011</u></b>	
		<b><u>Single</u></b>	<b><u>Family</u></b>
	PPO Plan 2011	110	220
	HMO Plan 2011	70	140

**Current Contribution Rates:**

PPO Plan 2009  
HMO Plan 2009

	PPO Plan 2009	\$ 75	\$ 150
	HMO Plan 2009	35	70

**Pension Plan Changes**

Decrease multiplier from 2.0% to 1.6% prospectively for all employees

Increase retirement age from 60 to 64 for employees hired after 1/1/2010

**Effective**  
5/1/2010\*  
1/1/2010

\* An effective date of May 1, 2010 has been used to estimate the costs savings related to the elimination of step increases, the changes in the health care plan, health care contributions and pension multiplier.

**Table 1: Wage and Benefit Proposals  
Teamco Contract 2009 - 2011  
(continued from previous page)**

**Tuition and Dues Reimbursement**

Proposal: All employees eligible for \$500 per year

Current agreement: County sets aside \$7,500 per year for all members combined

**Effective**

1/1/2011

**2010 Furlough Days**

If the 2009-2011 contract with Teamco is ratified and the County Executive grants an exemption to Teamco members for the ten furlough days required by Executive Order 10-1, the fiscal impact would be additional costs to the County of an estimated \$43,460.

**Retiree Health Care Savings**

Adoption of the changes in health care benefits described above would result in additional savings related to retirees. The estimated annual savings related to retirees from Teamco is \$17,665.

The following table presents the fiscal impact summary by year:

**Table 2: Fiscal Impact by Year  
 Teamco Contract 2009 - 2011**

	<u>2009</u>	<u>2010</u>	<u>2011</u>
<b>Wage Rate Increases</b>			
2009, 2010, 2011	\$ -	\$ -	\$ -
Postpone Step Increases	-	(10,679)	(1,923)
Replace Pay Range 32A with Pay Range 34A	-	-	703
Replace Pay Range 29B with Pay Range 29G	-	-	1,050
<b>Sub-Total Wages</b>	-	(10,679)	(170)
7.65% FICA	-	(820)	(10)
8.90% Pension	-	(950)	(20)
<b>Sub-Total Wages, FICA &amp; Pension</b>	-	(12,449)	(200)
<b>Health Care Plan Changes</b>			
Increase PPO Out of Network Percentage	-	(4,900)	(8,010)
Increase PPO Deductibles	-	(150)	(230)
Increase PPO Out of Pocket Maximums	-	(150)	(230)
Increase PPO and HMO Emergency Room Co-pay	-	(1,090)	(1,630)
<b>Contributions to Health Insurance</b>			
PPO	-	(1,920)	(6,720)
HMO	-	(4,920)	(17,220)
<b>Pension Plan Changes</b>			
Decrease multiplier from 2.0% to 1.6%	-	(24,130)	(36,190)
Increase retirement age from 60 to 64	-	(2,280)	(2,280)
<b>Increase in Tuition/Dues Reimbursement</b>	-	-	10,000
<b>Total Wage and Benefit Change</b>	<u>\$ -</u>	<u>\$ (51,989)</u>	<u>\$ (62,710)</u>
<b>Amounts Used in Calculations:</b>			
Full-time equivalents	34.5	34.5	34.5
Total calculated wages	\$ 2,658,257	\$ 2,647,578	\$ 2,658,087
Average wage rate/hour	\$ 37.04	\$ 36.89	\$ 37.04
Total base wages	\$ 2,658,257	\$ 2,658,257	\$ 2,658,257
Annual Lift Pcntg Wages on base wage	0.00%	-0.40%	0.40%
Cumulative Lift Pcntg Wages on base wage	0.00%	-0.40%	-0.01%
Annual Lift Pcntg All Costs on base wage	0.00%	-1.96%	-0.40%
Cumulative Lift Pcntg All Costs on base wage	0.00%	-1.96%	-2.36%

The following provides further explanation for the changes included in the tentative agreement with TEAMCO:

**1. Wage Rate Increases**

The tentative agreement does not include any provisions for wage rate increases in 2009-2011.

**2. Step Increases**

The tentative agreement eliminates scheduled step increases for a twelve month period following the effective date of the contract. For purposes of this fiscal note, we have assumed an effective date of May 1, 2010. Postponing step increases for twelve months would result in a total costs savings of \$12,602 in 2010 and 2011.

**3. Movement of Environmental Compliance Manager in Pay Grade 29B to Pay Grade 29G**

The proposed agreement calls for the Airport's Environmental Compliance Manager to be moved from pay grade 29B to pay grade 29G effective for pay period 14 in 2011. There is currently one such position at Step 5 in pay grade 29B. This member would be moved to Step 6 in pay grade 29G.

Below is a comparison between pay grades 29B and 29G:

Step	Pay Grade 29B	Pay Grade 29G	Increase in Annual Pay
1	\$ 27.81	\$ 27.23	\$ (1,191)
2	29.13	28.42	(1,472)
3	30.42	29.77	(1,342)
4	31.88	31.09	(1,645)
5	33.32	34.33	2,100
6	33.32	34.64	2,749

\*Step 5 is the highest step for pay grade 29B.

**4. Movement of Managing Engineers and Architects in Pay Grade 32A to Pay Grade 34A**

The proposed agreement calls for Managing Engineers and Architects in pay grade 32A to be moved to pay grade 34A effective for pay period 14 in 2011. There are currently seven Managing Engineers and Architects at Step 21 in pay grade 32A. These seven members would be moved to Step 4 in pay grade 34A.

Below is a comparison between pay grades 32A and 34A:

Step	Pay Grade 32A	Pay Grade 34A	Increase in Annual Pay
1	\$ 21.71	\$ 37.06	\$ 31,932
2	22.58	37.86	31,778
3	23.44	38.66	31,651
4	24.32	39.46	31,496
5	25.19	40.29	31,404
6	26.06	41.09	31,272
7	26.93	41.92	31,180
8	27.81	42.99	31,587
9	28.68	44.07	32,022
10	29.54	44.07	30,226
11	30.42	44.07	28,407
12	31.29	44.07	26,589
13	32.15	44.07	24,793
14	33.03	44.07	22,974
15	33.90	44.07	21,156
16	34.78	44.07	19,338
17	35.64	44.07	17,542
18	36.51	44.07	15,724
19	37.39	44.07	13,905
20	38.25	44.07	12,109
21	38.56	44.07	11,460

\*Step 9 is the highest step for pay grade 34A.

**5. Changes in Health Care Benefits**

The tentative agreement calls for the following changes to the health care plan with an estimated effective date of May 1, 2010:

Item	Health Care Plan	Annual Cost Impact 2011
1	PPO: Patients share of out-of-network costs increase from 20% to 30%	\$ (8,010)
2	PPO: Deductibles increase by \$100/month for a single plan and \$300/month for a family plan	\$ (230)
3	PPO: Increase out-of-pocket maximums by \$500/year for a single plan and \$1,000/year for a family plan	\$ (230)
4	PPO and HMO: Increase emergency room co-pay by \$50/occurrence	\$ (1,630)

There are currently nine members who are in the County PPO plan and 22 members in the County HMO plan. The cost estimates for the changes in the health care plan were prepared by an outside consultant and then allocated to all health care members in the PPO and HMO plans based on active and retirees. The expected cost savings are estimated based on the implementation date of the proposed changes and the current membership in the PPO and HMO plans. The amounts above exclude savings related to retirees. The estimated 2011 savings related to changes in health care benefits for Teamco retirees is \$17,665.

**6. Changes in Employee Contributions for Health Care**

Table 1 is self-explanatory with regards to the changes in health care contributions by employees of the union. The new rates for the PPO members will approximate a 10.5% contribution percentage in 2011. The new rates for the HMO members will approximate an 8.5% contribution percentage in 2011.

**7. Changes in Pension Benefits**

The tentative agreement proposes the following changes to the pension plan:

Item	Effective Date	Pension Plan	Annual Cost Impact 2011
1	5/1/2010	The annual multiplier on future years of pension service credits shall decrease from 2.0% to 1.6%	\$ (36,190)
2	1/1/2010	The normal retirement age shall be increased from 60 to 64 for employees hired after 1/1/2010	\$ (2,280)

**Budgetary Fiscal Impact**

Based on the data provided in the previous tables, the following provides a summary of the budgetary fiscal impact for the years 2009-2011:

**Table 3: Budgetary Fiscal Impact  
 Teamco Contract 2009 - 2011**

	<u>2009</u>	<u>2010</u>	<u>2011</u>
<b>Cost</b>			
Wage Contract Cost	\$ -	\$ (12,449)	\$ (200)
Health Care Plan Changes	-	(6,290)	(10,100)
Contributions to Health Insurance	-	(6,840)	(23,940)
Pension Plan Changes	-	(26,410)	(38,470)
Increase in Tuition/Dues Reimbursement	<u>-</u>	<u>-</u>	<u>10,000</u>
<b>Total Cost</b>	<u>-</u>	<u>(51,989)</u>	<u>(62,710)</u>
<b>Funding Source</b>			
Prior Year Funds	-	-	-
Current Year Appropriations	-	(101,630)	-
Pension Budget Appropriations	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Sources</b>	<u>-</u>	<u>(101,630)</u>	<u>-</u>
<b>Additional Resources</b>			
<b>Required</b>	<u>\$ -</u>	<u>\$ 49,641</u>	<u>\$ (62,710)</u>

The 2009 budget was adopted without including a projection for 2009 wage contract settlements in departmental budgets. There are no wage rate increases proposed in the tentative agreement; therefore, ratification of this contract would have no fiscal impact on 2009.

The 2010 departmental budgets for personnel services were reduced by the estimated cost savings related to the elimination of step increases, health care plan changes, increases in health care contributions and changes to the pension plan. The 2010 budget included \$101,630 in estimated cost savings related to active Teamco employees. The savings in the 2010 budget were estimated based on an implementation date of January 1, 2010 for wage and benefit changes. The estimated savings of \$51,989 for this tentative agreement are based on an implementation date of May 1, 2010. The delay in implementation accounts for approximately \$34,000 of the \$49,641 budget deficit for 2010. The remaining budget deficit is a result of changes in estimated pension savings based upon a more current actuarial calculation.

**Wage and Benefit Lift for 2009 - 2011**

The following table projects the cumulative dollar change and percentage lift in costs for the proposed contract. It includes costs for 2012 while the previous tables only reflected cost impacts on the 2009, 2010 and 2011 budget years. The 2012 budget year is included to illustrate the full impact of the proposed changes, as wage increases made in 2011 will not be fully realized until 2012.

**Table 4: 2009 - 2011 Cumulative Lift from Contract  
 Teamco Contract 2009 - 2011**

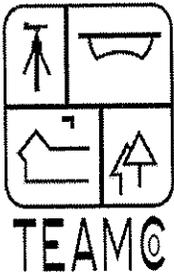
*As if all costs were annualized*

	<u>Final Offer</u>	
	<u>Cumulative Total Lift</u>	<u>Cumulative Lift %</u>
<b>Continuing Cost Increase (Decrease) Over Prior Year</b>		
2009	\$ -	0.00%
2010	-	0.00%
2011	-	0.00%
<b>Sub-total Wage Rate Increase</b>	-	0.00%
Postpone Step Increases	-	0.00%
Replace Pay Range 32A with Pay Range 34A	7,230	0.27%
Replace Pay Range 29B with Pay Range 29G	<u>2,424</u>	0.09%
<b>Sub-total Wage Increase</b>	9,654	0.36%
FICA	740	0.03%
Pension	<u>860</u>	0.03%
<b>Total Lift from Wages</b>	11,254	0.42%
Health Care Plan Changes	(10,820)	-0.41%
Contributions to Health Insurance	(23,940)	-0.90%
Pension Plan Changes	(38,470)	-1.45%
Increase in Tuition/Dues Reimbursement	<u>10,000</u>	0.38%
<b>Total Lift</b>	<u><u>\$ (51,976)</u></u>	<b>-1.96%</b>
 <b>Lift as a Percentage of Base Wages</b>		
Annual Lift Percentage		-0.65%
Cumulative Lift Percentage		-1.96%
Base Wages	\$ 2,658,257	

**Administrative Costs Associated with Implementing this Contract**

To implement this contract, personnel in the Department of Administrative Services and IMSD will have to input the rate changes into the Ceridian HPW System. For wage rates, and health plan changes, the implementation will require internal time and effort. Health plan changes for current union members will be effectuated during a special open enrollment process which is expected to be concluded by May 1, 2010. A similar open enrollment period will be needed for retirees. The number of personnel hours to complete this task has not been determined yet, but other projects may be delayed to implement this contract.

*The above information was prepared by the Department of Administrative Services and will be reviewed by the Department of Audit and County Board Fiscal and Budget Analyst. A separate report will be issued by them based upon their review.*



# TECHNICIANS, ENGINEERS and ARCHITECTS Of MILWAUKEE COUNTY

March 15, 2010

Mr. Greg Gracz  
Director of Labor Relations  
Labor Relations, Room 210  
901 North 9<sup>th</sup> Street  
Milwaukee, WI 53233

Dear Mr. Gracz:

Today the Technicians, Engineers and Architects of Milwaukee County ratified the Tentative Agreement of March 10, 2010 and the Side Letter of March 10, 2010. A verified quorum having been present, the vote was twenty-six (26) for and seven (7) against accepting the Tentative Agreement and Side Letter. One medical excused absence was recorded.

Please contact me if you have any questions.

Sincerely,

Kevin P. O'Brien, CHMM  
Teamco President  
DTPW-ES  
2711 W. Wells Street, Room 212  
Milwaukee, WI 53208-3509  
Tel: 414-278-4832  
Fax: 414-223-1853  
[kevin.o'brien@milwcnty.com](mailto:kevin.o'brien@milwcnty.com)

cf: Secretary File

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~~2007—2008~~ 2009-2011  
**AGREEMENT**  
**BETWEEN**  
**COUNTY OF MILWAUKEE**  
**AND**  
**TECHNICIANS, ENGINEERS AND ARCHITECTS OF**  
**MILWAUKEE COUNTY**

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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 Technicians, Engineers and Architects of Milwaukee County, 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 Technicians, Engineers and Architects of Milwaukee County 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, as amended, in respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes.

1 1.02 EMPLOYEE DEFINED

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

5  
6 1.03 DURATION OF AGREEMENT

7 (1) After ratification by the parties the provisions of this Agreement shall become  
8 effective January 1, ~~2007~~2009, unless otherwise herein provided. Unless  
9 otherwise modified or extended by mutual agreement of the parties, this  
10 Agreement shall expire on December 31, ~~2008~~2011.

11 (2) The initial bargaining proposals for a successor agreement shall be submitted by  
12 the Association prior to August 15, ~~2008~~2011. The initial bargaining proposals  
13 shall be submitted by the County prior to September 15, ~~2008~~2011. The first  
14 scheduled negotiations session shall be held not later than October 15, ~~2008~~2011.  
15 Thereafter, negotiations shall be carried on in an expeditious manner and shall  
16 continue until all bargainable issues between the parties have been resolved.

17 (3) This timetable is subject to adjustment by mutual agreement of the parties  
18 consistent with the progress of negotiations.

19  
20 1.04 MANAGEMENT RIGHTS

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

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

3  
4 In addition to the foregoing, the County reserves the right to make reasonable rules and  
5 regulations relating to personnel policy, procedures and practices and matters relating to working  
6 conditions giving due regard to the obligations imposed by this Agreement. However, the  
7 County reserves total discretion with respect to the function or mission of the various  
8 departments and divisions, the budget, organization, or the technology of performing the work.

9  
10 These rights shall not be abridged or modified except as specifically provided for by the terms of  
11 this Agreement, nor shall they be exercised for the purpose of frustrating or modifying the terms  
12 of this Agreement. But these rights shall not be used for the purpose of discriminating against  
13 any employee or for the purpose of discrediting or weakening the Association.

14  
15 The County is genuinely interested in maintaining maximum employment for all employees  
16 covered by this Agreement consistent with the needs of the County. In planning to contract or  
17 subcontract work, the County shall give due consideration to the interest of County employees  
18 by making every effort to insure that employees with seniority will not be laid off or demoted as  
19 a result of work being performed by an outside contractor.

20  
21 In the event a position is abolished as a result of contracting or subcontracting, the County will  
22 hold advance discussions with the Association prior to letting the contract. The Association  
23 representatives will be advised of the nature, scope of work to be performed, and the reasons  
24 why the County is contemplating contracting out work.

25  
26 ~~For the period of January 01, 2007 through December 31, 2007, there shall be no layoff of~~  
27 ~~bargaining unit employees unless the State and/or Federal government fails to provide the~~  
28 ~~funding mechanism and/or program dollars, or if the State and/or Federal government enact~~  
29 ~~legislation limiting or prohibiting the County from maintaining current (December 31, 2006)~~  
30 ~~funding levels. The County will not privatize work currently being performed by those~~

1 ~~bargaining unit employees who are current incumbents in such positions. This provision shall~~  
2 ~~expire on December 31, 2007.~~

3  
4 1.05 NONDISCRIMINATION

5 The County and the Association shall not discriminate in any manner whatsoever against any  
6 employee because of race, sex, age, nationality, handicap, political or religious affiliation or  
7 marital status. Sexual harassment shall be considered discrimination under this Article. Sexual  
8 harassment shall mean unwelcome sexual advances, requests for sexual favors, and other verbal  
9 or physical conduct of a sexual nature when: (1) submission to such conduct is made either  
10 explicitly or implicitly a term or condition of an individual's employment; (2) submission to or  
11 rejection of such conduct by an individual is used as the basis for employment decisions  
12 affecting such individual; or (3) such conduct has the purpose or effect of substantially  
13 interfering with an individual's work performance or creating an intimidating, hostile, or  
14 offensive working environment.

