EXECUTED

2007 - 2008

AGREEMENT

BETWEEN

COUNTY OF MILWAUKEE

AND

TECHNICIANS, ENGINEERS AND ARCHITECTS

OF MILWAUKEE COUNTY

MILWAUKEE COUNTY
Labor Relations
Courthouse, Room 210
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Milwaukee, Wisconsin 53233
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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

1.01 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.

1.02 EMPLOYEE DEFINED

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

1.03 DURATION OF AGREEMENT

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

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

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

1.04 MANAGEMENT RIGHTS

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

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

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

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

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

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

1.05 NONDISCRIMINATION

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

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

PART 2

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

2.01 WAGES

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

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

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

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

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

2.02 OVERTIME

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

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

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

2.03 TEMPORARY ASSIGNMENTS

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

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

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

(c) If the position is permanently vacant and a certification request has been forwarded to the Department of Human Resources, a temporary assignment may be made and may continue for no more than 90 days after the director of Human Resources has provided a certified list of candidates eligible for appointment to the vacancy.

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

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

2.04 AUTO ALLOWANCE

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

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

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

(4) When management determines that an employee's automobile, truck, or motorcycle is required for travel to and from a work site removed from the assigned headquarters and the Employer does not provide transportation to the work site, the Employer will reimburse mileage from the employee's home to the work site or to a pickup point, which is in excess of the mileage from the

employee's home to the assigned headquarters. Mileage payments from home to the assigned headquarters are not allowed.

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

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) 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.

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

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

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

(a) Emergency Appointment, full time

(b) Emergency Appointment, part time

(c) Regular Appointment, seasonal

(d) Temporary Appointment, seasonal

(e) Emergency Appointment, seasonal

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

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

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

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

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

(9) SICK ALLOWANCE BALANCE ON RETIREMENT

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

(b) Members of the Employees Retirement System whose membership began on or after January 1, 1994 shall have the full value of their accrued sick allowance at the time of retirement (total hours accrued times the hourly rate at the time of retirement) credited toward the cost of health insurance after retirement. The employee may delay the activation of health insurance coverage in retirement for up to ten (10) years after leaving the payroll for retirement. When the amount credited is exhausted, the member or eligible beneficiary may opt to continue their participation in the County Group Health Benefit Program upon payment of the full monthly cost. The provisions of this section shall not apply to a member who is eligible for a deferred retirement benefit under section 4.5 of 201.24 of the Employees' Retirement System.

(10) BACK DROP PENSION BENEFIT

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

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

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

County's annual contribution to the system, shall be referred to as the "total drop benefit".

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

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

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

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

2.07 LIFE INSURANCE

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

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

(3) In the event an employee who has exhausted accumulated sick leave is placed on leave of absence without pay status on account of illness, the County shall continue to pay the full cost of life insurance coverage for such employee during such leave for a period not to exceed 1 year. The 1-year period of limitation shall

begin to run on the first day of the month following that during which the leave of absence begins.

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

AGE	PERCENTAGE
65	25%
66	50%
67 and thereafter	75%

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

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

2.07.1 DEFERRED COMPENSATION

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

2.08 EMPLOYEE HEALTH BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(17) All eligible employees and/or their dependents enrolled in the PPO shall pay a fifty dollar ($50.00) emergency room co-payment in-network or out-of-network. The co-payment shall be waived if the employee and/or their dependents are admitted directly to the hospital from the emergency room. In-network and out-of-network deductibles and co-insurance percentages apply.

(18) All eligible employees enrolled in the PPO or HMO shall pay the following for a thirty (30) day prescription drug supply at a participating pharmacy or a ninety (90) day prescription drug supply through mail order:

(a) Five dollar ($5.00) co-payment for all generic drugs.

(b) Twenty dollar ($20.00) co-payment for all brand name drugs on the formulary list.

(c) Forty dollar ($40.00) co-payment for all non-formulary brand name drugs.

(d) Non-legend drugs may be covered at the five dollar ($5.00) generic co-payment level at the discretion of the plan.

(e) The plan shall determine all management protocols.

(19) All eligible employees and/or their dependents enrolled in the HMO shall be subject to a ten dollar ($10.00) office visit co-payment for all illness or injury related office visits. The office visit co-payment shall not apply to preventative care. The County and/or the plan shall determine preventative care.

