

EXECUTED

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

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

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BETWEEN
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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",

WITNESSETH

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

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize Technicians, Engineers and Architects of Milwaukee County as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission, as amended, in respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes.

1 1.02 EMPLOYEE DEFINED

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

5
6 1.03 DURATION OF AGREEMENT

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

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

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

19
20 1.04 MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

3
4 1.05 NONDISCRIMINATION

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

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

18
19 **PART 2**

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

23
24 2.01 WAGES

- 25 (1) Effective November 4, 2007 the wages of the bargaining unit shall be increased
26 by one percent (1%).
27 (2) Effective April 6, 2008 the wages of the bargaining unit shall be increased by one
28 percent (1%).
29 (3) Effective June 29, 2008 the wages of the bargaining unit shall be increased by
30 one percent (1%).
31

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

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

7
8 2.02 OVERTIME

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

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

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

16
17 2.03 TEMPORARY ASSIGNMENTS

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

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

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

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

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

8 (2) Employees who accrue compensatory time while on temporary assignment shall
9 liquidate such time at the rate of pay of the classification to which assigned at the
10 time of liquidation.
11

12 2.04 AUTO ALLOWANCE

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

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

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

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

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

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

5
6 2.06 RETIREMENT SYSTEM

7 (1) For employees hired on and after January 1, 1982, the provisions of Chapter
8 201.24, Employee Retirement System shall be modified as follows:

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

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

29 (c) Any employee whose last period of continuous membership began on or
30 after January 1, 1982, shall not be eligible for a deferred vested pension if

1 his employment is terminated prior to his completion of five (5) years of
2 service.

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

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

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

- 27 (a) Emergency Appointment, full time
- 28 (b) Emergency Appointment, part time
- 29 (c) Regular Appointment, seasonal
- 30 (d) Temporary Appointment, seasonal
- 31 (e) Emergency Appointment, seasonal

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

8
9 Disability shall be considered total and permanent if the Medical Board, after a
10 medical examination of such member, shall certify that such member is mentally
11 or physically incapacitated to perform any job that they are reasonably suited for
12 by means of education, training, or experience. Disability must be as a result of
13 such service accident and such incapacity is likely to be permanent. A member
14 shall not be entitled to both accidental disability pension and ordinary disability
15 pension. A member who meets the requirements for an accidental disability
16 pension shall receive an amount computed in the same manner as a normal
17 pension considering their earnable compensation and service prior to retirement
18 but no less than 60% of their final average salary.

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

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

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

7 (9) SICK ALLOWANCE BALANCE ON RETIREMENT

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

27 (b) Members of the Employees Retirement System whose membership began
28 on or after January 1, 1994 shall have the full value of their accrued sick
29 allowance at the time of retirement (total hours accrued times the hourly
30 rate at the time of retirement) credited toward the cost of health insurance
31 after retirement. The employee may delay the activation of health

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

8 (10) BACK DROP PENSION BENEFIT

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

- 17 (a) An employee may request a monthly pension benefit based on accrued
18 pension service credit and final average salary calculation as of a specific
19 date in the past which shall be referred to as the "back drop date". The
20 "back drop date" may not be prior to the earliest date that the employee
21 was eligible to retire, and shall not be less than one year prior to the date
22 the employee leaves active County employment. The monthly pension
23 benefit the employee was eligible to receive as of the "back drop date"
24 shall be referred to as the "monthly drop benefit".
- 25 (b) The total amount of the "monthly drop benefit" payments the employee
26 would have received (plus the annual 2% pension increase) between the
27 "back drop date" and the date the employee is removed from the County
28 payroll due to actual retirement (after exhausting all allowable accrued
29 time balances as documented by an ETCR form excluding sick allowance
30 payments), plus interest earnings compounded on a monthly basis equal to
31 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 employees' 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.

- 1 (2) Eligible employees may choose health benefits for themselves and their
2 dependents under a Preferred Provider Organization (County Health Plan or PPO)
3 or HMO approved by the County.
- 4 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly amount
5 toward the monthly cost of health insurance as described below:
- 6 (a) All employees enrolled in the Wheaton Franciscan Direct (HMO) will pay
7 health insurance premiums of thirty-five dollars (\$35) per month for single
8 plan coverage and seventy dollars (\$70) per month for family plan
9 coverage effective following ratification of the 2007-2008 contract and an
10 open enrollment period with a target date of May 1, 2007.
- 11 (b) All employees enrolled in the Patient Choice HMO will pay health
12 insurance premiums of fifty dollars (\$50) per month for single plan
13 coverage and one hundred dollars (\$100) per month for family plan
14 coverage effective following ratification of the 2007-2008 contract and an
15 open enrollment period with a target date of May 1, 2007.
- 16 (c) All employees enrolled in the Patient Choice PPO will pay health
17 insurance premiums of seventy-five dollars (\$75) per month for single
18 plan coverage and one hundred fifty dollars (\$150) per month for family
19 plan coverage effective following ratification of the 2007-2008 contract
20 and an open enrollment period with a target date of May 1, 2007.
- 21 (d) Each eligible employee enrolled in the WPS Statewide/National PPO will
22 pay health insurance premiums of one hundred dollars (\$100) per month
23 for single plan coverage and two hundred dollars (\$200) per month for
24 family plan coverage effective following ratification of the 2007-2008
25 contract and an open enrollment period with a target date of May 1, 2007.
- 26 (e) The appropriate payment shall be made through payroll deductions. When
27 there are not enough net earnings to cover such a required contribution,
28 and the employee remains eligible to participate in a health care plan, the
29 employee must make the payment due within ten working days of the pay
30 date such a contribution would have been deducted. Failure to make such