15  
16 The County and the Association agree that the County will take all appropriate action necessary  
17 to comply with the Americans with Disabilities Act.

18  
19 **PART 2**

20  
21 The provisions of this Part 2 shall become effective in accordance with Part 1 unless otherwise  
22 provided.

23  
24 2.01 WAGES

25 ~~(1) — Effective November 4, 2007 the wages of the bargaining unit shall be increased~~  
26 ~~by one percent (1%).~~

27 ~~(2) — Effective April 6, 2008 the wages of the bargaining unit shall be increased by one~~  
28 ~~percent (1%).~~

29 ~~(3) — Effective June 29, 2008 the wages of the bargaining unit shall be increased by~~  
30 ~~one percent (1%).~~

1  
2 ~~(4) Effective October 5, 2008 the wages of the bargaining unit shall be increased by~~  
3 ~~one percent (1%).~~

4 ~~(5) A two hundred fifty dollar (\$250) per employee lump sum payment, shall be~~  
5 ~~made to employees who have an assigned work week of twenty (20) or more~~  
6 ~~hours per week, and who were on the payroll as of the first pay period following~~  
7 ~~ratification of the 2007-2008 contract.~~

8 (1) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), pay range 34A is  
9 created with the following steps:

<u>Step</u>	<u>Hourly Pay</u>
<u>1</u>	<u>38.75</u>
<u>2</u>	<u>39.59</u>
<u>3</u>	<u>40.43</u>
<u>4</u>	<u>41.27</u>
<u>5</u>	<u>42.13</u>
<u>6</u>	<u>42.97</u>
<u>7</u>	<u>43.84</u>
<u>8</u>	<u>44.96</u>
<u>9</u>	<u>46.09</u>

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21 (2) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of  
22 Managing Architect (pay range 32A), Managing Engineer Site Development (pay  
23 range 32A), Managing Engineer Electrical (pay range 32A), Managing Engineer  
24 Field Operations (pay range 32A), Managing Engineer Environmental Services  
25 (pay range 32A), Managing Engineer Design (pay range 32A), Managing  
26 Engineer Construction (pay range 32A), shall be reallocated to step 2 in pay range  
27 34A.

28 (3) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of Airport  
29 Environmental Compliance Manager (pay range 29B) shall be reallocated to step  
30 6 in pay range 29G.

1           (4) Effective upon execution of this agreement, all step increases provided for in  
2           Chapter 17 of the Milwaukee County General Ordinances are eliminated for a  
3           twelve (12) month period effective on the execution date of this agreement.  
4

5   2.02 OVERTIME

6           (1) For the purpose of this Section, overtime shall be defined as hours worked in  
7           excess of 40 per week.

8           (2) Employees may elect to accrue compensatory time rather than be paid in cash for  
9           overtime worked. Such election shall be made by the end of the pay period  
10          during which overtime is accrued.

11          (3) Overtime shall be paid or accrued at one and one half (1.5) times the employees'  
12          hourly wage.

13  
14   2.03 TEMPORARY ASSIGNMENTS

15          (1) Employees may be assigned to perform the duties of a higher classification for  
16          which they are qualified whenever a temporary vacancy in the higher  
17          classification exists. When so assigned in writing on the Temporary Assignment  
18          Form by the division head, the employee shall be paid as though promoted to the  
19          higher classification for all hours credited while in such assignment, provided,  
20          however, that the omission of such written assignment shall not bar a grievance  
21          requesting back pay for work in the higher classification, provided that:

22               (a) Such employee works in the higher classification for not less than 3  
23               consecutive scheduled working days. Paid time off shall not be included  
24               in the computation of the 3 consecutive scheduled working days but said  
25               days shall not be interrupted thereby, and

26               (b) Such employee performs all of the duties normally performed by the  
27               incumbent during that period and assumes full responsibility of the higher  
28               classification.

29               (c) If the position is permanently vacant and a certification request has been  
30               forwarded to the Department of Human Resources, a temporary  
31               assignment may be made and may continue for no more than 90 days after

1 the director of Human Resources has provided a certified list of candidates  
2 eligible for appointment to the vacancy.

3 (d) If the position is temporarily vacant, a temporary assignment may be made  
4 for the duration of the temporary vacancy, but shall not exceed one year.

5 (2) Employees who accrue compensatory time while on temporary assignment shall  
6 liquidate such time at the rate of pay of the classification to which assigned at the  
7 time of liquidation.

8  
9 2.04 AUTO ALLOWANCE

10 (1) When funds have been appropriated to any County institution or department for  
11 the purpose of compensating employees for the use of their personal automobiles  
12 on County business, such compensation shall be at the current rate adopted by the  
13 Federal Government per mile for each mile traveled by automobile or by  
14 motorcycle on County business.

15 (2) If the Federal government, for purposes of expense reimbursement of its own  
16 employees, adopts a figure different than the above rates, the County shall do  
17 likewise within 30 days of such adoption.

18 (3) In accord with Milwaukee County General Ordinances, when management  
19 determines that an employee's automobile, truck, or motorcycle is required for  
20 travel to and from a work site removed from the assigned headquarters, the  
21 employee shall be reimbursed for mileage from home to the work site, or from the  
22 assigned headquarters to the work site, whichever is closer.

23 (4) When management determines that an employee's automobile, truck, or  
24 motorcycle is required for travel to and from a work site removed from the  
25 assigned headquarters and the Employer does not provide transportation to the  
26 work site, the Employer will reimburse mileage from the employee's home to the  
27 work site or to a pickup point, which is in excess of the mileage from the  
28 employee's home to the assigned headquarters. Mileage payments from home to  
29 the assigned headquarters are not allowed.

30 Subsections (3) and (4) above to be implemented if allowed by Internal Revenue Service  
31 regulations.

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2.06 RETIREMENT SYSTEM

(1) For employees hired on and after January 1, 1982, the provisions of Chapter 201.24, Employee Retirement System shall be modified as follows:

(a) Final average salary means the average annual earnable compensation for the five consecutive years of service during which the employee's earnable compensation was the highest or, if he should have less than five years of service, then his average annual earnable compensation during such period of service. Effective December 22, 2002 (pay period one of 2003), the word "five" in the preceding sentence shall be replaced with "three". An employee who meets the requirements for a normal pension shall receive an amount equal to 1-1/2% of his final average salary multiplied by the number of years of service.

(b) All pension service credit earned on and after January 1, 2001 shall be credited in an amount equal to 2% of the employee's final average salary. For each year of service credit earned after January 1, 2001, eight (8) years of service credit earned prior to January 1, 2001 shall be credited at 2% of the employee's final average salary. This provision shall not apply to a member of the Employees' Retirement System who became a member of the system on or after January 1, 1982 and as of January 1, 2001 is either eligible for a deferred vested pension benefit or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit. Said credit shall be awarded on a daily basis.

(c) All pension service credit earned on and after the date of execution of this agreement shall be credited in an amount equal to 1.6% of the employee's final average salary.

(ed) Any employee whose last period of continuous membership began on or after January 1, 1982, shall not be eligible for a deferred vested pension if his employment is terminated prior to his completion of five (5) years of service.

1 (2) For employees who retire after January 1, 1986 overtime shall not be included in  
2 the computation of final average salary.

3 (3) Retention Incentive Bonus. Member's of the System whose membership began  
4 prior to January 1, 1982, and as of January 1, 2001, are either actively employed  
5 or on an approved leave of absence, shall have their final average salary increased  
6 by a bonus of 7.5% for each year of pension service credit earned after January 1,  
7 2001. Said bonus shall be credited on a daily basis and the maximum bonus  
8 which can be added to an eligible member's final average salary shall not exceed  
9 25%. This provision shall not apply to a member of the Employee's Retirement  
10 System who became a member of the System prior to January 1, 1982, and as of  
11 January 1, 2001 is either eligible for a deferred vested benefit under 201.24 (4.5)  
12 or is receiving a pension benefit, unless such member returns to active County  
13 employment and is eligible to earn additional pension service credit.

14 (4) For all employees who are members of the Employees' Retirement System as of  
15 January 1, 1971, the County shall contribute a sum equal to 6% of such  
16 employee's earnings computed for pension purposes into such account on behalf  
17 of each such employee. All such sums contributed, in addition to the  
18 contributions previously made by the employee, shall be credited to the  
19 employee's individual account and be subject to the provisions of the pension  
20 system as it relates to the payment of such sums to such employees upon  
21 separation from service. The provisions of this paragraph shall not apply to  
22 employees in the bargaining unit in the following classes who were not members  
23 of the Employees' Retirement System on or before the 12th day of December  
24 1967, or whose date of hire is later than December 23, 1967:

25 (a) Emergency Appointment, full time

26 (b) Emergency Appointment, part time

27 (c) Regular Appointment, seasonal

28 (d) Temporary Appointment, seasonal

29 (e) Emergency Appointment, seasonal

30 (5) Members of the retirement system shall be eligible for a disability pension  
31 pursuant to Milwaukee County ordinances if their employment is terminated prior

1 to their normal retirement age by reason of total and permanent incapacity for any  
2 duty as the natural and proximate result of an accident occurring at some definite  
3 time and place while in the actual performance of duty. The last payment shall be  
4 made, if disability ceases prior to their normal retirement date, the first day of the  
5 month in which the disability ceases.

6 Disability shall be considered total and permanent if the Medical Board, after a  
7 medical examination of such member, shall certify that such member is mentally  
8 or physically incapacitated to perform any job that they are reasonably suited for  
9 by means of education, training, or experience. Disability must be as a result of  
10 such service accident and such incapacity is likely to be permanent. A member  
11 shall not be entitled to both accidental disability pension and ordinary disability  
12 pension. A member who meets the requirements for an accidental disability  
13 pension shall receive an amount computed in the same manner as a normal  
14 pension considering their earnable compensation and service prior to retirement  
15 but not less than 60% of their final average salary.

16 (6) VETERANS SERVICE CREDIT - Employees retiring on and after February 27,  
17 1990 shall be entitled to pension service credit for military service under Section  
18 2.01.24 II (10) of the Employee Retirement System as amended by the County  
19 Board of Supervisors through File #85-583(a), notwithstanding the effective date  
20 indicated in the amendment.

21 (7) The following shall apply only to members of the Employees' Retirement System  
22 prior to January 1, 1994, and does not apply to employees who become members  
23 of the Employees' Retirement System on and after January 1, 1994: Members who  
24 retire on and after January 1, 1994 shall be eligible for a normal pension when the  
25 age of the member when added to his/her years of service equals 75, but this  
26 provision shall not apply to any member eligible under 4.5 of Chapter 201,  
27 Employees' Retirement System of the County of Milwaukee.

28 (8) Member's who hold positions for which membership in the Employees'  
29 Retirement System is optional and opt for such membership, shall have pension  
30 service credit earned after January 1, 2001 credited at 2%. However, such service  
31 credit shall not result in a multiplier increase for service credit earned prior to

1 January 1, 2001 nor shall such service credit qualify the member for a retention  
2 incentive bonus.

3 (9) Normal retirement age for a member whose initial membership in the retirement  
4 system began on or after January 1, 2010 shall be age sixty-four (64).

5 (910) SICK ALLOWANCE BALANCE ON RETIREMENT

6 (a) Members of the Employees Retirement System, whose membership began  
7 prior to January 1, 1994, shall receive full payment at the employee's final  
8 hourly rate of pay for all accrued sick allowance hours earned before  
9 November 4, 2005 at the time the employee retires. Twenty five percent  
10 (25.0%) of any remaining accrued sick allowance hours earned on and  
11 after November 4, 2005 shall be paid out at the employee's final hourly  
12 rate of pay. For calculation purposes, sick leave earned before November  
13 4, 2005 shall be used prior to sick leave earned on and after November 4,  
14 2005 for all hours of sick leave used prior to retirement. Such payment  
15 shall be made in a lump sum, and shall not be included in the calculation  
16 of the member's final average salary for pension calculation purposes.  
17 Nor shall pension service credit be granted in connection with the lump  
18 sum payment. The payment shall have no effect on the employee's  
19 retirement date. If permissible under IRS provisions, such payment may  
20 at the employee's request be placed in a "back drop account" in the  
21 Employees Retirement System whether or not the employee exercises an  
22 option. The provisions of this section shall not apply to a member who is  
23 eligible for a deferred retirement benefit under section 4.5 of 201.24 of the  
24 Employees' Retirement System.

25 (b) Members of the Employees Retirement System whose membership began  
26 on or after January 1, 1994 shall have the full value of their accrued sick  
27 allowance at the time of retirement (total hours accrued times the hourly  
28 rate at the time of retirement) credited toward the cost of health insurance  
29 after retirement. The employee may delay the activation of health  
30 insurance coverage in retirement for up to ten (10) years after leaving the  
31 payroll for retirement. When the amount credited is exhausted, the

1 member or eligible beneficiary may opt to continue their participation in  
2 the County Group Health Benefit Program upon payment of the full  
3 monthly cost. The provisions of this section shall not apply to a member  
4 who is eligible for a deferred retirement benefit under section 4.5 of  
5 201.24 of the Employees' Retirement System.

6 ~~(4011)~~ BACK DROP PENSION BENEFIT

7 The provisions of this section shall apply to any employee whose application to  
8 retire is effective after January 1, 2001, and whose last period of continuous  
9 membership in the Employees' Retirement System began before November 4,  
10 2005; but shall not apply to any member of the Employee Retirement System who  
11 is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this  
12 provision apply to any employee whose membership in the Employees'  
13 Retirement System began on or after November 4, 2005. Upon retirement, an  
14 eligible employee may opt for a "back drop" pension benefit as follows:

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

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

- 1 (c) If the employee opts for a “back drop” pension benefit:  
2 1. The “total drop benefit” shall be paid to the employee with  
3 appropriate deductions for state and federal taxes; or if permitted  
4 by IRS regulations, the employee may “roll over” the “total drop  
5 benefit” to an IRA.  
6 2. The member shall begin to receive monthly payments of the  
7 “monthly drop benefit” (plus the 2% annual pension increase).  
8 (d) The standard pension options shall be available to an employee who opts  
9 for a “back drop benefit”, and the retention incentives incorporated into  
10 the pension benefit effective January 1, 2001 shall be included when  
11 calculating the “monthly drop benefit”. Therefore, a member who opts for  
12 a “back drop benefit” with a “back drop date” prior to January 1, 2001  
13 shall be eligible for the retention incentives that became effective as of  
14 January 1, 2001 based on continued service after January 1, 2001.  
15

## 16 2.07 LIFE INSURANCE

- 17 (1) The County shall pay the full premium for employees' life insurance coverage  
18 based upon earnings to and including the first \$25,000 thereof, effective the first  
19 of the month following ratification of the 1997 labor agreement. The premium  
20 shall be shared by the County and the employee for basic coverage above the first  
21 \$25,000 pursuant to the formula contained in Chapter 62 of the County General  
22 Ordinances.  
23 (2) The County shall pay life insurance premiums for all employees retiring with 15  
24 years of service, except for those employees having selected deferred retirement.  
25 This provision shall have no effect on present policy benefits.  
26 (3) In the event an employee who has exhausted accumulated sick leave is placed on  
27 leave of absence without pay status on account of illness, the County shall  
28 continue to pay the full cost of life insurance coverage for such employee during  
29 such leave for a period not to exceed 1 year. The 1-year period of limitation shall  
30 begin to run on the first day of the month following that during which the leave of  
31 absence begins.

1 (4) ~~Upon attainment of age 65, the current percentage of group life insurance for~~  
2 ~~retirees shall be reduced as follows:~~

3 ~~AGE PERCENTAGE~~

4 ~~65 25%~~

5 ~~66 50%~~

6 ~~67 and thereafter 75%~~

7 Upon attainment of age 65, the current percentage of group life insurance for  
8 retirees shall be reduced in accordance with Chapter 62.03 (2) of the County  
9 General Ordinances.

10 (5) Employees will be eligible to participate in an Optional Life Insurance Program  
11 provided in Section 62.08 of the General Ordinances of Milwaukee County,  
12 beginning with the 1985 annual open enrollment period.

13  
14 The entire cost of this additional insurance shall be borne by the employee. Premium payment  
15 shall be made by way of payroll deduction except for periods of unpaid leave. During such  
16 periods, in order to maintain coverage pending return to paid status, the employee shall make  
17 premium payments directly to the County in the manner prescribed by the Department of Human  
18 Resources.