(20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one hundred dollar ($100.00) co-payment for each in-patient hospitalization. There is a maximum of five (5) co-payments per person, per calendar year.

(21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty percent (50.0%) co-insurance on all durable medical equipment to a maximum of fifty dollars ($50.00) per appliance or piece of equipment.

(22) All eligible employees and/or their dependents enrolled in the HMO shall pay a fifty dollar ($50.00) emergency room co-payment (facility only). The co-payment shall be waived if the employee and/or their dependents are admitted to the hospital directly from the emergency room.

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

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

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

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

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

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

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

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

(25) The County shall implement a disease management program. Such program shall be designed to enhance the medical outcome of a chronic illness through education, treatment, and appropriate care. Participation in the program by the patient shall be strictly voluntary, and the patient can determine their individual level of involvement. Chronic illness shall be managed through a variety of interventions,

including but not limited to contacts with patient and physician, health assessments, education materials, and referrals. The County shall determine all aspects of the disease management program. The County and the Association agree to reopen the 2007–2008 contract to negotiate the implementation of a Wellness and Disease Management Program if the County is successful in establishing a Wellness and Disease Management Program.

2.08.2 DENTAL INSURANCE

(1) Employees shall be offered the option of the Milwaukee County Dental Benefits Plan or the Care Plus Prepaid/Dental Associates Plan.

(2) The County shall pay the full cost of dental insurance for employees hired prior to July 31, 1989. Employees hired on or after July 31, 1989 shall pay $2.00 per month toward the cost of a single plan, or $6.00 per month toward the cost of a family plan through payroll deductions.

2.09 VACATIONS

(1) Maximum vacation allowance shall be determined in accordance with the following formula based on years of service:

50 hours after 6 months
100 hours after 1 year
140 hours after 5 years
180 hours after 10 years
220 hours after 20 years

(a) Employees shall accrue vacation based on the number of hours paid, not to exceed the formula in par. (1) above.

(b) As of January 1, 2002 the years of service for employees shall include any credible pension service earned with the County, the State of Wisconsin or any municipality within the State of Wisconsin.

(c) Vacation accrued during any given payroll year shall be liquidated during the following calendar year, except as noted in par.(c). Payroll year shall commence on the first day of the first pay period for any calendar year, 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:

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

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 4th 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 required to work on such days shall accrue an equivalent amount of compensatory time for liquidation during the following 13 pay periods.

2.11 SICK LEAVE

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

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

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

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

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

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

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

2.12 LEAVES OF ABSENCE WITHOUT PAY

(1) Leaves of absence without pay not exceeding 30 calendar days shall be granted for good reason to any employee with the approval of his department head. Such approval shall not be unreasonably withheld. Requests for such leaves shall be made by the employee as far as possible in advance of the date on which such leave is to begin. Employees shall be reinstated to their former positions upon return from leave.

(2) Prior to the commencement of the leave of absence, the employee shall sign the leave of absence form and be furnished with a signed approved copy thereof indicating the dates on which such leave begins and ends. In those cases where the employee is not on duty prior to the commencement of the leave, the leave of absence form shall be forwarded to him by certified mail for signature. The employee shall sign such form and return it within 10 days to the appointing authority for his approval, a signed approved copy of which shall be returned to the employee by certified mail.

(3) Failure to indicate in writing to the appointing authority a willingness to return to the County service prior to the expiration of the leave of absence without pay shall be considered a resignation.

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

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

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

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

2.12.1 MILITARY LEAVE

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

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

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

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

2.13 BEREAVEMENT LEAVE

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

	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.

(b) Where more than one excused day is allowed such days must be consecutive calendar days, one of which is the date of the funeral.

(c) Whenever the funeral is outside Milwaukee County, one travel day will be permitted.

(d) Scheduled off days shall be considered as part of the total funeral leave allowed when such off days fall within the permissible bereavement period. Scheduled vacation days falling within the bereavement period may be rescheduled for liquidation during the remainder of the year.

(e) Bereavement leave shall be administered in accordance with sec. 17.18(4), C.G.O.