- 1 a payment will cause the insurance coverage to be canceled effective the
2 first of the month for which the premium has not been paid.
- 3 (f) The County shall deduct employees' contributions to health insurance on a
4 pre-tax basis pursuant to a Section 125 Plan. Other benefits may be
5 included in the Section 125 Plan as mutually agreed upon by the County
6 and the Union. Such agreement would be by collateral agreement to this
7 contract.
- 8 (g) The County shall establish and administer Flexible Spending Accounts
9 (FSA's) for those employees who desire to pre-fund their health insurance
10 costs as governed by IRS regulations. The County retains the right to
11 select a third party administrator.
- 12 (4) In the event an employee who has exhausted accumulated sick leave is placed on
13 leave of absence without pay status on account of illness, the County shall
14 continue to pay the monthly cost or premium for the Health Plan chosen by the
15 employee and in force at the time leave of absence without pay status is
16 requested, if any, less the employee contribution during such leave for a period
17 not to exceed one (1) year. The 1-year period of limitation shall begin to run on
18 the first day of the month following that during which the leave of absence
19 begins. An employee must return to work for a period of sixty (60) calendar days
20 with no absences for illness related to the original illness in order for a new 1-year
21 limitation period to commence.
- 22 (5) Where both husband and wife are employed by the County, either the husband or
23 the wife shall be entitled to one family plan. Further, if the husband elects to be
24 the named insured, the wife shall be a dependent under the husband's plan, or if
25 the wife elects to be the named insured, the husband shall be a dependent under
26 the wife's plan. Should neither party make an election the County reserves the
27 right to enroll the less senior employee in the plan of the more senior employee.
- 28 (6) Coverage of enrolled employees shall be in accordance with the monthly
29 enrollment cycle administered by the County.
- 30 (7) Eligible employees may continue to apply to change their health plan to one of the
31 options available to employees on an annual basis. This open enrollment shall be

- 1 held at a date to be determined by the County and announced at least forty five
2 (45) days in advance.
- 3 (8) The County shall have the right to require employees to sign an authorization
4 enabling non-County employees to audit medical and dental records. Information
5 obtained as a result of such audits shall not be released to the County with
6 employee names unless necessary for billing, collection, or payment of claims.
- 7 (9) The County reserves the right to terminate its contracts with its health plans and
8 enter into a contract with any other administrator. The County may terminate its
9 contract with its current health plan administrator and enter into a replacement
10 contract with any other qualified administrator or establish a self-administered
11 plan provided:
- 12 (a) That the cost of any replacement program shall be no greater to individual
13 group members than provided in par. (3) above immediately prior to
14 making any change.
- 15 (b) That the coverages and benefits of such replacement program shall remain
16 the same as the written Plan Document currently in effect for employees
17 and retirees.
- 18 (c) Prior to a substitution of a Third Party Administrator (TPA)
19 or implementing a self-administered plan, the County agrees to provide
20 the Association with a full 60 days to review any new plan and/or TPA.
- 21 (10) The County reserves the right to establish a network of Preferred Providers. The
22 network shall consist of hospitals, physicians, and other health care providers
23 selected by the County. The County reserves the right to add, modify or delete
24 any and all providers under the Preferred Provider Network.
- 25 (11) Upon the death of any retiree, only those survivors eligible for health insurance
26 benefits prior to such retiree's death shall retain continued eligibility for the
27 Employee Health Insurance Program.
- 28 (12) Employees hired on and after January 01, 1994 may upon retirement opt to
29 continue their membership in the County Group Health Benefit Program upon
30 payment of the full monthly cost.

- 1 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the
2 following:
- 3 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per
4 insured, per calendar year; four hundred fifty dollars (\$450.00) per family,
5 per calendar year.
- 6 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per
7 insured, per calendar year; one thousand two hundred dollars (\$1,200.00)
8 per family, per calendar year.
- 9 (14) All eligible employees and/or their dependents enrolled in the PPO shall be
10 subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty
11 dollar (\$40.00) out-of-network office visit co-payment for all illness or injury
12 related office visits. The in-network office visit co-payment shall not apply to
13 preventative care, which includes prenatal, baby-wellness, and physicals, as
14 determined by the plan.
- 15 (15) All eligible employees and/or their dependents enrolled in the PPO shall be
16 subject to a co-insurance co-payment after application of the deductible and/or
17 office visit co-payment.
- 18 (a) The in-network co-insurance co-payment shall be equal to ten percent
19 (10.00%) of all charges subject to the applicable out-of-pocket maximum,
- 20 (b) The out-of-network co-insurance co-payment shall be equal to twenty
21 percent (20.00%) of all charges subject to the applicable out-of-pocket
22 maximum,
- 23 (16) All eligible employees enrolled in the PPO shall be subject to the following out-
24 of-pocket expenses including any applicable deductible and percent co-payments
25 to a calendar year maximum of
- 26 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single
27 plan.
- 28 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family
29 plan.
- 30 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
- 31 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.