19  
20 2.07.1 DEFERRED COMPENSATION

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

24  
25 2.08 EMPLOYEE HEALTH BENEFITS

26 (1) Health Benefits shall be provided for in accordance with the terms and conditions  
27 of the current Plan Document and the Group Administrative Agreement for the  
28 Milwaukee County Health Insurance Plan or under the terms and conditions of the  
29 insurance contracts of those Managed Care Organizations (Health Maintenance  
30 Organizations or HMO) approved by the County.

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

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

6 ~~(a) All employees enrolled in the Wheaton Franciscan Direct (HMO) will pay~~  
7 ~~health insurance premiums of thirty five dollars (\$35) per month for single~~  
8 ~~plan coverage and seventy dollars (\$70) per month for family plan~~  
9 ~~coverage effective following ratification of the 2007-2008 contract and an~~  
10 ~~open enrollment period with a target date of May 1, 2007.~~

11 ~~(b) All employees enrolled in the Patient Choice HMO will pay health~~  
12 ~~insurance premiums of fifty dollars (\$50) per month for single plan~~  
13 ~~coverage and one hundred dollars (\$100) per month for family plan~~  
14 ~~coverage effective following ratification of the 2007-2008 contract and an~~  
15 ~~open enrollment period with a target date of May 1, 2007.~~

16 ~~(c) All employees enrolled in the Patient Choice PPO will pay health~~  
17 ~~insurance premiums of seventy five dollars (\$75) per month for single~~  
18 ~~plan coverage and one hundred fifty dollars (\$150) per month for family~~  
19 ~~plan coverage effective following ratification of the 2007-2008 contract~~  
20 ~~and an open enrollment period with a target date of May 1, 2007.~~

21 ~~(d) Each eligible employee enrolled in the WPS Statewide/National PPO will~~  
22 ~~pay health insurance premiums of one hundred dollars (\$100) per month~~  
23 ~~for single plan coverage and two hundred dollars (\$200) per month for~~  
24 ~~family plan coverage effective following ratification of the 2007-2008~~  
25 ~~contract and an open enrollment period with a target date of May 1, 2007.~~

26 (a) Effective January of 2009, employees enrolled in the PPO shall pay  
27 seventy-five dollars (\$75.00) per month toward the monthly cost of a  
28 single plan and one hundred fifty dollars (\$150.00) per month toward the  
29 monthly cost of a family plan.

30 (b) Employees enrolled in the PPO shall pay ninety dollars (\$90.00) per  
31 month toward the monthly cost of a single plan and one hundred eighty

1                   dollars (\$180.00) per month toward the monthly cost of a family plan  
2                   effective following ratification of the 2009-2011 contract and an open  
3                   enrollment period with a target date of May 1, 2010.

4                   (c) Effective January of 2011, employees enrolled in the PPO shall pay one  
5                   hundred ten dollars (\$110.00) per month toward the monthly cost of a  
6                   single plan and two hundred twenty dollars (\$220.00) per month toward  
7                   the monthly cost of a family plan.

8                   (d) Effective January of 2009, employees enrolled in the HMO shall pay  
9                   thirty-five dollars (\$35.00) per month toward the monthly cost of a single  
10                   plan and seventy dollars (\$70.00) per month toward the monthly cost of a  
11                   family plan.

12                   (e) Employees enrolled in the HMO shall pay fifty dollars (\$50.00) per month  
13                   toward the monthly cost of a single plan and one hundred dollars  
14                   (\$100.00) per month toward the monthly cost of a family plan effective  
15                   following ratification of the 2009-2011 contract and an open enrollment  
16                   period with a target date of May 1, 2010.

17                   (f) Effective January of 2011, employees enrolled in the HMO shall pay  
18                   seventy dollars (\$70.00) per month toward the monthly cost of a single  
19                   plan and one hundred forty dollars (\$140.00) per month toward the  
20                   monthly cost of a family plan.

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

28                   (fh) The County shall deduct employees' contributions to health insurance on a  
29                   pre-tax basis pursuant to a Section 125 Plan. Other benefits may be  
30                   included in the Section 125 Plan as mutually agreed upon by the County

1 and the Union. Such agreement would be by collateral agreement to this  
2 contract.

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

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

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

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

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

29 (8) The County shall have the right to require employees to sign an authorization  
30 enabling non-County employees to audit medical and dental records. Information

1 obtained as a result of such audits shall not be released to the County with  
2 employee names unless necessary for billing, collection, or payment of claims.

3 (9) The County reserves the right to terminate its contracts with its health plans and  
4 enter into a contract with any other administrator. The County may terminate its  
5 contract with its current health plan administrator and enter into a replacement  
6 contract with any other qualified administrator or establish a self-administered  
7 plan provided:

8 (a) That the cost of any replacement program shall be no greater to individual  
9 group members than provided in par. (3) above immediately prior to  
10 making any change.

11 (b) That the coverages and benefits of such replacement program shall remain  
12 the same as the written Plan Document currently in effect for employees  
13 ~~and retirees.~~

14 (c) Prior to a substitution of a Third Party Administrator (TPA)  
15 or implementing a self-administered plan, the County agrees to provide  
16 the Association with a full 60 days to review any new plan and/or TPA.

17 (10) The County reserves the right to establish a network of Preferred Providers. The  
18 network shall consist of hospitals, physicians, and other health care providers  
19 selected by the County. The County reserves the right to add, modify or delete  
20 any and all providers under the Preferred Provider Network.

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

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

27 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the  
28 following:

29 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per  
30 insured, per calendar year; four hundred fifty dollars (\$450.00) per family,  
31 per calendar year.

1 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per  
2 insured, per calendar year; one thousand two hundred dollars (\$1,200.00)  
3 per family, per calendar year.

4 (c) Following ratification of the 2009-2011 contract and an open enrollment  
5 period with a target date of May 1, 2010, the in-network deductible shall  
6 be two hundred fifty dollars (\$250.00) per insured, per calendar year;  
7 seven hundred fifty dollars (\$750.00) per family, per calendar year.

8 (d) Following ratification of the 2009-2011 contract and an open enrollment  
9 period with a target date of May 1, 2010, the out-of-network deductible  
10 shall be five hundred dollars (\$500.00) per insured, per calendar year; one  
11 thousand five hundred dollars (\$1,500.00) per family, per calendar year.

12 (14) All eligible employees and/or their dependents enrolled in the PPO shall be  
13 subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty  
14 dollar (\$40.00) out-of-network office visit co-payment for all illness or injury  
15 related office visits. The in-network office visit co-payment shall not apply to  
16 preventative care, which includes prenatal, baby-wellness, and physicals, as  
17 determined by the plan.

18 (15) All eligible employees and/or their dependents enrolled in the PPO shall be  
19 subject to a co-insurance co-payment after application of the deductible and/or  
20 office visit co-payment.

21 (a) The in-network co-insurance co-payment shall be equal to ten percent  
22 (10.00%) of all charges subject to the applicable out-of-pocket maximum,

23 (b) The out-of-network co-insurance co-payment shall be equal to twenty  
24 percent (20.00%) of all charges subject to the applicable out-of-pocket  
25 maximum,

26 (c) Effective following ratification of the 2009-2011 contract and an open  
27 enrollment period with a target date of May 1, 2010, the out-of-network  
28 co-insurance co-payment shall be equal to thirty percent (30.00%) of all  
29 charges subject to the applicable out-of-pocket maximum.

- 1 (16) All eligible employees enrolled in the PPO shall be subject to the following out-  
2 of-pocket expenses including any applicable deductible and percent co-payments  
3 to a calendar year maximum of
- 4 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single  
5 plan.
  - 6 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family  
7 plan.
  - 8 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
  - 9 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.
  - 10 (e) Effective following ratification of the 2009-2011 contract and an open  
11 enrollment period with a target date of May 1, 2010, two thousand dollars  
12 (\$2,000.00) in-network under a single plan.
  - 13 (f) Effective following ratification of the 2009-2011 contract and an open  
14 enrollment period with a target date of May 1, 2010, three thousand five  
15 hundred dollars (\$3,500.00) out-of-network under a single plan.
  - 16 (g) Effective following ratification of the 2009-2011 contract and an open  
17 enrollment period with a target date of May 1, 2010 contract, three  
18 thousand five hundred dollars (\$3,500.00) in-network under a family plan.
  - 19 (h) Effective following ratification of the 2009-2011 contract and an open  
20 enrollment period with a target date of May 1, 2010, six thousand dollars  
21 (\$6,000.00) out-of-network under a family plan.
  - 22 ~~(e)~~(i) Office visit co-payments are not limited and do not count toward the  
23 calendar year out-of-pocket maximum(s).
  - 24 ~~(f)~~(j) Charges that are over usual and customary do not count toward the  
25 calendar year out-of-pocket maximum(s).
  - 26 ~~(g)~~(k) Prescription drug co-payments do not count toward the calendar year out-  
27 of-pocket maximum(s).
  - 28 ~~(h)~~(l) Other medical benefits not described in 16 ~~(e), (f), and (g)~~ (i), (j), (k) shall  
29 be paid by the County at 100% after the calendar year out-of-pocket  
30 maximum has been satisfied.

- 1 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a  
2 fifty dollar (\$50.00) emergency room co-payment in-network or out-of-  
3 network. Effective following ratification of the 2009-2011 contract and an  
4 open enrollment period with a target date of May 1, 2010, the emergency  
5 room co-payment in-network or out-of-network shall increase to one  
6 hundred dollars (\$100.00). The co-payment shall be waived if the  
7 employee and/or their dependents are admitted directly to the hospital  
8 from the emergency room. In-network and out-of-network deductibles  
9 and co-insurance percentages apply.
- 10 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a  
11 thirty (30) day prescription drug supply at a participating pharmacy or a ninety  
12 (90) day prescription drug supply through mail order:
- 13 (a) Five dollar (\$5.00) co-payment for all generic drugs.
  - 14 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the  
15 formulary list.
  - 16 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.
  - 17 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-  
18 payment level at the discretion of the plan.
  - 19 (e) The plan shall determine all management protocols.
- 20 (19) All eligible employees and/or their dependents enrolled in the HMO shall be  
21 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury  
22 related office visits. The office visit co-payment shall not apply to preventative  
23 care. The County and/or the plan shall determine preventative care.
- 24 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a  
25 one hundred dollar (\$100.00) co-payment for each in-patient hospitalization.  
26 There is a maximum of five (5) co-payments per person, per calendar year.
- 27 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay  
28 fifty percent (50.0%) co-insurance on all durable medical equipment to a  
29 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 30 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a  
31 fifty dollar (\$50.00) emergency room co-payment (facility only). Effective

1 following ratification of the 2009-2011 contract and an open enrollment period  
2 with a target date of May 1, 2010., the emergency room co-payment (facility  
3 only) shall increase to one hundred dollars (\$100). The co-payment shall be  
4 waived if the employee and/or their dependents are admitted to the hospital  
5 directly from the emergency room.

6 (23) All eligible employees and/or their dependents Benefits for the in-patient and out-  
7 patient treatment of mental and nervous disorders, alcohol and other drug abuse  
8 (AODA) are as follows:

9 (a) If the employee and the dependent use an in-patient PPO facility, benefits  
10 are payable at eighty percent (80.0)% of the contracted rate for thirty (30)  
11 days as long as the PPO approves both the medical necessity and  
12 appropriateness of such hospitalization.

13 (b) If the employee and the dependent use a non-PPO facility, benefits are  
14 payable at fifty percent (50.0%) of the contracted rate for a maximum of  
15 thirty (30) days. The hospitalization is still subject to utilization review  
16 for medical necessity and medical appropriateness.

17 (c) The first two (2) visits of outpatient treatment by network providers will  
18 be reimbursed at one hundred percent (100.0)% with no utilization review  
19 required. Up to twenty five (25) further visits for outpatient treatment  
20 when authorized by the PPO, will be reimbursed at ninety five percent  
21 (95.0%) of the PPO contracted rate. In addition, when authorized by the  
22 PPO, up to thirty (30) days per calendar year, per insured, of day treatment  
23 or partial hospitalization shall be paid at ninety five percent (95.0)% of the  
24 contracted rate for all authorized stays at PPO facilities.

25 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO  
26 but not provided by a PPO provider shall be paid at fifty percent (50.0%)  
27 of the contracted rate for all medically necessary and appropriate treatment  
28 as determined by the PPO. When authorized by the PPO, up to thirty (30)  
29 days per calendar year, per insured, of day treatment or partial  
30 hospitalization shall be paid at fifty percent (50.0%) of the contracted rate  
31 for all authorized stays at non-PPO facilities.

1 (24) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
2 (\$500.00) per contract (single or family plan) to each eligible employee who  
3 elects to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any  
4 employee who is hired on and after January 1 and who would be eligible to enroll  
5 in health insurance under the present County guidelines who chooses not to enroll  
6 in a Milwaukee County health plan shall also receive five hundred dollars  
7 (\$500.00). Proof of coverage in a non-Milwaukee County group health insurance  
8 plan must be provided in order to qualify for the five hundred dollars (\$500.00)  
9 payment. Such proof shall consist of a current health enrollment card.

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

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

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

1 aspects of the disease management program. The County and the Association agree  
2 to reopen the 2007–2008 contract to negotiate the implementation of a Wellness  
3 and Disease Management Program if the County is successful in establishing a  
4 Wellness and Disease Management Program.  
5

6 2.08.2 DENTAL INSURANCE

- 7 (1) Employees shall be offered the option of the Milwaukee County Dental Benefits  
8 Plan or the Care Plus Prepaid/Dental Associates Plan.
- 9 (2) The County shall pay the full cost of dental insurance for employees hired prior to  
10 July 31, 1989. Employees hired on or after July 31, 1989 shall pay \$2.00 per  
11 month toward the cost of a single plan, or \$6.00 per month toward the cost of a  
12 family plan through payroll deductions.  
13

14 2.09 VACATIONS

- 15 (1) Maximum vacation allowance shall be determined in accordance with the  
16 following formula based on years of service:
  - 17 50 hours after 6 months
  - 18 100 hours after 1 year
  - 19 140 hours after 5 years
  - 20 180 hours after 10 years
  - 21 220 hours after 20 years
- 22 (a) Employees shall accrue vacation based on the number of hours paid, not to  
23 exceed the formula in par. (1) above.
- 24 (b) As of January 1, 2002 the years of service for employees shall include any  
25 credible pension service earned with the County, the State of Wisconsin or  
26 any municipality within the State of Wisconsin.
- 27 (c) Vacation accrued during any given payroll year shall be liquidated during  
28 the following calendar year, except as noted in par.(c). Payroll year shall  
29 commence on the first day of the first pay period for any calendar year,  
30 not necessarily the first calendar day of the year.

- (d) After completing the first year of service, employees shall be eligible to liquidate vacation in that calendar year equal to the amount accrued during the employee's first year of service. Thereafter, employees shall be permitted to liquidate vacation which was accrued in the preceding payroll year.
- (e) Employees may carry a maximum of 40 hours of accrued vacation from one calendar year to the next and up to 60 hours with the written permission of the department head for all hours in excess of 40 hours.
- (f) Current practices relating to maximum vacation benefits and eligibility therefore shall remain in effect.
- (g) Employees who terminate after one year of service with Milwaukee County shall be compensated for any unliquidated vacation accrued during the previous calendar year, as well as to the date of termination.
- (h) Employees are exempt from the provisions of Civil Service Rule VIII, Section 3(a)(b)(c)(d) and Sections 4, 5, and 6.
- (i) Whenever possible, vacations shall be granted at the time requested by the employee. Approval of vacation requests shall be based on countywide seniority. Vacation may be divided into parts of no less than one-hour duration.

2.10 HOLIDAYS-PERSONAL HOURS

- (1) All regular full time employees shall receive 24 hours leave per year known as "personal hours", in addition to earned leave by reason of vacation, accrued holidays and compensatory time.
- (2) Regular full time employees shall accrue personal hours during their first fractional calendar year of employment as follows:

<u>Date of Hire</u>	<u>Hours Accrued in Initial Fractional Calendar Year</u>
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1	On or before April 30	-	24 hours
2	May 1 to August 31	-	16 hours
3	September 1 and thereafter	-	8 hours

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Employees who work half-time or more shall accrue personal hours on a pro-rata basis. Proration shall be based on an established work week.

- (3) Personal hours may be taken at any time during the calendar year in which they are accrued, subject to the approval of the department head. Personal hours may be divided into parts of no less than one-half hour duration. Supervisory personnel shall make every reasonable effort to allow employees to make use of personal hours as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.
- (4) Whenever possible, requests to liquidate personal hours, holidays or compensatory time shall be granted. In case of conflict, the employee with the greater countywide seniority shall be granted the hours off.
- (5) The following days of each year are holidays: January 1; the third Monday in January; the third Monday in February; the last Monday in May; July 4, November 11th; the 4th Thursday in November; the 4<sup>th</sup> Friday in November; December 25; and the day appointed by the Governor as Labor Day; and the day of holding general election in November of even numbered years.
- (6) A holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday.
- (7) All employees required to work on the holiday or the observed holiday shall accrue an equivalent amount of compensatory time for liquidation during the following 13 pay periods.
- (8) The appointing authority shall have the right to require a sufficient number of employees in each required classification to work on the above named holidays or the day designated by the County Board to observe said holidays. Employees

1 required to work on such days shall accrue an equivalent amount of compensatory  
2 time for liquidation during the following 13 pay periods.