2.14 INJURY OR ILLNESS IN THE LINE OF DUTY

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

2.15 CAREER LADDERS

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

The parties to this Agreement are genuinely interested in working together to fashion mutually agreeable Career Ladders for members of the Association for available positions within their organization based on successful completion of all criteria contained within said ladder when positions are authorized to be filled. It is understood by the parties that management will first offer promotional opportunities to members of the Association who have successfully completed all elements of the criteria for advancement contained within the mutually agreed to career ladder prior to offering these types of positions to non-members of the Association. The parties to this Agreement agree that if no member of the Association has met the qualifications contained within the career ladder that management is free to hire anyone meeting the minimum qualifications for a classification found within the Association's membership. The Director of Human Resources and/or his designee shall continue to establish minimum qualifications for all positions found within Milwaukee County including those positions contained within the career ladders to be developed by the parties.

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

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

2.16 CERTIFICATION

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

2.17 PROMOTION

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

(2) Employees who do not successfully complete their probationary period in the promotional position or who desire to return to their former classifications, shall be permitted to return to the position from which they were promoted in the event such position remains vacant; and if such position has been filled, the County will make every reasonable effort to place such employee in another position within

the classification from which he was promoted, or, if no such vacancy exists, to a position in a title and pay range lower than that from which he was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate reinstatement list.

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

2.18 EMPLOYEE PARKING

(1) The County will eliminate any charge for parking to employees using County-owned or controlled parking lots, except the Courthouse Annex. The County shall make every reasonable effort to secure such lots against theft and vandalism in a manner consistent with location and type of facility.

(2) The foregoing paragraph shall not apply to any County-owned or controlled lot available for use to the general public for which parking fees have been established.

(3) Employees shall abide by metered or posted parking restrictions.

2.19 LAYOFFS AND RECALL

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

(a) The order of layoffs shall be as follows:

1. Employees on emergency appointment.
2. Employees on temporary appointment.

3. Employees on regular appointment (RA) and emergency appointment pending qualifications (EAQ) beginning with the employee with the least seniority (as defined in par. (d) below) in the affected classification.

(b) The affected employees may, at his option, displace the least senior employee holding a position in the next lower classification within the job title series, providing he is more senior than the employee he is displacing.

(c) This displacement procedure to a lesser classification shall be followed beginning with the highest classification affected and continuing to the lowest classification affected, unless the affected employee decides not to initiate his option and leaves the County service.

(d) Seniority for layoff purposes is the relative status of an employee based on continuous service from last date of hire, reduced by authorized leaves of absence without pay in excess of 30 days.

(e) An employee who elects to take a position in a lower classification, displacing an employee with less seniority in such lower classification shall be paid at the maximum of the pay range to which such lower classification shall be paid provided that such rate is not higher than the rate he was receiving in the classification from which he was displaced.

(f) Should the County find it necessary to initiate a reduction in employees affecting members represented by the Association, the County shall give the Association no less than 4 weeks but no more than 6 weeks notice prior to the effective date of the layoff of the initially affected employee(s) or within 3 days of the action of the County Board when the effective date of the layoff is less than 4 weeks from the date of the County Board meeting at which such action was taken. During the intervening period between the notice and actual layoff, the County shall meet with the Association to discuss possible alternatives. Recommendations of the Association shall be given due consideration.

(g) The County and the Association shall meet within 3 working days prior to the notification of affected employees to discuss layoffs. The County at this meeting shall provide the Association with a current layoff list, seniority list, and pending retirement list of the department.

(h) Displacement and recall as contemplated herein shall be restricted to vertical movement only, within a title series and within those classifications represented by the Association.

(i) The County is genuinely interested in maintaining maximum employment for all employees covered by this Agreement consistent with the needs of the County. In planning to contract or subcontract work, the County shall give due consideration to the interest of County employees by making every effort to insure that employees with seniority will not be laid off or demoted as a result of work being performed by an outside contractor. In the event a position is abolished as a result of contracting or subcontracting, the County will hold advance discussions with the Association prior to letting the contract. Association representatives will be advised of the nature, scope of work to be performed and the reasons why the County is contemplating contracting out work.

(j) When it becomes necessary because of the availability of more work and funds to increase the number of employees in any classification, an employee having accepted a voluntary reduction to a lower classification shall be reinstated to the position from which he left as if he were recalled from layoff. If more than one employee is affected, reinstatement shall be by application of seniority in reverse order of displacement.

(k) Any employees who are laid off under these procedures and rehired for the same work within 2 years of the date of such layoff shall be reinstated to the same relative position and pay range within the department at the same step in the pay range which he held at the time of layoff and at the rate currently being paid to that classification at time of recall.

(l) Seniority shall be broken if an employee:

1. Retires
2. Resigns from County service.
3. Is discharged and the discharge is not reversed.

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

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

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

2.20 LAYOFF BENEFITS

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

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

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

2.21 JURY DUTY

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

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

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

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

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

2.23 DEPENDENT CARE VOUCHERS

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

PART 3

3.01 DEPARTMENTAL WORK RULES

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

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

3.02 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY MEETINGS.

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

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

3.03 BARGAINING TIME

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

3.04 BULLETIN BOARDS

(1) The County shall provide a bulletin board for the Association's use and erect it in a location to be agreed upon for posting notices regarding Association affairs, restricted to the following:

(a) Notices of Association meetings.

(b) Notice of Association elections.

(c) Notices of Association appointments and results of Association elections.

(d) Notices of Association recreational and social events.

(e) Notices concerning bona fide Association activities such as cooperatives, credit unions and unemployment compensation information. Other notices concerning Association affairs which are not political or controversial in nature.

(2) Upon written notice by the employer, the Association shall promptly remove from such bulletin board any material which is libelous, scurrilous, or in any way detrimental to the labor-management relationship.

(3) The posting of any Association-authorized material which is in violation of this section shall be cause for the immediate removal of the bulletin board and cancellation of bulletin board privileges.

3.05 CHANGES IN CLASSIFICATION

(1) When, in the judgment of the Association, a position, or group of positions in the bargaining unit are improperly classified, because of changes in the duties or responsibilities, the Association shall submit its recommendations for reclassification in writing to the Director of Human Resources. All requests shall include information regarding the duties assigned to the position, a summary of the change in duties and the suggested classification. The Director of Human Resources shall review the duties assigned to the position as well as any other information provided and submit a recommendation to the Association as expeditiously as possible. In order to meet changing market conditions, the County reserves the right to reallocate any classifications that it deems appropriate.

(2) In the event the Union concurs with the recommendations of the Director of Human Resources to reclassify a position, the recommendation shall be included in a report distributed to all County Board Supervisors.

(3) In the event the Union does not concur with the recommendation of the Director Human Resources, both parties may request or provide such additional information as may clarify the appropriate classification for the position. After reviewing the additional information, if both parties concur that a reclassification is appropriate, the recommendation of the Director of Human Resources shall be included in a report distributed to all County Board Supervisors.

(4) In the event the Union and the Director of Human Resources cannot agree on the appropriate classification for an existing position, either party may appeal to the Personnel Committee within 30 days of receiving notice of the Director of Human

Resources final recommendation. Both parties shall submit a written summary of the rationale for their opinion to the Personnel Committee as well as any other information deemed appropriate. The decision of the County Board on the Personnel Committee recommendation, subject to review by the County Executive, shall be final and if a change in classification is approved, it shall be implemented the first day of the pay period following that in which a resolution adopted by the County Board has been approved by the County Executive.

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

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

3.06 SEVERE WEATHER PROCEDURE

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

3.08 REGISTRATION EXAMINATIONS

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

3.09 PROFESSIONAL LIABILITY

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

3.10 ACCESS TO PERSONNEL FILES

(1) Employees, or their designees, shall have the right to examine their departmental personnel files at reasonable times in the office where such files are maintained. Upon receipt of an employee's request to examine his/her file, the appropriate department head shall arrange a time and place where such examination may be made. In the event a department maintains more than one file on an individual employee, all such files shall be made available to the employee at the time and place designated by the department head.

(2) Examinations of employees' files shall be conditioned upon the following:

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

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

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

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

3.11 AFFIRMATIVE ACTION STATEMENT

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

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

3.12 MUTUAL CONCERNS COMMITTEE

A committee comprised of three (3) managers, two appointed by the Director of DPW and one appointed by the Director of Parks, and three (3) representative electees from TEAMCO will be formed within sixty (60) days after the execution of this agreement for the purpose of discussing matters of concern that would be of mutual benefit to the services provided to the department(s) and/or to the employees in providing such services. The sole purpose is to create an opportunity for day to day ideas and potential problems to be discussed openly and informally.

The committee shall meet at dates mutually selected at the first meeting.