3  
4 2.11 SICK LEAVE

5 (1) All officers and Employees hired and who are compensated on a biweekly or  
6 annual basis and are required to work half time or more, and all hourly employees  
7 who are customarily employed 40 hours in each calendar week, shall accrue leave  
8 of absence with pay for illness at the rate of 3.7 hours for each pay period, or a  
9 proportionate credit for employees who regularly work less than 40 hours per  
10 week; provided, however, that such credit shall be canceled for each pay period in  
11 which the employee is absent without pay for more than 3/8 of the required hours  
12 except absences due to disability in line of duty or leave for military service; and  
13 further provided that:

14 (a) Reason for the absence and the good faith of the employee in taking such  
15 leave shall be supported by such reasonable evidence as may be required  
16 by the appointing authority, including a physician's certificate, personal  
17 affidavit, or by other means; and

18 (b) That when the illness of an employee is such as may make it necessary to  
19 take leave of absence of more than 3 days, a statement shall be made to the  
20 appointing authority in writing from a licensed physician or from an  
21 authorized Christian Science practitioner, stating the period of time the  
22 employee was unable to work because of illness.

23 (2) As of January 1, 2002, sick leave allowance balances accrued during previous  
24 periods of employment with Milwaukee County shall be restored to the employee.

25 (3) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be  
26 taken for the purpose of enabling employees to receive non-emergency medical  
27 attention during duty hours. Such leave may be allowed for scheduled  
28 appointments for any type of medical or dental care.

29  
30 This modification in the use of sick leave recognizes the current difficulty  
31 encountered in attempting to schedule non-emergency medical treatment during

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

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

12  
13 2.12 LEAVES OF ABSENCE WITHOUT PAY

- 14 (1) Leaves of absence without pay not exceeding 30 calendar days shall be granted  
15 for good reason to any employee with the approval of his department head. Such  
16 approval shall not be unreasonably withheld. Requests for such leaves shall be  
17 made by the employee as far as possible in advance of the date on which such  
18 leave is to begin. Employees shall be reinstated to their former positions upon  
19 return from leave.
- 20 (2) Prior to the commencement of the leave of absence, the employee shall sign the  
21 leave of absence form and be furnished with a signed approved copy thereof  
22 indicating the dates on which such leave begins and ends. In those cases where  
23 the employee is not on duty prior to the commencement of the leave, the leave of  
24 absence form shall be forwarded to him by certified mail for signature. The  
25 employee shall sign such form and return it within 10 days to the appointing  
26 authority for his approval, a signed approved copy of which shall be returned to  
27 the employee by certified mail.
- 28 (3) Failure to indicate in writing to the appointing authority a willingness to return to  
29 the County service prior to the expiration of the leave of absence without pay  
30 shall be considered a resignation.

1 (4) Leaves of absence without pay in excess of 30 days require the prior approval of  
2 the Director of Human Resources.

3 (5) The County agrees to eliminate Rule VIII, sec. 2(2)(h), which requires leaves of  
4 absence without pay to run for public office.

5 (6) Employees returning from an approved leave of absence without pay for 6 months  
6 or less shall return to their former position from which the leave was granted.  
7 After an approved leave of absence without pay of 6 months or more, employees  
8 shall be returned to their former classification if a vacant position authorized to be  
9 filled exists. If not, the County will make every effort to place such employee in  
10 another vacant position authorized to be filled within the same classification in the  
11 County Service. If no such vacancy exists, the employee shall be placed on the  
12 reinstatement list for that classification.

13 (7) The County and the Association shall abide by State and Federal regulations  
14 concerning the Family and Medical Leave Act.

15  
16 2.12.1 MILITARY LEAVE

17 (1) Employees holding regular civil service status who are required to take periods of  
18 training for the purpose of retaining status as members in organized units of the  
19 reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard, and the  
20 National Guard, and who are ordered to active duty, may be granted leave of  
21 absence upon submission of evidence of receipt of competent orders.

22 (2) Employees shall have the option to receive full County pay during such leave or  
23 to retain military pay. Employees choosing to be compensated by the County  
24 shall submit their military base pay to the County Treasurer.

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

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

28  
29 2.13 BEREAVEMENT LEAVE

30 (1) The following formula establishes the number of bereavement days to which an  
31 employee is entitled:

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CRITICAL  
ILLNESS\*

DEATH

Immediate family of employee:  
Husband, wife, child, brother,  
sister, parents or foster parents,  
brother-in-law and sister-in-law

3 days

3 days + travel

Immediate family of spouse:  
Brother, sister, parents or child  
of employee's spouse, sister-in-law  
or brother-in-law of spouse

1 day

1 day + travel

Other close relatives:  
Aunt, uncle, first cousin, niece,  
nephew, or grandparents of  
employee or spouse, grandchildren

1 day

1 day + travel

Other causes for excused time:

Funeral of fellow worker

1/2 day if approved by division head

Wedding of: Child, brother,  
sister, parents or foster parents,  
brother-in-law and sister-in-law

1 day

\*Critical illness shall be substantiated by a letter from the attending physician  
indicating that the employee's presence was required.

(2) The following policies will be formalized:

(a) Where one day is authorized, it must be taken on the day of the funeral.

- 1 (b) Where more than one excused day is allowed such days must be  
2 consecutive calendar days, one of which is the date of the funeral.
- 3 (c) Whenever the funeral is outside Milwaukee County, one travel day will be  
4 permitted.
- 5 (d) Scheduled off days shall be considered as part of the total funeral leave  
6 allowed when such off days fall within the permissible bereavement  
7 period. Scheduled vacation days falling within the bereavement period  
8 may be rescheduled for liquidation during the remainder of the year.
- 9 (e) Bereavement leave shall be administered in accordance with sec. 17.18(4),  
10 C.G.O.
- 11

#### 12 2.14 INJURY OR ILLNESS IN THE LINE OF DUTY

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

18

#### 19 2.15 CAREER LADDERS

20 In an effort to streamline the hiring and examination process, to provide in-house consultation to  
21 all Milwaukee County Departments and to afford long-term county employees the opportunity  
22 for advancement, the parties to this Agreement agree to the following:

23

24 The parties to this Agreement are genuinely interested in working together to fashion mutually  
25 agreeable Career Ladders for members of the Association for available positions within their  
26 organization based on successful completion of all criteria contained within said ladder when  
27 positions are authorized to be filled. It is understood by the parties that management will first  
28 offer promotional opportunities to members of the Association who have successfully completed  
29 all elements of the criteria for advancement contained within the mutually agreed to career ladder  
30 prior to offering these types of positions to non-members of the Association. The parties to this  
31 Agreement agree that if no member of the Association has met the qualifications contained

1 within the career ladder that management is free to hire anyone meeting the minimum  
2 qualifications for a classification found within the Association's membership. The Director of  
3 Human Resources and/or his designee shall continue to establish minimum qualifications for all  
4 positions found within Milwaukee County including those positions contained within the career  
5 ladders to be developed by the parties.

6  
7 It is understood by the parties to this agreement that members of the Association and  
8 management will freely share all of their experience, talents, knowledge, skills, and contacts in  
9 order to further the overall mission of Milwaukee County and its customers.

10  
11 Association members will provide to the appropriate management staff periodic updates on new  
12 technologies and procedures which may enhance Milwaukee County's delivery of services to its  
13 customers. Association members when directed by management will make themselves available  
14 to provide training or consultation to all of Milwaukee County and its customers.

15  
16 2.16 CERTIFICATION

17 Employees certified for regular appointment to positions from established eligible lists shall  
18 either accept the position or have their name removed from such list of eligibles.

19  
20 2.17 PROMOTION

21 (1) The County shall not discriminate against any employee on the basis of race,  
22 color, creed, sex, or national origin in making promotional appointments and shall  
23 give due consideration to the relative countywide seniority of employees on the  
24 promotional list in making such appointment.

25 (2) Employees who do not successfully complete their probationary period in the  
26 promotional position or who desire to return to their former classifications, shall  
27 be permitted to return to the position from which they were promoted in the event  
28 such position remains vacant; and if such position has been filled, the County will  
29 make every reasonable effort to place such employee in another position within  
30 the classification from which he was promoted, or, if no such vacancy exists, to a  
31 position in a title and pay range lower than that from which he was promoted.

1 Employees not returned to their former classification because no vacancy exists  
2 shall be placed on the appropriate reinstatement list.

- 3 (3) When an employee does not successfully complete his promotional probation  
4 and is returned to his former position or a similar position in his former  
5 classification, he shall do so with full seniority and, whenever practicable, shall be  
6 returned in classification to the same shift and department.

7  
8 2.18 EMPLOYEE PARKING

- 9 (1) The County will eliminate any charge for parking to employees using County-  
10 owned or controlled parking lots, except the Courthouse Annex. The County  
11 shall make every reasonable effort to secure such lots against theft and vandalism  
12 in a manner consistent with location and type of facility.
- 13 (2) The foregoing paragraph shall not apply to any County-owned or controlled lot  
14 available for use to the general public for which parking fees have been  
15 established.
- 16 (3) Employees shall abide by metered or posted parking restrictions.

17  
18 2.19 LAYOFFS AND RECALL

- 19 (1) Whenever it becomes necessary, through lack of work or funds, to reduce the  
20 number of County Employees represented by the Association in any position in  
21 the classified service, the chief executive officer of the department concerned  
22 shall notify the Director of Human Resources of the number and classification of  
23 employees to be laid off. The Director of Human Resources, upon receipt of the  
24 notice from the department's chief executive officer, shall give to the chief  
25 executive officer the names and addresses of the employees who should be laid  
26 off in accordance with these rules:

- 27 (a) The order of layoffs shall be as follows:
- 28 1. Employees on emergency appointment.
  - 29 2. Employees on temporary appointment.
  - 30 3. Employees on regular appointment (RA) and emergency  
31 appointment pending qualifications (EAQ) beginning with the

1                   employee with the least seniority (as defined in par. (d) below) in  
2                   the affected classification.

- 3           (b)   The affected employees may, at his option, displace the least senior  
4           employee holding a position in the next lower classification within the job  
5           title series, providing he is more senior than the employee he is displacing.
- 6           (c)   This displacement procedure to a lesser classification shall be followed  
7           beginning with the highest classification affected and continuing to the  
8           lowest classification affected, unless the affected employee decides not to  
9           initiate his option and leaves the County service.
- 10          (d)   Seniority for layoff purposes is the relative status of an employee based on  
11          continuous service from last date of hire, reduced by authorized leaves of  
12          absence without pay in excess of 30 days.
- 13          (e)   An employee who elects to take a position in a lower classification,  
14          displacing an employee with less seniority in such lower classification  
15          shall be paid at the maximum of the pay range to which such lower  
16          classification shall be paid provided that such rate is not higher than the  
17          rate he was receiving in the classification from which he was displaced.
- 18          (f)   Should the County find it necessary to initiate a reduction in employees  
19          affecting members represented by the Association, the County shall give  
20          the Association no less than 4 weeks but no more than 6 weeks notice  
21          prior to the effective date of the layoff of the initially affected employee(s)  
22          or within 3 days of the action of the County Board when the effective date  
23          of the layoff is less than 4 weeks from the date of the County Board  
24          meeting at which such action was taken. During the intervening period  
25          between the notice and actual layoff, the County shall meet with the  
26          Association to discuss possible alternatives. Recommendations of the  
27          Association shall be given due consideration.
- 28          (g)   The County and the Association shall meet within 3 working days prior to  
29          the notification of affected employees to discuss layoffs. The County at  
30          this meeting shall provide the Association with a current layoff list,  
31          seniority list, and pending retirement list of the department.

- 1 (h) Displacement and recall as contemplated herein shall be restricted to  
2 vertical movement only, within a title series and within those  
3 classifications represented by the Association.
- 4 (i) The County is genuinely interested in maintaining maximum employment  
5 for all employees covered by this Agreement consistent with the needs of  
6 the County. In planning to contract or subcontract work, the County shall  
7 give due consideration to the interest of County employees by making  
8 every effort to insure that employees with seniority will not be laid off or  
9 demoted as a result of work being performed by an outside contractor. In  
10 the event a position is abolished as a result of contracting or  
11 subcontracting, the County will hold advance discussions with the  
12 Association prior to letting the contract. Association representatives will  
13 be advised of the nature, scope of work to be performed and the reasons  
14 why the County is contemplating contracting out work.
- 15 (j) When it becomes necessary because of the availability of more work and  
16 funds to increase the number of employees in any classification, an  
17 employee having accepted a voluntary reduction to a lower classification  
18 shall be reinstated to the position from which he left as if he were recalled  
19 from layoff. If more than one employee is affected, reinstatement shall be  
20 by application of seniority in reverse order of displacement.
- 21 (k) Any employees who are laid off under these procedures and rehired for the  
22 same work within 2 years of the date of such layoff shall be reinstated to  
23 the same relative position and pay range within the department at the same  
24 step in the pay range which he held at the time of layoff and at the rate  
25 currently being paid to that classification at time of recall.
- 26 (l) Seniority shall be broken if an employee:
- 27 1. Retires
  - 28 2. Resigns from County service.
  - 29 3. Is discharged and the discharge is not reversed.
  - 30 4. Is not recalled from layoff for a period of 2 years.

1 (This provision shall not apply to an employee not reinstated to a  
2 position from which he was displaced to a lower position in the  
3 event he is not returned to the higher position within a 2-year  
4 period.)

5 5. Does not return at the expiration of a leave of absence.

6 (m) An employee's refusal to accept a position in a lower classification shall  
7 not be construed as a termination but rather such employee shall be placed  
8 on the appropriate reinstatement list as though laid off in accordance with  
9 these provisions.

10  
11 2.20 LAYOFF BENEFITS

12 (1) The annuity of a laid off employee who has not signed the appropriate forms for  
13 deferred retirement shall be in force for a period of not more than 5 years for  
14 those employees whose last date of hire preceded January 1, 1971.

15 (2) While on layoff an employee may elect to remain a member of the County group  
16 for purposes of Employee Health Insurance but shall be required to pay all  
17 premiums, whether single or family, while in layoff status. In no event shall the  
18 employee be permitted to remain a member of the group for such purpose for a  
19 period in excess of one year from the date of layoff.

20 (3) A layoff period shall not begin until an employee has used or been compensated  
21 for all earned unliquidated personal time, compensatory time and vacation time  
22 accrued to the date of layoff.

23  
24 2.21 JURY DUTY

25 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury  
26 duty will be required to immediately present such Summons to his/her supervisor  
27 and indicate the dates on which he/she will be required to serve. Employees  
28 regular work schedules shall not be changed during the period of jury duty.

29 (2) An employee who reports for jury duty on a regularly scheduled workday shall be  
30 paid for that day at his/her regular rate, excluding premiums of any kind. On days

1 that the employee reports for jury duty, it is not necessary that he/she punch in  
2 and out at his/her regular place of work.

3 (3) In the event that an employee is excused from jury duty for 4 hours or more per  
4 day, he/she shall return to duty and work until the completion of their regular  
5 shift.

6 (4) All fees received by employees serving as jurors shall be deposited with the  
7 County Treasurer. The County Treasurer shall send a check to each County  
8 employee for that portion of the fee attributable to expenses. An employee may  
9 retain the entire fee on days he/she reports for jury duty during vacation, off days,  
10 personal days, or other unscheduled times.

### 11 12 2.23 DEPENDENT CARE VOUCHERS

13 Effective January, 1992 the parties agree to implement a dependent care voucher system which is  
14 a salary reduction program for the purpose of paying work related dependent care costs via a  
15 voucher program administered by a third party of the County's choosing. Such a program shall  
16 be conducted in accordance with State and Federal regulations.

### 17 18 2.24 DIRECT PAYROLL DEPOSIT

19 Effective as soon as administratively practicable after the execution of this agreement, The  
20 Milwaukee County Direct Deposit Program shall be utilized by all employees in the bargaining  
21 unit.

## 22 23 **PART 3**

### 24 25 3.01 DEPARTMENTAL WORK RULES

26 (1) The Association recognizes the prerogative of the County to operate and manage  
27 its affairs in all respects in accordance with its responsibilities, duties and powers,  
28 pursuant to the statutes of the State of Wisconsin, the ordinances and resolutions  
29 of the County and the rules of its Civil Service Commission. The Association  
30 recognizes the exclusive right of the County to establish reasonable work rules.

- 1 (2) The County shall meet with the Association for the purpose of discussing the  
2 contemplated creation or modification of such rules five days prior to  
3 implementation, except in emergency situations where no advance notification  
4 shall be required. In such situations, the County shall meet with the Association  
5 as soon as practicable following implementation.  
6

7 3.02 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY MEETINGS.

- 8 (1) Authorized employees scheduled to attend County meetings shall be allowed to  
9 attend such meetings on County time at no loss of pay or benefits. Employees  
10 attending such meetings which cause them to be absent from their work  
11 assignment shall notify supervision as far in advance as possible.