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

3.13 LICENSING

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

3.14 TUITION AND DUES REIMBURSEMENT

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

3.15 CORPORATE TRANSIT PASS

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

PART 4

3.01 SETTLEMENT OF GRIEVANCES

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

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

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

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

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

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

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

(a) Grievance Initiation Form;

(b) Grievance Disposition Form;

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

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

1. The employee alone or with his/her Association Representative shall cite the rule, regulation or contract provision that was alleged to have been violated at the first step of the grievance procedure.
2. The employee alone or with his/her Association Representative shall in writing provide his/her immediate supervisor designated to hear grievances an explanation as to when, where, what, who, and why the employee believes that his/her contractual rights have allegedly been violated. The written Grievance Initiation Form shall contain the date or time that the employee alleges that his/her contractual rights have been violated.
3. The employee alone or with his/her Association Representative shall detail, in writing, the relief the employee is requesting.
4. If more space is required than is provided for on the Grievance Initiation Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.
5. The Grievance Initiation Form shall be prepared by the employee or with his/her Association Representative in a manner that is neat, clear, and discernible.

6. If the employee alone or with his/her Association Representative fails to follow Section 4.01(6)(c) 1,2,3,4, or 5, the employee's immediate supervisor designated to hear grievances may return the Grievance Initiation Form to the employee for corrections. Failure to make changes shall serve as a bar to the grievance procedure.

(7) STEPS IN THE PROCEDURE

(a) STEP 1

1. The employee alone or with his/her Association Representative shall explain the grievance verbally to his/her immediate supervisor designated to respond to employee grievances.

2. The supervisor designated in paragraph 1 shall within 3 working days verbally inform the employee of his/her decision on the grievance presented.

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

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

3. The Step 3 of the grievance procedure shall be limited to the Director of Labor Relations or his/her designee and the appropriate Association representative and one of his/her designees, a Staff Representative and representatives of the appropriate appointing

authority involved in each dispute. The number of representatives at any Step 3 hearing may be modified by mutual consent of the parties.

(d) STEP 4

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

2. The Association shall, in writing, notify the Director of Labor Relations or his/her designee within forty-eight (48) hours prior to the arbitration hearing of the names of the employees the Association wishes to have released for the arbitration hearing. The release of said employees shall be subject to review by the Director of Labor Relations or his/her designee and shall be subject to mutual agreement between the Association and the Director of Labor Relations. The release of employees shall be subject to workload and staffing demands of the department.

(8) ARBITRATION PROCEDURE

(a) Unless the parties, within five working days following the receipt of the written appeal agree upon an arbitrator, either party may, in writing, request the Wisconsin Employment Relations Commission to submit a list of five arbitrators to both parties. The parties shall within five working days of the receipt of the list meet for the purpose of selecting the arbitrator by alternately striking names from the list until one name remains.

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

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

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

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

1. The statutory or charter obligations which by law are delegated to the Milwaukee County Board of Supervisors or the County Executive.
2. Disputes or differences regarding the classification of positions and the elimination or creation of positions.

(f) No issue shall be the subject of arbitration unless the issue results from an action or occurrence which takes place following the execution of this Agreement.

(g) The arbitrator selected shall hold a hearing at a time and place convenient to the parties within 30 working days of the notification of selection, unless otherwise mutually agreed upon by the parties and witnesses may be called. The arbitrator shall determine whether or not the dispute is arbitrable, under the express terms of this Agreement and shall render a bench decision regarding the procedural arguments presented by the parties before proceeding to hear the merits of the grievance. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this section to determine the merits of the dispute submitted to arbitration.

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

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

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

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

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

(9) INTERPRETATION OF THE MEMORANDUM OF AGREEMENT

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

(10) LIMITATIONS

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

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

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

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

PART 5

5.01 SUCCESSORS AND ASSIGNS

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

5.02 ENTIRE AGREEMENT

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

5.03 SAVING CLAUSE

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

5.04 COLLATERAL AGREEMENTS

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

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

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

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

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

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

Dated at Milwaukee, Wisconsin this 14th day of September, 2007. (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 Paul J. Montalto Paul Montalto, President	By Scott Walker, County Executive
By Julie Bastin Julie Bastin, Secretary	By Mark Ryan Mark Ryan, County Clerk

IN PRESENCE OF:	IN PRESENCE OF:
	Gregory L. Gracz, Director Labor Relations

APPROVED FOR EXECUTION

Timothy R. Schoewe
Corporation Counsel