- 12 (2) The term "authorized employees" shall mean two representatives of the  
13 Association or such employees who have been elected or appointed to Boards,  
14 Commissions or Committees which provide for employee representation among  
15 their membership.  
16

17 3.03 BARGAINING TIME

18 Employees serving as members of the Association bargaining committee shall be paid their  
19 normal base rate for all hours spent in contract negotiations carried on during their regular work  
20 day. Effort shall be made to conduct negotiations during non-working hours to the extent  
21 possible, and in no case shall such meetings be unnecessarily protracted. Employees released  
22 from duty for negotiations shall be allowed reasonable travel time between their work site and  
23 meeting location.  
24

25 3.04 BULLETIN BOARDS

- 26 (1) The County shall provide a bulletin board for the Association's use and erect it in  
27 a location to be agreed upon for posting notices regarding Association affairs,  
28 restricted to the following:  
29 (a) Notices of Association meetings.  
30 (b) Notice of Association elections.  
31 (c) Notices of Association appointments and results of Association elections.

- 1 (d) Notices of Association recreational and social events.
- 2 (e) Notices concerning bona fide Association activities such as cooperatives,  
3 credit unions and unemployment compensation information. Other  
4 notices concerning Association affairs which are not political or  
5 controversial in nature.
- 6 (2) Upon written notice by the employer, the Association shall promptly remove from  
7 such bulletin board any material which is libelous, scurrilous, or in any way  
8 detrimental to the labor-management relationship.
- 9 (3) The posting of any Association-authorized material which is in violation of this  
10 section shall be cause for the immediate removal of the bulletin board and  
11 cancellation of bulletin board privileges.  
12

### 13 3.05 CHANGES IN CLASSIFICATION

- 14 (1) When, in the judgment of the Association, a position, or group of positions in the  
15 bargaining unit are improperly classified, because of changes in the duties or  
16 responsibilities, the Association shall submit its recommendations for  
17 reclassification in writing to the Director of Human Resources. All requests shall  
18 include information regarding the duties assigned to the position, a summary of  
19 the change in duties and the suggested classification. The Director of Human  
20 Resources shall review the duties assigned to the position as well as any other  
21 information provided and submit a recommendation to the Association as  
22 expeditiously as possible. In order to meet changing market conditions, the  
23 County reserves the right to reallocate any classifications that it deems  
24 appropriate.
- 25 (2) In the event the Union concurs with the recommendations of the Director of  
26 Human Resources to reclassify a position, the recommendation shall be included  
27 in a report distributed to all County Board Supervisors.
- 28 (3) In the event the Union does not concur with the recommendation of the Director  
29 Human Resources, both parties may request or provide such additional  
30 information as may clarify the appropriate classification for the position. After  
31 reviewing the additional information, if both parties concur that a reclassification

1 is appropriate, the recommendation of the Director of Human Resources shall be  
2 included in a report distributed to all County Board Supervisors.

3 (4) In the event the Union and the Director of Human Resources cannot agree on the  
4 appropriate classification for an existing position, either party may appeal to the  
5 Personnel Committee within 30 days of receiving notice of the Director of Human  
6 Resources final recommendation. Both parties shall submit a written summary of  
7 the rationale for their opinion to the Personnel Committee as well as any other  
8 information deemed appropriate. The decision of the County Board on the  
9 Personnel Committee recommendation, subject to review by the County  
10 Executive, shall be final and if a change in classification is approved, it shall be  
11 implemented the first day of the pay period following that in which a resolution  
12 adopted by the County Board has been approved by the County Executive.

13 (5) The Director of Human Resources shall provide a monthly report to the Personnel  
14 Committee which lists all position reclassifications which the Director intends to  
15 approve, along with a fiscal note for each with a copy to the Association not less  
16 than five (5) working days prior to said Personnel Committee Meeting. This  
17 report shall be distributed to all County Supervisors and placed on the Personnel  
18 Committee agenda for informational purposes. If a County Supervisor objects to  
19 the decision of the Director of Human Resources within seven working days of  
20 receiving this report, the reclassification shall be held in abeyance until resolved  
21 by the County Board upon recommendation of the Personnel Committee, and  
22 subsequent County Executive action. If no County Supervisor objects, the  
23 reclassification shall be implemented the first day of the first pay period following  
24 the meeting of the Personnel Committee and in compliance with collective  
25 bargaining agreements. In the event the County Board takes no action on a  
26 reclassification, after receipt of a recommendation from the Personnel Committee,  
27 the reclassification shall be implemented the first day of the first pay period  
28 following action by the County Executive or, in the event of a veto, final County  
29 Board action. The new rate of pay for the position(s) reclassified shall be  
30 effective 120 days from the date of the request for reclassification, or upon the  
31 effective date of the reclassification, whichever is less. All reclassification

1 requests pending on the effective date of this labor agreement shall be  
2 recommended or denied by the County within 120 days from the execution of the  
3 agreement.

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

7  
8 3.06 SEVERE WEATHER PROCEDURE

9 The County shall make a reasonable accommodation for the comfort of those employees who are  
10 directed to remain at their work place beyond their regularly scheduled shift as a result of  
11 circumstances caused by weather conditions.

12  
13 3.08 REGISTRATION EXAMINATIONS

14 Employees may be granted excused time for the purpose of participating in one registration  
15 examination when such examination is conducted during the employee's regular work schedule  
16 and is in a field pertinent to that in which he is employed. The relevance of such registration  
17 shall be determined by the appointing authority.

18  
19 3.09 PROFESSIONAL LIABILITY

20 The County agrees that all positions in the bargaining unit represented by the Association shall  
21 be covered under Chapter 895.46(1), Wisconsin Statutes.

22  
23 3.10 ACCESS TO PERSONNEL FILES

- 24 (1) Employees, or their designees, shall have the right to examine their departmental  
25 personnel files at reasonable times in the office where such files are maintained.  
26 Upon receipt of an employee's request to examine his/her file, the appropriate  
27 department head shall arrange a time and place where such examination may be  
28 made. In the event a department maintains more than one file on an individual  
29 employee, all such files shall be made available to the employee at the time and  
30 place designated by the department head.
- 31 (2) Examinations of employees' files shall be conditioned upon the following:

1 (a) Neither the employee nor any person on his behalf shall remove the file or  
2 any of the documents contained therein from the office in which the  
3 inspection is conducted.

4 (b) The County may, but shall not be required to, furnish photostatic or carbon  
5 copies or any other reproduction of the documents contained in such file.  
6 However, the employee may make handwritten notes as to the matters  
7 contained therein.

8 (c) Such inspection shall be conducted as expeditiously as possible and in a  
9 manner which does not interrupt the normal work flow of the department.

10 (3) Any correspondence made in writing to the appropriate department head  
11 concerning matters contained in such file shall be made a part thereof.  
12

### 13 3.11 AFFIRMATIVE ACTION STATEMENT

14 The County and the Association agree to abide by all of the provisions of the Consent Order in  
15 Civil Action No. 74-C-374 in the United States District Court for the Eastern District of  
16 Wisconsin in Johnnie G. Jones, et al., vs. Milwaukee County, et al. The County and the  
17 Association further agree that when provisions of the Agreement are in conflict with the Consent  
18 Order, the provisions of the Consent Order shall be controlling.  
19

20 By the inclusion of the foregoing language, the Technicians, Engineers and Architects of  
21 Milwaukee County (TEAMCO) reserve any and all rights which it may have to seek clarification  
22 of the impact of the consent order in Civil Action No. 74-C-374 in the case of Johnnie G. Jones,  
23 et al vs. Milwaukee County, et al, in the United States District Court for the Eastern District of  
24 Wisconsin; and to the extent that the United States District Court for the Eastern District of  
25 Wisconsin shall modify the decision in the referenced case, or provide interpretation of the  
26 decision in the referenced case, the rights and opportunities of the Association regarding  
27 affirmative action shall be modified accordingly.  
28

### 29 3.12 MUTUAL CONCERNS COMMITTEE

30 A committee comprised of three (3) managers, two appointed by the Director of DPW and one  
31 appointed by the Director of Parks, and three (3) representative electees from TEAMCO will be

1 formed within sixty (60) days after the execution of this agreement for the purpose of discussing  
2 matters of concern that would be of mutual benefit to the services provided to the department(s)  
3 and/or to the employees in providing such services. The sole purpose is to create an opportunity  
4 for day to day ideas and potential problems to be discussed openly and informally.  
5 The committee shall meet at dates mutually selected at the first meeting.

6  
7 Written notice of changes in committee membership shall be given not less than twenty (20)  
8 days prior to a scheduled meeting.

9  
10 3.13 LICENSING

11 As soon as administratively possible, the County agrees to reimburse bargaining unit members  
12 for licensing that is a requirement for employment.

13  
14 3.14 TUITION AND DUES REIMBURSEMENT

15 The County shall be obligated to set aside a sum of not less than \$7,500 per year to be used by  
16 unit employees for training and education sessions, classes, convention fees, professional society  
17 dues and books, subject to the employee's advance written approval from their department head  
18 for such expenditure. Such disbursements will be made in accordance with a procedure to be  
19 designated by the County. Consent shall not be unreasonably withheld.

20 Effective January 1, 2011, the County shall be obligated to set aside a sum of not less than five  
21 hundred dollars (\$500) per TEAMCO represented employee per year to be used by employees  
22 for training and education sessions, classes, conventions, fees, professional society dues, and  
23 books, subject to the employee's advance written approval from their department head for such  
24 expenditures. Such disbursement will be made in accordance with procedures to be designated  
25 by the County. The County agrees to allow seminars required under continuing education  
26 requirements to be taken during the regular work hours, without use of personal, holiday, or  
27 vacation time. Consent shall not be unreasonably withheld. Any funds not utilized in a calendar  
28 year, will revert to the authorizing Department.

1 3.15 CORPORATE TRANSIT PASS

2 Upon implementation of the Corporate Transit Pass Program by Milwaukee County, Milwaukee  
3 County agrees to offer the program to the members of the Association. The program would be  
4 identical to the Milwaukee County Transit System Corporate Pass Program in which the cost of a  
5 weekly pass, \$10.50 per week is discounted 20% from an annual fee of \$525 (for 50 weeks) to  
6 \$420. The County, as the employer would pay \$240, or \$20 per month, per employee toward the  
7 cost of the pass, while the employee would be charged \$180, or \$15 per month.

8  
9  
10 **PART 4**

11  
12 4.01 SETTLEMENT OF GRIEVANCES

13 The affected employee(s) must sign the Grievance Initiation Form. The County recognizes the  
14 right of an employee to file a grievance, and will not discriminate against any employee for  
15 having exercised their rights under this section.

16  
17 (1) **APPLICATION** The grievance procedure shall not be used to change existing  
18 wage schedules, hours of work, working conditions, fringe benefits and position  
19 classifications established by ordinances and rules which are matters processed  
20 under existing procedures. Only matters involving the interpretation, application  
21 or enforcement of the terms of this Agreement shall constitute a grievance.

22 (2) **REPRESENTATIVES** An employee may be represented at all steps in the  
23 procedure by not more than two representatives including the staff representative.  
24 Association representation shall be limited at all steps of the procedure to those  
25 persons officially identified as representatives of the Association. The Association  
26 shall maintain on file with the Department of Labor Relations a current list of  
27 officers and stewards.

28 (3) **TIME OF HANDLING** Whenever possible, grievances will be handled after the  
29 regularly scheduled working hours of the parties involved. The County agrees to  
30 provide at least 24-hour written notice of the time and place of the hearing to the  
31 grievant and the Association.

1 (4) TIME LIMITATIONS If it is impossible to comply with the time limits specified  
2 in the procedure because of work schedules, illness, vacations, etc., these limits  
3 may be extended by mutual consent in writing (extension of grievance time limit  
4 form #4894). If any extension is not agreed upon by the parties within the time  
5 limits herein provided, or a reply to the grievance is not received within time  
6 limits provided herein, the grievance may be appealed directly to the next step of  
7 the procedure. Failure on the part of the Association to appeal a grievance to the  
8 next step of the procedure pursuant to the time limits outlined in the procedure  
9 shall cause the grievance to be settled.

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

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

14 (a) Grievance Initiation Form;

15 (b) Grievance Disposition Form;

16 All forms are to be prepared in quadruplicate except at the County Institutions,  
17 Department of Parks, Recreation and Culture, and Department of Public Works,  
18 where 5 copies are to be prepared. Two copies are to be retained by the person  
19 originating the form; the remaining copies shall be served upon the other person  
20 involved in the procedure at that step, who shall distribute them in such manner as  
21 the department head shall direct. The department head shall furnish one copy to  
22 the Department of Labor Relations. The forms are available in the Department of  
23 Human Resources and in any County department or institution. Each department  
24 or institution shall have forms readily available to all employees. A copy of all  
25 grievance dispositions shall be forwarded to the appropriate Association  
26 representative.

27 (c) Procedure To Be Followed When Initiating A Written Grievance:

- 28 1. The employee alone or with his/her Association Representative  
29 shall cite the rule, regulation or contract provision that was alleged  
30 to have been violated at the first step of the grievance procedure.

- 1                   2.     The employee alone or with his/her Association Representative  
2                   shall in writing provide his/her immediate supervisor designated to  
3                   hear grievances an explanation as to when, where, what, who, and  
4                   why the employee believes that his/her contractual rights have  
5                   allegedly been violated. The written Grievance Initiation Form  
6                   shall contain the date or time that the employee alleges that his/her  
7                   contractual rights have been violated.
- 8                   3.     The employee alone or with his/her Association Representative  
9                   shall detail, in writing, the relief the employee is requesting.
- 10                  4.     If more space is required than is provided for on the Grievance  
11                  Initiation Form in order to comply with the provisions of this  
12                  section, the employee shall be permitted to submit written  
13                  attachments to said form.
- 14                  5.     The Grievance Initiation Form shall be prepared by the employee  
15                  or with his/her Association Representative in a manner that is neat,  
16                  clear, and discernible.
- 17                  6.     If the employee alone or with his/her Association Representative  
18                  fails to follow Section 4.01(6)(c) 1,2,3,4, or 5, the employee's  
19                  immediate supervisor designated to hear grievances may return the  
20                  Grievance Initiation Form to the employee for corrections.  
21                  Failure to make changes shall serve as a bar to the grievance  
22                  procedure.

23           (7)    STEPS IN THE PROCEDURE

24                   (a)    STEP 1

- 25                   1.     The employee alone or with his/her Association Representative  
26                   shall explain the grievance verbally to his/her immediate  
27                   supervisor designated to respond to employee grievances.
- 28                   2.     The supervisor designated in paragraph 1 shall within 3 working  
29                   days verbally inform the employee of his/her decision on the  
30                   grievance presented.

31                   (b)    STEP 2

1. If the grievance is not settled at the first step, the employee alone or with his/her representative shall prepare the grievance in writing on the Grievance Initiation Form and shall present such form to the immediate supervisor designated in Step 1 to initial as confirmation of his/her verbal response. The employee alone or with his/her Association Representative shall fill out the Grievance Initiation Form pursuant to section 4.01(6)(c)1,2,3,4,5, and 6 of this Agreement.
2. The employee or his/her Association Representative after receiving confirmation shall forward the grievance to his/her appointing authority or to the person designated by him/her to receive grievances within fifteen (15) working days of the verbal decision. Failure of the supervisor to provide confirmation shall not impede the timeliness of the appeal.
3. The person designated in Step 2, Par. 2, will schedule a hearing with the person concerned and within fifteen (15) days from date of service of the Grievance Initiation Form, the Hearing Officer shall inform the aggrieved employee and the Association in writing of his/her decision.
4. Those grievances which would become moot if unanswered before the expiration of the established time limits will be answered as soon as possible after the conclusion of the hearing.
5. The second step of the grievance procedure may be waived by mutual consent of the Association and the Director of Labor Relations. If the grievance is not resolved at Step 2 as provided, the Association shall appeal such grievance within thirty (30) calendar days from the date of the second step grievance disposition to Step 3.

(c) STEP 3

1. The Director of Labor Relations or his/her designee shall, attempt to resolve all grievances timely appealed to the third step. The

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

5 2. In the event the Director of Labor Relations or his/her designee  
6 and the appropriate Association Representative mutually agree to a  
7 resolution of the dispute, it shall be reduced to writing and mailed  
8 by certified mail (return receipt requested), and shall be returned  
9 by certified mail within 30 calendar days, and shall be binding  
10 upon all parties and shall serve as a bar to further appeal. Failure  
11 to return the third step disposition within the 30 calendar days shall  
12 serve as a bar to further appeal.

13 3. The Step 3 of the grievance procedure shall be limited to the  
14 Director of Labor Relations or his/her designee and the appropriate  
15 Association representative and one of his/her designees, a Staff  
16 Representative and representatives of the appropriate appointing  
17 authority involved in each dispute. The number of representatives  
18 at any Step 3 hearing may be modified by mutual consent of the  
19 parties.

20 (d) STEP 4

21 1. If the grievance is not resolved at the third step as provided, the  
22 Association may file a written appeal for arbitration. Such appeal  
23 shall be in writing with notification to the Director of Labor  
24 Relations, or his/her designee, within 30 days of the third step  
25 hearing decision.

26 2. The Association shall, in writing, notify the Director of Labor  
27 Relations or his/her designee within forty-eight (48) hours prior to  
28 the arbitration hearing of the names of the employees the  
29 Association wishes to have released for the arbitration hearing.  
30 The release of said employees shall be subject to review by the  
31 Director of Labor Relations or his/her designee and shall be subject

1 to mutual agreement between the Association and the Director of  
2 Labor Relations. The release of employees shall be subject to  
3 workload and staffing demands of the department.

4 (8) ARBITRATION PROCEDURE

5 (a) ~~Unless the parties, within five working days following the receipt of the~~  
6 ~~written appeal agree upon an arbitrator, either party may, in writing,~~  
7 ~~request the Wisconsin Employment Relations Commission to submit a list~~  
8 ~~of five arbitrators to both parties. The parties shall within five working~~  
9 ~~days of the receipt of the list meet for the purpose of selecting the~~  
10 ~~arbitrator by alternately striking names from the list until one name~~  
11 ~~remains. To assist in the resolution of disputes arising under the terms of~~  
12 ~~the Agreement and in order to resolve such disputes, the parties agree to~~  
13 ~~petition the Wisconsin Employment Relations Commission to appoint a~~  
14 ~~member of their staff to serve as arbitrator to resolve all grievances arising~~  
15 ~~between the parties.~~

16 (b) The filing of a grievance shall not stay the effectiveness of any rule,  
17 directive or order which gave rise to such grievance and any such rule,  
18 directive or order shall remain in full force and effect unless rescinded or  
19 modified as a result of the Arbitrator's award.

20 (c) Arbitration may be initiated by either party serving upon the other party a  
21 notice, in writing, of its intent to proceed to arbitration. The notice shall  
22 identify the specific contract provision upon which it relies, the grievance,  
23 the department, and the employees involved.

24 (d) For the purposes of brevity, the term "arbitrator" shall refer to a single  
25 arbitrator.

26 (e) The following subjects shall not be submitted to arbitration:

27 1. The statutory or charter obligations which by law are delegated to  
28 the Milwaukee County Board of Supervisors or the County  
29 Executive.

30 2. Disputes or differences regarding the classification of positions and  
31 the elimination or creation of positions.

- 1 (f) No issue shall be the subject of arbitration unless the issue results from an  
2 action or occurrence which takes place following the execution of this  
3 Agreement.
- 4 (g) The arbitrator selected shall hold a hearing at a time and place convenient  
5 to the parties within 30 working days of the notification of selection,  
6 unless otherwise mutually agreed upon by the parties and witnesses may  
7 be called. The arbitrator shall determine whether or not the dispute is  
8 arbitrable, under the express terms of this Agreement and shall render a  
9 bench decision regarding the procedural arguments presented by the  
10 parties before proceeding to hear the merits of the grievance. Once it is  
11 determined that a dispute is arbitrable, the arbitrator shall proceed in  
12 accordance with this section to determine the merits of the dispute  
13 submitted to arbitration.
- 14 (h) No award of any arbitrator may be retroactive for a period greater than  
15 130 working days prior to the formal request for arbitration as herein  
16 provided, nor shall it cover or include any period prior to the date of  
17 execution of this Agreement.
- 18 (i) The arbitrator shall neither add to, detract from nor modify the language of  
19 this Agreement in arriving at a determination of any issue presented that is  
20 proper for arbitration within the limitations expressed herein. The  
21 arbitrator shall have no authority to grant wage increases or wage  
22 decreases.
- 23 (j) The arbitrator shall expressly be confined to the precise written issue  
24 submitted for arbitration and shall not submit declarations of opinion  
25 which are not essential in reaching the determination of the question  
26 submitted unless requested to do so by the parties. It is contemplated by  
27 the parties that the arbitrator shall issue his award within sixty (60) days  
28 after the hearing unless the parties to this Agreement shall extend the  
29 period in writing by mutual consent.
- 30 (k) All expenses involved in the arbitration proceeding shall be ~~borne by the~~  
31 party requesting arbitration divided equally between the Union and the

1                    County. Expenses relating to the calling of witnesses or the obtaining of  
2                    depositions or any other similar expense associated with proceeding shall  
3                    be borne by the party at whose request the witnesses or depositions are  
4                    required.

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

7                    (9)     INTERPRETATION OF THE MEMORANDUM OF AGREEMENT

8                    A dispute arising between the parties out of the interpretation of the provisions of  
9                    this Memorandum of Agreement shall be discussed by the Association and the  
10                   Director of Labor Relations. If such dispute cannot be resolved between the  
11                   parties in this manner, either party shall have the right to refer the dispute to the  
12                   WERC who shall proceed in the manner prescribed in subsection (8) above. The  
13                   parties may stipulate to the issues submitted to the arbitrator or shall present to the  
14                   arbitrator, in writing, their respective positions with regard to the issue in dispute.  
15                   The arbitrator shall be limited in his/her deliberations to the issues so defined.  
16                   The decision of the arbitrator shall be filed with the Association and the Director  
17                   of Labor Relations.

18                   (10)    LIMITATIONS

19                   (a)     No grievance shall be initiated after the expiration of 60 calendar days  
20                   from the date of the grievable event.

21                   (b)     Representation at hearings on group grievances shall be limited to 2  
22                   employees from among the group. One employee of the group shall be  
23                   designated as the grievant to whom the grievance disposition forms shall  
24                   be forwarded.

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

28                   (d)     No arbitration hearing shall be held after six (6) months from the date a  
29                   grievance is initiated. A grievance shall be considered settled after six  
30                   months (6) from initiation unless it is pending disposition of an arbitrator.

1  
2  
3 **PART 5**  
4

5 5.01 SUCCESSORS AND ASSIGNS

6 In the event any institution, department, or other County function is taken over by any other  
7 governmental agency, the County will make every effort to persuade the successor agency to hire  
8 affected employees and to adopt and maintain in force the present wages, hours and conditions of  
9 employment to which the affected employees are entitled under the existing bargaining  
10 agreement.  
11

12 5.02 ENTIRE AGREEMENT

13 The foregoing constitutes the entire Agreement between the parties by which the parties intended  
14 to be bound and no verbal statement shall supersede any of its provisions. All existing  
15 ordinances and resolutions of the Milwaukee County Board of Supervisors affecting wages,  
16 hours and conditions of employment not inconsistent with this Agreement are incorporated  
17 herein by reference as though fully set forth. To the extent that the provisions of this Agreement  
18 are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be  
19 modified to reflect the agreements herein contained.  
20  
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 any  
24 tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part  
25 should be restrained by such tribunal, the remainder of this Agreement shall not be affected  
26 thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a  
27 mutually satisfactory replacement for such article or part.  
28

29 5.04 COLLATERAL AGREEMENTS

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

4  
5 Agreements of this type will be entered into only by the President of the Association and/or  
6 his/her designee.

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

15  
16 Management and the Association will keep each other apprised of the names of officials and  
17 administrators who may be involved in the procedure outline.

18  
19 All present collateral agreements shall remain in effect for the life of this Agreement except as  
20 otherwise provided in said agreements.

21  
22 All collateral agreements shall be executed by the President of the Association and/or his/her  
23 designee and authorized and signed by the Director of Labor Relations.

Dated at Milwaukee, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2010.  
(Three copies of this instrument are being executed all with the same force and effect  
as though each were an original.)

TECHNICIANS, ENGINEERS AND  
ARCHITECTS OF MILWAUKEE  
COUNTY

COUNTY OF MILWAUKEE  
a municipal body Corporate

By \_\_\_\_\_  
Kevin O'Brien, President

By \_\_\_\_\_  
Scott K. Walker, County Executive

By \_\_\_\_\_  
Timothy Detzer, Secretary

By \_\_\_\_\_  
Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:

\_\_\_\_\_  
Gregory L. Gracz, Director  
Labor Relations

APPROVED FOR EXECUTION

\_\_\_\_\_  
Corporation Counsel



**COMPARISON**

**~~2007—2008~~ 2009-2011**

**AGREEMENT**

**BETWEEN**

**COUNTY OF MILWAUKEE**

**AND**

**TECHNICIANS, ENGINEERS AND ARCHITECTS**

**OF MILWAUKEE COUNTY**

**MILWAUKEE COUNTY  
Labor Relations  
Courthouse, Room 210  
901 North Ninth Street  
Milwaukee, Wisconsin 53233  
414-278-4852**

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**2007—2008 2009-2011**  
**AGREEMENT**  
**BETWEEN**  
**COUNTY OF MILWAUKEE**  
**AND**  
**TECHNICIANS, ENGINEERS AND ARCHITECTS OF**  
**MILWAUKEE COUNTY**

---

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 Technicians, Engineers and Architects of Milwaukee County, 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**

**1.03 DURATION OF AGREEMENT**

- (1) After ratification by the parties the provisions of this Agreement shall become effective January 1, ~~2007~~2009, unless otherwise herein provided. Unless otherwise modified or extended by mutual agreement of the parties, this Agreement shall expire on December 31, ~~2008~~2011.
- (2) The initial bargaining proposals for a successor agreement shall be submitted by the Association prior to August 15, ~~2008~~2011. The initial bargaining proposals shall be submitted by the County prior to September 15, ~~2008~~2011. The first

1 scheduled negotiations session shall be held not later than October 15, ~~2008~~ 2011.  
2 Thereafter, negotiations shall be carried on in an expeditious manner and shall  
3 continue until all bargainable issues between the parties have been resolved.

- 4 (3) This timetable is subject to adjustment by mutual agreement of the parties  
5 consistent with the progress of negotiations.  
6

#### 7 1.04 MANAGEMENT RIGHTS

8 The County of Milwaukee retains and reserves the sole right to manage its affairs in accordance  
9 with all applicable laws, ordinances, resolutions and executive orders. Included in this  
10 responsibility, but not limited thereto, is the right to determine the number, structure and location  
11 of departments and divisions; the kinds and number of services to be performed; the right to  
12 determine the number of positions and the classifications thereof to perform such service; the  
13 right to direct the work force; the right to establish qualifications for hire, to test and to hire,  
14 promote and retain employees; the right to transfer and assign employees, subject to the terms of  
15 this Agreement related thereto, to suspend, discharge, demote or take other disciplinary action  
16 and the right to release employees from duties because of lack of work or lack of funds; the right  
17 to maintain efficiency of operations by determining the methods, the means and the personnel by  
18 which such operations are conducted and to take whatever actions are reasonable and necessary  
19 to carry out the duties of the various departments and divisions.  
20

21 In addition to the foregoing, the County reserves the right to make reasonable rules and  
22 regulations relating to personnel policy, procedures and practices and matters relating to working  
23 conditions giving due regard to the obligations imposed by this Agreement. However, the  
24 County reserves total discretion with respect to the function or mission of the various  
25 departments and divisions, the budget, organization, or the technology of performing the work.  
26

27 These rights shall not be abridged or modified except as specifically provided for by the terms of  
28 this Agreement, nor shall they be exercised for the purpose of frustrating or modifying the terms  
29 of this Agreement. But these rights shall not be used for the purpose of discriminating against  
30 any employee or for the purpose of discrediting or weakening the Association.  
31

1 The County is genuinely interested in maintaining maximum employment for all employees  
2 covered by this Agreement consistent with the needs of the County. In planning to contract or  
3 subcontract work, the County shall give due consideration to the interest of County employees  
4 by making every effort to insure that employees with seniority will not be laid off or demoted as  
5 a result of work being performed by an outside contractor.

6  
7 In the event a position is abolished as a result of contracting or subcontracting, the County will  
8 hold advance discussions with the Association prior to letting the contract. The Association  
9 representatives will be advised of the nature, scope of work to be performed, and the reasons  
10 why the County is contemplating contracting out work.

11  
12 ~~For the period of January 01, 2007 through December 31, 2007, there shall be no layoff of~~  
13 ~~bargaining unit employees unless the State and/or Federal government fails to provide the~~  
14 ~~funding mechanism and/or program dollars, or if the State and/or Federal government enact~~  
15 ~~legislation limiting or prohibiting the County from maintaining current (December 31, 2006)~~  
16 ~~funding levels. The County will not privatize work currently being performed by those~~  
17 ~~bargaining unit employees who are current incumbents in such positions. This provision shall~~  
18 ~~expire on December 31, 2007.~~

## 20 PART 2

21  
22 The provisions of this Part 2 shall become effective in accordance with Part 1 unless otherwise  
23 provided.

### 24 2.01 WAGES

25  
26 (1) ~~Effective November 4, 2007 the wages of the bargaining unit shall be increased~~  
27 ~~by one percent (1%).~~

28 (2) ~~Effective April 6, 2008 the wages of the bargaining unit shall be increased by one~~  
29 ~~percent (1%).~~

30 (3) ~~Effective June 29, 2008 the wages of the bargaining unit shall be increased by~~  
31 ~~one percent (1%).~~

1  
2 ~~(4) Effective October 5, 2008 the wages of the bargaining unit shall be increased by~~  
3 ~~one percent (1%).~~

4 ~~(5) A two hundred fifty dollar (\$250) per employee lump sum payment, shall be~~  
5 ~~made to employees who have an assigned work week of twenty (20) or more~~  
6 ~~hours per week, and who were on the payroll as of the first pay period following~~  
7 ~~ratification of the 2007-2008 contract.~~

8 (1) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), pay range 34A is  
9 created with the following steps:

<u>Step</u>	<u>Hourly Pay</u>
<u>1</u>	<u>38.75</u>
<u>2</u>	<u>39.59</u>
<u>3</u>	<u>40.43</u>
<u>4</u>	<u>41.27</u>
<u>5</u>	<u>42.13</u>
<u>6</u>	<u>42.97</u>
<u>7</u>	<u>43.84</u>
<u>8</u>	<u>44.96</u>
<u>9</u>	<u>46.09</u>

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21 (2) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of  
22 Managing Architect (pay range 32A), Managing Engineer Site Development (pay  
23 range 32A), Managing Engineer Electrical (pay range 32A), Managing Engineer  
24 Field Operations (pay range 32A), Managing Engineer Environmental Services  
25 (pay range 32A), Managing Engineer Design (pay range 32A), Managing  
26 Engineer Construction (pay range 32A), shall be reallocated to step 2 in pay range  
27 34A.

28 (3) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of Airport  
29 Environmental Compliance Manager (pay range 29B) shall be reallocated to step  
30 6 in pay range 29G.

1           (4)     Effective upon execution of this agreement, all step increases provided for in  
2                     Chapter 17 of the Milwaukee County General Ordinances are eliminated for a  
3                     twelve (12) month period effective on the execution date of this agreement.  
4

5     2.06 RETIREMENT SYSTEM

6           (1)     For employees hired on and after January 1, 1982, the provisions of Chapter  
7                     201.24, Employee Retirement System shall be modified as follows:

8           (a)     Final average salary means the average annual earnable compensation for  
9                     the five consecutive years of service during which the employee's earnable  
10                    compensation was the highest or, if he should have less than five years of  
11                    service, then his average annual earnable compensation during such period  
12                    of service. Effective December 22, 2002 (pay period one of 2003), the  
13                    word "five" in the preceding sentence shall be replaced with "three". An  
14                    employee who meets the requirements for a normal pension shall receive  
15                    an amount equal to 1-1/2% of his final average salary multiplied by the  
16                    number of years of service.

17          (b)     All pension service credit earned on and after January 1, 2001 shall be  
18                    credited in an amount equal to 2% of the employee's final average salary.  
19                    For each year of service credit earned after January 1, 2001, eight (8)  
20                    years of service credit earned prior to January 1, 2001 shall be credited at  
21                    2% of the employee's final average salary. This provision shall not apply  
22                    to a member of the Employees' Retirement System who became a member  
23                    of the system on or after January 1, 1982 and as of January 1, 2001 is  
24                    either eligible for a deferred vested pension benefit or is receiving a  
25                    pension benefit, unless such member returns to active County employment  
26                    and is eligible to earn additional pension service credit. Said credit shall  
27                    be awarded on a daily basis.

28          (c)     All pension service credit earned on and after the date of execution of this  
29                    agreement shall be credited in an amount equal to 1.6% of the employee's  
30                    final average salary.

1 (ed) Any employee whose last period of continuous membership began on or  
2 after January 1, 1982, shall not be eligible for a deferred vested pension if  
3 his employment is terminated prior to his completion of five (5) years of  
4 service.

5 (2) For employees who retire after January 1, 1986 overtime shall not be included in  
6 the computation of final average salary.

7 (3) Retention Incentive Bonus. Member's of the System whose membership began  
8 prior to January 1, 1982, and as of January 1, 2001, are either actively employed  
9 or on an approved leave of absence, shall have their final average salary increased  
10 by a bonus of 7.5% for each year of pension service credit earned after January 1,  
11 2001. Said bonus shall be credited on a daily basis and the maximum bonus  
12 which can be added to an eligible member's final average salary shall not exceed  
13 25%. This provision shall not apply to a member of the Employee's Retirement  
14 System who became a member of the System prior to January 1, 1982, and as of  
15 January 1, 2001 is either eligible for a deferred vested benefit under 201.24 (4.5)  
16 or is receiving a pension benefit, unless such member returns to active County  
17 employment and is eligible to earn additional pension service credit.

18 (4) For all employees who are members of the Employees' Retirement System as of  
19 January 1, 1971, the County shall contribute a sum equal to 6% of such  
20 employee's earnings computed for pension purposes into such account on behalf  
21 of each such employee. All such sums contributed, in addition to the  
22 contributions previously made by the employee, shall be credited to the  
23 employee's individual account and be subject to the provisions of the pension  
24 system as it relates to the payment of such sums to such employees upon  
25 separation from service. The provisions of this paragraph shall not apply to  
26 employees in the bargaining unit in the following classes who were not members  
27 of the Employees' Retirement System on or before the 12th day of December  
28 1967, or whose date of hire is later than December 23, 1967:

- 29 (a) Emergency Appointment, full time  
30 (b) Emergency Appointment, part time  
31 (c) Regular Appointment, seasonal

1 (d) Temporary Appointment, seasonal

2 (e) Emergency Appointment, seasonal

- 3 (5) Members of the retirement system shall be eligible for a disability pension  
4 pursuant to Milwaukee County ordinances if their employment is terminated prior  
5 to their normal retirement age by reason of total and permanent incapacity for any  
6 duty as the natural and proximate result of an accident occurring at some definite  
7 time and place while in the actual performance of duty. The last payment shall be  
8 made, if disability ceases prior to their normal retirement date, the first day of the  
9 month in which the disability ceases.

10 Disability shall be considered total and permanent if the Medical Board, after a  
11 medical examination of such member, shall certify that such member is mentally  
12 or physically incapacitated to perform any job that they are reasonably suited for  
13 by means of education, training, or experience. Disability must be as a result of  
14 such service accident and such incapacity is likely to be permanent. A member  
15 shall not be entitled to both accidental disability pension and ordinary disability  
16 pension. A member who meets the requirements for an accidental disability  
17 pension shall receive an amount computed in the same manner as a normal  
18 pension considering their earnable compensation and service prior to retirement  
19 but no less than 60% of their final average salary.

- 20 (6) VETERANS SERVICE CREDIT - Employees retiring on and after February 27,  
21 1990 shall be entitled to pension service credit for military service under Section  
22 2.01.24 II (10) of the Employee Retirement System as amended by the County  
23 Board of Supervisors through File #85-583(a), notwithstanding the effective date  
24 indicated in the amendment.

- 25 (7) The following shall apply only to members of the Employees' Retirement System  
26 prior to January 1, 1994, and does not apply to employees who become members  
27 of the Employees' Retirement System on and after January 1, 1994: Members who  
28 retire on and after January 1, 1994 shall be eligible for a normal pension when the  
29 age of the member when added to his/her years of service equals 75, but this  
30 provision shall not apply to any member eligible under 4.5 of Chapter 201,  
31 Employees' Retirement System of the County of Milwaukee.

1 (8) Member's who hold positions for which membership in the Employees'  
2 Retirement System is optional and opt for such membership, shall have pension  
3 service credit earned after January 1, 2001 credited at 2%. However, such service  
4 credit shall not result in a multiplier increase for service credit earned prior to  
5 January 1, 2001 nor shall such service credit qualify the member for a retention  
6 incentive bonus.

7 (9) Normal retirement age for a member whose initial membership in the retirement  
8 system began on or after January 1, 2010 shall be age sixty-four (64).

9 (910) SICK ALLOWANCE BALANCE ON RETIREMENT

10 (a) Members of the Employees Retirement System, whose membership began  
11 prior to January 1, 1994, shall receive full payment at the employee's final  
12 hourly rate of pay for all accrued sick allowance hours earned before  
13 November 4, 2005 at the time the employee retires. Twenty five percent  
14 (25.0%) of any remaining accrued sick allowance hours earned on and  
15 after November 4, 2005 shall be paid out at the employee's final hourly  
16 rate of pay. For calculation purposes, sick leave earned before November  
17 4, 2005 shall be used prior to sick leave earned on and after November 4,  
18 2005 for all hours of sick leave used prior to retirement. Such payment  
19 shall be made in a lump sum, and shall not be included in the calculation  
20 of the member's final average salary for pension calculation purposes.  
21 Nor shall pension service credit be granted in connection with the lump  
22 sum payment. The payment shall have no effect on the employee's  
23 retirement date. If permissible under IRS provisions, such payment may  
24 at the employee's request be placed in a "back drop account" in the  
25 Employees Retirement System whether or not the employee exercises an  
26 option. The provisions of this section shall not apply to a member who is  
27 eligible for a deferred retirement benefit under section 4.5 of 201.24 of the  
28 Employees' Retirement System.

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

1 rate at the time of retirement) credited toward the cost of health insurance  
2 after retirement. The employee may delay the activation of health  
3 insurance coverage in retirement for up to ten (10) years after leaving the  
4 payroll for retirement. When the amount credited is exhausted, the  
5 member or eligible beneficiary may opt to continue their participation in  
6 the County Group Health Benefit Program upon payment of the full  
7 monthly cost. The provisions of this section shall not apply to a member  
8 who is eligible for a deferred retirement benefit under section 4.5 of  
9 201.24 of the Employees' Retirement System.

10 ~~(4011)~~ BACK DROP PENSION BENEFIT

11 The provisions of this section shall apply to any employee whose application to  
12 retire is effective after January 1, 2001, and whose last period of continuous  
13 membership in the Employees' Retirement System began before November 4,  
14 2005; but shall not apply to any member of the Employee Retirement System who  
15 is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this  
16 provision apply to any employee whose membership in the Employees'  
17 Retirement System began on or after November 4, 2005. Upon retirement, an  
18 eligible employee may opt for a "back drop" pension benefit as follows:

19 (a) An employee may request a monthly pension benefit based on accrued  
20 pension service credit and final average salary calculation as of a specific  
21 date in the past which shall be referred to as the "back drop date". The  
22 "back drop date" may not be prior to the earliest date that the employee  
23 was eligible to retire, and shall not be less than one year prior to the date  
24 the employee leaves active County employment. The monthly pension  
25 benefit the employee was eligible to receive as of the "back drop date"  
26 shall be referred to as the "monthly drop benefit".

27 (b) The total amount of the "monthly drop benefit" payments the employee  
28 would have received (plus the annual 2% pension increase) between the  
29 "back drop date" and the date the employee is removed from the County  
30 payroll due to actual retirement (after exhausting all allowable accrued  
31 time balances as documented by an ETCR form excluding sick allowance

1 payments), plus interest earnings compounded on a monthly basis equal to  
2 the pension fund rate of return used by the ERS actuary for computing the  
3 County's annual contribution to the system, shall be referred to as the  
4 "total drop benefit".

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

6 1. The "total drop benefit" shall be paid to the employee with  
7 appropriate deductions for state and federal taxes; or if permitted  
8 by IRS regulations, the employee may "roll over" the "total drop  
9 benefit" to an IRA.

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

12 (d) The standard pension options shall be available to an employee who opts  
13 for a "back drop benefit", and the retention incentives incorporated into  
14 the pension benefit effective January 1, 2001 shall be included when  
15 calculating the "monthly drop benefit". Therefore, a member who opts for  
16 a "back drop benefit" with a "back drop date" prior to January 1, 2001  
17 shall be eligible for the retention incentives that became effective as of  
18 January 1, 2001 based on continued service after January 1, 2001.

19  
20 2.07 LIFE INSURANCE

21 (1) The County shall pay the full premium for employees' life insurance coverage  
22 based upon earnings to and including the first \$25,000 thereof, effective the first  
23 of the month following ratification of the 1997 labor agreement. The premium  
24 shall be shared by the County and the employee for basic coverage above the first  
25 \$25,000 pursuant to the formula contained in Chapter 62 of the County General  
26 Ordinances.

27 (2) The County shall pay life insurance premiums for all employees retiring with 15  
28 years of service, except for those employees having selected deferred retirement.  
29 This provision shall have no effect on present policy benefits.

30 (3) In the event an employee who has exhausted accumulated sick leave is placed on  
31 leave of absence without pay status on account of illness, the County shall

1 continue to pay the full cost of life insurance coverage for such employee during  
2 such leave for a period not to exceed 1 year. The 1-year period of limitation shall  
3 begin to run on the first day of the month following that during which the leave of  
4 absence begins.

5 (4) ~~Upon attainment of age 65, the current percentage of group life insurance for~~  
6 ~~retirees shall be reduced as follows:~~

7 ~~AGE PERCENTAGE~~

8 ~~65 25%~~

9 ~~66 50%~~

10 ~~67 and thereafter 75%~~

11 Upon attainment of age 65, the current percentage of group life insurance for  
12 retirees shall be reduced in accordance with Chapter 62.03 (2) of the County  
13 General Ordinances.

14 (5) Employees will be eligible to participate in an Optional Life Insurance Program  
15 provided in Section 62.08 of the General Ordinances of Milwaukee County,  
16 beginning with the 1985 annual open enrollment period.

17  
18 The entire cost of this additional insurance shall be borne by the employee. Premium payment  
19 shall be made by way of payroll deduction except for periods of unpaid leave. During such  
20 periods, in order to maintain coverage pending return to paid status, the employee shall make  
21 premium payments directly to the County in the manner prescribed by the Department of Human  
22 Resources.

23  
24 2.08 EMPLOYEE HEALTH BENEFITS

25 (1) Health Benefits shall be provided for in accordance with the terms and conditions  
26 of the current Plan Document and the Group Administrative Agreement for the  
27 Milwaukee County Health Insurance Plan or under the terms and conditions of the  
28 insurance contracts of those Managed Care Organizations (Health Maintenance  
29 Organizations or HMO) approved by the County.

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

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

6 ~~(a) — All employees enrolled in the Wheaton Franciscan Direct (HMO) will pay~~  
7 ~~health insurance premiums of thirty-five dollars (\$35) per month for single~~  
8 ~~plan coverage and seventy dollars (\$70) per month for family plan~~  
9 ~~coverage effective following ratification of the 2007-2008 contract and an~~  
10 ~~open enrollment period with a target date of May 1, 2007.~~

11 ~~(b) — All employees enrolled in the Patient Choice HMO will pay health~~  
12 ~~insurance premiums of fifty dollars (\$50) per month for single plan~~  
13 ~~coverage and one hundred dollars (\$100) per month for family plan~~  
14 ~~coverage effective following ratification of the 2007-2008 contract and an~~  
15 ~~open enrollment period with a target date of May 1, 2007.~~

16 ~~(c) — All employees enrolled in the Patient Choice PPO will pay health~~  
17 ~~insurance premiums of seventy-five dollars (\$75) per month for single~~  
18 ~~plan coverage and one hundred fifty dollars (\$150) per month for family~~  
19 ~~plan coverage effective following ratification of the 2007-2008 contract~~  
20 ~~and an open enrollment period with a target date of May 1, 2007.~~

21 ~~(d) — Each eligible employee enrolled in the WPS Statewide/National PPO will~~  
22 ~~pay health insurance premiums of one hundred dollars (\$100) per month~~  
23 ~~for single plan coverage and two hundred dollars (\$200) per month for~~  
24 ~~family plan coverage effective following ratification of the 2007-2008~~  
25 ~~contract and an open enrollment period with a target date of May 1, 2007.~~

26 (a) Effective January of 2009, employees enrolled in the PPO shall pay  
27 seventy-five dollars (\$75.00) per month toward the monthly cost of a  
28 single plan and one hundred fifty dollars (\$150.00) per month toward the  
29 monthly cost of a family plan.

30 (b) Employees enrolled in the PPO shall pay ninety dollars (\$90.00) per  
31 month toward the monthly cost of a single plan and one hundred eighty

1                   dollars (\$180.00) per month toward the monthly cost of a family plan  
2                   effective following ratification of the 2009-2011 contract and an open  
3                   enrollment period with a target date of May 1, 2010.

4                   (c) Effective January of 2011, employees enrolled in the PPO shall pay one  
5                   hundred ten dollars (\$110.00) per month toward the monthly cost of a  
6                   single plan and two hundred twenty dollars (\$220.00) per month toward  
7                   the monthly cost of a family plan.

8                   (d) Effective January of 2009, employees enrolled in the HMO shall pay  
9                   thirty-five dollars (\$35.00) per month toward the monthly cost of a single  
10                   plan and seventy dollars (\$70.00) per month toward the monthly cost of a  
11                   family plan.

12                   (e) Employees enrolled in the HMO shall pay fifty dollars (\$50.00) per month  
13                   toward the monthly cost of a single plan and one hundred dollars  
14                   (\$100.00) per month toward the monthly cost of a family plan effective  
15                   following ratification of the 2009-2011 contract and an open enrollment  
16                   period with a target date of May 1, 2010.

17                   (f) Effective January of 2011, employees enrolled in the HMO shall pay  
18                   seventy dollars (\$70.00) per month toward the monthly cost of a single  
19                   plan and one hundred forty dollars (\$140.00) per month toward the  
20                   monthly cost of a family plan.

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

28                   (fh) The County shall deduct employees' contributions to health insurance on a  
29                   pre-tax basis pursuant to a Section 125 Plan. Other benefits may be  
30                   included in the Section 125 Plan as mutually agreed upon by the County

1 and the Union. Such agreement would be by collateral agreement to this  
2 contract.

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

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

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

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

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

29 (8) The County shall have the right to require employees to sign an authorization  
30 enabling non-County employees to audit medical and dental records. Information

1 obtained as a result of such audits shall not be released to the County with  
2 employee names unless necessary for billing, collection, or payment of claims.

3 (9) The County reserves the right to terminate its contracts with its health plans and  
4 enter into a contract with any other administrator. The County may terminate its  
5 contract with its current health plan administrator and enter into a replacement  
6 contract with any other qualified administrator or establish a self-administered  
7 plan provided:

8 (a) That the cost of any replacement program shall be no greater to individual  
9 group members than provided in par. (3) above immediately prior to  
10 making any change.

11 (b) That the coverages and benefits of such replacement program shall remain  
12 the same as the written Plan Document currently in effect for employees  
13 ~~and retirees~~.

14 (c) Prior to a substitution of a Third Party Administrator (TPA)  
15 or implementing a self-administered plan, the County agrees to provide  
16 the Association with a full 60 days to review any new plan and/or TPA.

17 (10) The County reserves the right to establish a network of Preferred Providers. The  
18 network shall consist of hospitals, physicians, and other health care providers  
19 selected by the County. The County reserves the right to add, modify or delete  
20 any and all providers under the Preferred Provider Network.

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

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

27 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the  
28 following:

29 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per  
30 insured, per calendar year; four hundred fifty dollars (\$450.00) per family,  
31 per calendar year.

1 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per  
2 insured, per calendar year; one thousand two hundred dollars (\$1,200.00)  
3 per family, per calendar year.

4 (c) Following ratification of the 2009-2011 contract and an open enrollment  
5 period with a target date of May 1, 2010, the in-network deductible shall  
6 be two hundred fifty dollars (\$250.00) per insured, per calendar year;  
7 seven hundred fifty dollars (\$750.00) per family, per calendar year.

8 (d) Following ratification of the 2009-2011 contract and an open enrollment  
9 period with a target date of May 1, 2010, the out-of-network deductible  
10 shall be five hundred dollars (\$500.00) per insured, per calendar year; one  
11 thousand five hundred dollars (\$1,500.00) per family, per calendar year.

12  
13 (14) All eligible employees and/or their dependents enrolled in the PPO shall be  
14 subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty  
15 dollar (\$40.00) out-of-network office visit co-payment for all illness or injury  
16 related office visits. The in-network office visit co-payment shall not apply to  
17 preventative care, which includes prenatal, baby-wellness, and physicals, as  
18 determined by the plan.

19 (15) All eligible employees and/or their dependents enrolled in the PPO shall be  
20 subject to a co-insurance co-payment after application of the deductible and/or  
21 office visit co-payment.

22 (a) The in-network co-insurance co-payment shall be equal to ten percent  
23 (10.00%) of all charges subject to the applicable out-of-pocket maximum,

24 (b) The out-of-network co-insurance co-payment shall be equal to twenty  
25 percent (20.00%) of all charges subject to the applicable out-of-pocket  
26 maximum,

27 (c) Effective following ratification of the 2009-2011 contract and an open  
28 enrollment period with a target date of May 1, 2010, the out-of-network  
29 co-insurance co-payment shall be equal to thirty percent (30.00%) of all  
30 charges subject to the applicable out-of-pocket maximum.

1 (16) All eligible employees enrolled in the PPO shall be subject to the following out-  
2 of-pocket expenses including any applicable deductible and percent co-payments  
3 to a calendar year maximum of

4 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single  
5 plan.

6 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family  
7 plan.

8 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.

9 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.

10 (e) Effective following ratification of the 2009-2011 contract and an open  
11 enrollment period with a target date of May 1, 2010, two thousand dollars  
12 (\$2,000.00) in-network under a single plan.

13 (f) Effective following ratification of the 2009-2011 contract and an open  
14 enrollment period with a target date of May 1, 2010, three thousand five  
15 hundred dollars (\$3,500.00) out-of-network under a single plan.

16 (g) Effective following ratification of the 2009-2011 contract and an open  
17 enrollment period with a target date of May 1, 2010 contract, three  
18 thousand five hundred dollars (\$3,500.00) in-network under a family plan.

19 (h) Effective following ratification of the 2009-2011 contract and an open  
20 enrollment period with a target date of May 1, 2010, six thousand dollars  
21 (\$6,000.00) out-of-network under a family plan.

22 ~~(e)~~(i) Office visit co-payments are not limited and do not count toward the  
23 calendar year out-of-pocket maximum(s).

24 ~~(f)~~(j) Charges that are over usual and customary do not count toward the  
25 calendar year out-of-pocket maximum(s).

26 ~~(g)~~(k) Prescription drug co-payments do not count toward the calendar year out-  
27 of-pocket maximum(s).

28 ~~(h)~~(l) Other medical benefits not described in 16 ~~(e), (f), and (g)~~ (i), (j), (k) shall  
29 be paid by the County at 100% after the calendar year out-of-pocket  
30 maximum has been satisfied.

- 1 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a  
2 fifty dollar (\$50.00) emergency room co-payment in-network or out-of-  
3 network. Effective following ratification of the 2009-2011 contract and an  
4 open enrollment period with a target date of May 1, 2010, the emergency  
5 room co-payment in-network or out-of-network shall increase to one  
6 hundred dollars (\$100.00). The co-payment shall be waived if the  
7 employee and/or their dependents are admitted directly to the hospital  
8 from the emergency room. In-network and out-of-network deductibles  
9 and co-insurance percentages apply.
- 10 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a  
11 thirty (30) day prescription drug supply at a participating pharmacy or a ninety  
12 (90) day prescription drug supply through mail order:
- 13 (a) Five dollar (\$5.00) co-payment for all generic drugs.
  - 14 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the  
15 formulary list.
  - 16 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.
  - 17 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-  
18 payment level at the discretion of the plan.
  - 19 (e) The plan shall determine all management protocols.
- 20 (19) All eligible employees and/or their dependents enrolled in the HMO shall be  
21 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury  
22 related office visits. The office visit co-payment shall not apply to preventative  
23 care. The County and/or the plan shall determine preventative care.
- 24 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a  
25 one hundred dollar (\$100.00) co-payment for each in-patient hospitalization.  
26 There is a maximum of five (5) co-payments per person, per calendar year.
- 27 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay  
28 fifty percent (50.0%) co-insurance on all durable medical equipment to a  
29 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 30 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a  
31 fifty dollar (\$50.00) emergency room co-payment (facility only). Effective

1 following ratification of the 2009-2011 contract and an open enrollment period  
2 with a target date of May 1, 2010., the emergency room co-payment (facility  
3 only) shall increase to one hundred dollars (\$100). The co-payment shall be  
4 waived if the employee and/or their dependents are admitted to the hospital  
5 directly from the emergency room.

6 (23) All eligible employees and/or their dependents Benefits for the in-patient and out-  
7 patient treatment of mental and nervous disorders, alcohol and other drug abuse  
8 (AODA) are as follows:

9 (a) If the employee and the dependent use an in-patient PPO facility, benefits  
10 are payable at eighty percent (80.0)% of the contracted rate for thirty (30)  
11 days as long as the PPO approves both the medical necessity and  
12 appropriateness of such hospitalization.

13 (b) If the employee and the dependent use a non-PPO facility, benefits are  
14 payable at fifty percent (50.0%) of the contracted rate for a maximum of  
15 thirty (30) days. The hospitalization is still subject to utilization review  
16 for medical necessity and medical appropriateness.

17 (c) The first two (2) visits of outpatient treatment by network providers will  
18 be reimbursed at one hundred percent (100.0)% with no utilization review  
19 required. Up to twenty five (25) further visits for outpatient treatment  
20 when authorized by the PPO, will be reimbursed at ninety five percent  
21 (95.0%) of the PPO contracted rate. In addition, when authorized by the  
22 PPO, up to thirty (30) days per calendar year, per insured, of day treatment  
23 or partial hospitalization shall be paid at ninety five percent (95.0)% of the  
24 contracted rate for all authorized stays at PPO facilities.

25 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO  
26 but not provided by a PPO provider shall be paid at fifty percent (50.0%)  
27 of the contracted rate for all medically necessary and appropriate treatment  
28 as determined by the PPO. When authorized by the PPO, up to thirty (30)  
29 days per calendar year, per insured, of day treatment or partial  
30 hospitalization shall be paid at fifty percent (50.0%) of the contracted rate  
31 for all authorized stays at non-PPO facilities.

1 (24) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
2 (\$500.00) per contract (single or family plan) to each eligible employee who  
3 elects to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any  
4 employee who is hired on and after January 1 and who would be eligible to enroll  
5 in health insurance under the present County guidelines who chooses not to enroll  
6 in a Milwaukee County health plan shall also receive five hundred dollars  
7 (\$500.00). Proof of coverage in a non-Milwaukee County group health insurance  
8 plan must be provided in order to qualify for the five hundred dollars (\$500.00)  
9 payment. Such proof shall consist of a current health enrollment card.

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

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

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

1 aspects of the disease management program. The County and the Association agree  
2 to reopen the 2007–2008 contract to negotiate the implementation of a Wellness  
3 and Disease Management Program if the County is successful in establishing a  
4 Wellness and Disease Management Program.  
5

#### 6 2.24 DIRECT PAYROLL DEPOSIT

7 Effective as soon as administratively practicable after the execution of this agreement, The  
8 Milwaukee County Direct Deposit Program shall be utilized by all employees in the bargaining  
9 unit.  
10

### 11 **PART 3**

12

#### 13 3.14 TUITION AND DUES REIMBURSEMENT

14 The County shall be obligated to set aside a sum of not less than \$7,500 per year to be used by  
15 unit employees for training and education sessions, classes, convention fees, professional society  
16 dues and books, subject to the employee’s advance written approval from their department head  
17 for such expenditure. Such disbursements will be made in accordance with a procedure to be  
18 designated by the County. Consent shall not be unreasonably withheld.

19 Effective January 1, 2011, the County shall be obligated to set aside a sum of not less than five  
20 hundred dollars (\$500) per TEAMCO represented employee per year to be used by employees  
21 for training and education sessions, classes, conventions, fees, professional society dues, and  
22 books, subject to the employee’s advance written approval from their department head for such  
23 expenditures. Such disbursement will be made in accordance with procedures to be designated  
24 by the County. The County agrees to allow seminars required under continuing education  
25 requirements to be taken during the regular work hours, without use of personal, holiday, or  
26 vacation time. Consent shall not be unreasonably withheld. Any funds not utilized in a calendar  
27 year, will revert to the authorizing Department.  
28

1 **PART 4**

2

3 4.01 SETTLEMENT OF GRIEVANCES

4 The affected employee(s) must sign the Grievance Initiation Form. The County recognizes the  
5 right of an employee to file a grievance, and will not discriminate against any employee for  
6 having exercised their rights under this section.

7

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

13 (2) **REPRESENTATIVES** An employee may be represented at all steps in the  
14 procedure by not more than two representatives including the staff representative.  
15 Association representation shall be limited at all steps of the procedure to those  
16 persons officially identified as representatives of the Association. The Association  
17 shall maintain on file with the Department of Labor Relations a current list of  
18 officers and stewards.

19 (3) **TIME OF HANDLING** Whenever possible, grievances will be handled after the  
20 regularly scheduled working hours of the parties involved. The County agrees to  
21 provide at least 24-hour written notice of the time and place of the hearing to the  
22 grievant and the Association.

23 (4) **TIME LIMITATIONS** If it is impossible to comply with the time limits specified  
24 in the procedure because of work schedules, illness, vacations, etc., these limits  
25 may be extended by mutual consent in writing (extension of grievance time limit  
26 form #4894). If any extension is not agreed upon by the parties within the time  
27 limits herein provided, or a reply to the grievance is not received within time  
28 limits provided herein, the grievance may be appealed directly to the next step of  
29 the procedure. Failure on the part of the Association to appeal a grievance to the  
30 next step of the procedure pursuant to the time limits outlined in the procedure  
31 shall cause the grievance to be settled.

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

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

5 (a) Grievance Initiation Form;

6 (b) Grievance Disposition Form;

7 All forms are to be prepared in quadruplicate except at the County Institutions,  
8 Department of Parks, Recreation and Culture, and Department of Public Works,  
9 where 5 copies are to be prepared. Two copies are to be retained by the person  
10 originating the form; the remaining copies shall be served upon the other person  
11 involved in the procedure at that step, who shall distribute them in such manner as  
12 the department head shall direct. The department head shall furnish one copy to  
13 the Department of Labor Relations. The forms are available in the Department of  
14 Human Resources and in any County department or institution. Each department  
15 or institution shall have forms readily available to all employees. A copy of all  
16 grievance dispositions shall be forwarded to the appropriate Association  
17 representative.

18 (c) Procedure To Be Followed When Initiating A Written Grievance:

- 19 1. The employee alone or with his/her Association Representative  
20 shall cite the rule, regulation or contract provision that was alleged  
21 to have been violated at the first step of the grievance procedure.
- 22 2. The employee alone or with his/her Association Representative  
23 shall in writing provide his/her immediate supervisor designated to  
24 hear grievances an explanation as to when, where, what, who, and  
25 why the employee believes that his/her contractual rights have  
26 allegedly been violated. The written Grievance Initiation Form  
27 shall contain the date or time that the employee alleges that his/her  
28 contractual rights have been violated.
- 29 3. The employee alone or with his/her Association Representative  
30 shall detail, in writing, the relief the employee is requesting.

- 1 4. If more space is required than is provided for on the Grievance  
2 Initiation Form in order to comply with the provisions of this  
3 section, the employee shall be permitted to submit written  
4 attachments to said form.
- 5 5. The Grievance Initiation Form shall be prepared by the employee  
6 or with his/her Association Representative in a manner that is neat,  
7 clear, and discernible.
- 8 6. If the employee alone or with his/her Association Representative  
9 fails to follow Section 4.01(6)(c) 1,2,3,4, or 5, the employee's  
10 immediate supervisor designated to hear grievances may return the  
11 Grievance Initiation Form to the employee for corrections.  
12 Failure to make changes shall serve as a bar to the grievance  
13 procedure.

14 (7) STEPS IN THE PROCEDURE

15 (a) STEP 1

- 16 1. The employee alone or with his/her Association Representative  
17 shall explain the grievance verbally to his/her immediate  
18 supervisor designated to respond to employee grievances.
- 19 2. The supervisor designated in paragraph 1 shall within 3 working  
20 days verbally inform the employee of his/her decision on the  
21 grievance presented.

22 (b) STEP 2

- 23 1. If the grievance is not settled at the first step, the employee alone  
24 or with his/her representative shall prepare the grievance in writing  
25 on the Grievance Initiation Form and shall present such form to  
26 the immediate supervisor designated in Step 1 to initial as  
27 confirmation of his/her verbal response. The employee alone or  
28 with his/her Association Representative shall fill out the Grievance  
29 Initiation Form pursuant to section 4.01(6)(c)1,2,3,4,5, and 6 of  
30 this Agreement.



1 by certified mail within 30 calendar days, and shall be binding  
2 upon all parties and shall serve as a bar to further appeal. Failure  
3 to return the third step disposition within the 30 calendar days shall  
4 serve as a bar to further appeal.

- 5 3. The Step 3 of the grievance procedure shall be limited to the  
6 Director of Labor Relations or his/her designee and the appropriate  
7 Association representative and one of his/her designees, a Staff  
8 Representative and representatives of the appropriate appointing  
9 authority involved in each dispute. The number of representatives  
10 at any Step 3 hearing may be modified by mutual consent of the  
11 parties.

12 (d) STEP 4

- 13 1. If the grievance is not resolved at the third step as provided, the  
14 Association may file a written appeal for arbitration. Such appeal  
15 shall be in writing with notification to the Director of Labor  
16 Relations, or his/her designee, within 30 days of the third step  
17 hearing decision.
- 18 2. The Association shall, in writing, notify the Director of Labor  
19 Relations or his/her designee within forty-eight (48) hours prior to  
20 the arbitration hearing of the names of the employees the  
21 Association wishes to have released for the arbitration hearing.  
22 The release of said employees shall be subject to review by the  
23 Director of Labor Relations or his/her designee and shall be subject  
24 to mutual agreement between the Association and the Director of  
25 Labor Relations. The release of employees shall be subject to  
26 workload and staffing demands of the department.

27 (8) ARBITRATION PROCEDURE

- 28 (a) ~~Unless the parties, within five working days following the receipt of the~~  
29 ~~written appeal agree upon an arbitrator, either party may, in writing,~~  
30 ~~request the Wisconsin Employment Relations Commission to submit a list~~  
31 ~~of five arbitrators to both parties. The parties shall within five working~~

1 ~~days of the receipt of the list meet for the purpose of selecting the~~  
2 ~~arbitrator by alternately striking names from the list until one name~~  
3 ~~remains.~~ To assist in the resolution of disputes arising under the terms of  
4 the Agreement and in order to resolve such disputes, the parties agree to  
5 petition the Wisconsin Employment Relations Commission to appoint a  
6 member of their staff to serve as arbitrator to resolve all grievances arising  
7 between the parties.

- 8 (b) The filing of a grievance shall not stay the effectiveness of any rule,  
9 directive or order which gave rise to such grievance and any such rule,  
10 directive or order shall remain in full force and effect unless rescinded or  
11 modified as a result of the Arbitrator's award.
- 12 (c) Arbitration may be initiated by either party serving upon the other party a  
13 notice, in writing, of its intent to proceed to arbitration. The notice shall  
14 identify the specific contract provision upon which it relies, the grievance,  
15 the department, and the employees involved.
- 16 (d) For the purposes of brevity, the term "arbitrator" shall refer to a single  
17 arbitrator.
- 18 (e) The following subjects shall not be submitted to arbitration:  
19 1. The statutory or charter obligations which by law are delegated to  
20 the Milwaukee County Board of Supervisors or the County  
21 Executive.  
22 2. Disputes or differences regarding the classification of positions and  
23 the elimination or creation of positions.
- 24 (f) No issue shall be the subject of arbitration unless the issue results from an  
25 action or occurrence which takes place following the execution of this  
26 Agreement.
- 27 (g) The arbitrator selected shall hold a hearing at a time and place convenient  
28 to the parties within 30 working days of the notification of selection,  
29 unless otherwise mutually agreed upon by the parties and witnesses may  
30 be called. The arbitrator shall determine whether or not the dispute is  
31 arbitrable, under the express terms of this Agreement and shall render a

1 bench decision regarding the procedural arguments presented by the  
2 parties before proceeding to hear the merits of the grievance. Once it is  
3 determined that a dispute is arbitrable, the arbitrator shall proceed in  
4 accordance with this section to determine the merits of the dispute  
5 submitted to arbitration.

6 (h) No award of any arbitrator may be retroactive for a period greater than  
7 130 working days prior to the formal request for arbitration as herein  
8 provided, nor shall it cover or include any period prior to the date of  
9 execution of this Agreement.

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

15 (j) The arbitrator shall expressly be confined to the precise written issue  
16 submitted for arbitration and shall not submit declarations of opinion  
17 which are not essential in reaching the determination of the question  
18 submitted unless requested to do so by the parties. It is contemplated by  
19 the parties that the arbitrator shall issue his award within sixty (60) days  
20 after the hearing unless the parties to this Agreement shall extend the  
21 period in writing by mutual consent.

22 (k) All expenses involved in the arbitration proceeding shall be ~~borne by the~~  
23 ~~party requesting arbitration~~ divided equally between the Union and the  
24 County. Expenses relating to the calling of witnesses or the obtaining of  
25 depositions or any other similar expense associated with proceeding shall  
26 be borne by the party at whose request the witnesses or depositions are  
27 required.

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

30 (9) INTERPRETATION OF THE MEMORANDUM OF AGREEMENT

1 A dispute arising between the parties out of the interpretation of the provisions of  
2 this Memorandum of Agreement shall be discussed by the Association and the  
3 Director of Labor Relations. If such dispute cannot be resolved between the  
4 parties in this manner, either party shall have the right to refer the dispute to the  
5 WERC who shall proceed in the manner prescribed in subsection (8) above. The  
6 parties may stipulate to the issues submitted to the arbitrator or shall present to the  
7 arbitrator, in writing, their respective positions with regard to the issue in dispute.  
8 The arbitrator shall be limited in his/her deliberations to the issues so defined.  
9 The decision of the arbitrator shall be filed with the Association and the Director  
10 of Labor Relations.

11 (10) LIMITATIONS

- 12 (a) No grievance shall be initiated after the expiration of 60 calendar days  
13 from the date of the grievable event.
- 14 (b) Representation at hearings on group grievances shall be limited to 2  
15 employees from among the group. One employee of the group shall be  
16 designated as the grievant to whom the grievance disposition forms shall  
17 be forwarded.
- 18 (c) At each successive step of the grievance procedure, the subject matter  
19 treated and the grievance disposition shall be limited to those issues  
20 arising out of the original grievance as filed.
- 21 (d) No arbitration hearing shall be held after six (6) months from the date a  
22 grievance is initiated. A grievance shall be considered settled after six  
23 months (6) from initiation unless it is pending disposition of an arbitrator.