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

- 1 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay
2 fifty percent (50.0%) co-insurance on all durable medical equipment to a
3 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 4 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a
5 fifty dollar (\$50.00) emergency room co-payment (facility only). The co-payment
6 shall be waived if the employee and/or their dependents are admitted to the
7 hospital directly from the emergency room.
- 8 (23) All eligible employees and/or their dependents Benefits for the in-patient and out-
9 patient treatment of mental and nervous disorders, alcohol and other drug abuse
10 (AODA) are as follows:
- 11 (a) If the employee and the dependent use an in-patient PPO facility, benefits
12 are payable at eighty percent (80.0)% of the contracted rate for thirty (30)
13 days as long as the PPO approves both the medical necessity and
14 appropriateness of such hospitalization.
- 15 (b) If the employee and the dependent use a non-PPO facility, benefits are
16 payable at fifty percent (50.0%) of the contracted rate for a maximum of
17 thirty (30) days. The hospitalization is still subject to utilization review
18 for medical necessity and medical appropriateness.
- 19 (c) The first two (2) visits of outpatient treatment by network providers will
20 be reimbursed at one hundred percent (100.0)% with no utilization review
21 required. Up to twenty five (25) further visits for outpatient treatment
22 when authorized by the PPO, will be reimbursed at ninety five percent
23 (95.0%) of the PPO contracted rate. In addition, when authorized by the
24 PPO, up to thirty (30) days per calendar year, per insured, of day treatment
25 or partial hospitalization shall be paid at ninety five percent (95.0)% of the
26 contracted rate for all authorized stays at PPO facilities.
- 27 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO
28 but not provided by a PPO provider shall be paid at fifty percent (50.0%)
29 of the contracted rate for all medically necessary and appropriate treatment
30 as determined by the PPO. When authorized by the PPO, up to thirty (30)
31 days per calendar year, per insured, of day treatment or partial

1 hospitalization shall be paid at fifty percent (50.0%) of the contracted rate
2 for all authorized stays at non-PPO facilities.

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

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

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

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

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

7
8 2.08.2 DENTAL INSURANCE

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

15
16 2.09 VACATIONS

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

1 commence on the first day of the first pay period for any calendar year,
2 not necessarily the first calendar day of the year.

3 (d) After completing the first year of service, employees shall be eligible to
4 liquidate vacation in that calendar year equal to the amount accrued during
5 the employee's first year of service. Thereafter, employees shall be
6 permitted to liquidate vacation which was accrued in the preceding payroll
7 year.

8 (e) Employees may carry a maximum of 40 hours of accrued vacation from
9 one calendar year to the next and up to 60 hours with the written
10 permission of the department head for all hours in excess of 40 hours.

11 (f) Current practices relating to maximum vacation benefits and eligibility
12 therefore shall remain in effect.

13 (g) Employees who terminate after one year of service with Milwaukee
14 County, shall be compensated for any unliquidated vacation accrued
15 during the previous calendar year, as well as to the date of termination.

16 (h) Employees are exempt from the provisions of Civil Service Rule VIII,
17 Section 3(a)(b)(c)(d) and Sections 4, 5, and 6.

18 (i) Whenever possible, vacations shall be granted at the time requested by the
19 employee. Approval of vacation requests shall be based on countywide
20 seniority. Vacation may be divided into parts of no less than one-hour
21 duration.

22 23 2.10 HOLIDAYS-PERSONAL HOURS

24 (1) All regular full time employees shall receive 24 hours leave per year known as
25 "personal hours", in addition to earned leave by reason of vacation, accrued
26 holidays and compensatory time.

27 (2) Regular full time employees shall accrue personal hours during their first
28 fractional calendar year of employment as follows:
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<u>Date of Hire</u>	<u>Hours Accrued in Initial Fractional Calendar Year</u>
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

1 the day designated by the County Board to observe said holidays. Employees
2 required to work on such days shall accrue an equivalent amount of compensatory
3 time for liquidation during the following 13 pay periods.
4

5 2.11 SICK LEAVE

- 6 (1) All officers and Employees hired and who are compensated on a biweekly or
7 annual basis and are required to work half time or more, and all hourly employees
8 who are customarily employed 40 hours in each calendar week, shall accrue leave
9 of absence with pay for illness at the rate of 3.7 hours for each pay period, or a
10 proportionate credit for employees who regularly work less than 40 hours per
11 week; provided, however, that such credit shall be canceled for each pay period in
12 which the employee is absent without pay for more than 3/8 of the required hours
13 except absences due to disability in line of duty or leave for military service; and
14 further provided that:
- 15 (a) Reason for the absence and the good faith of the employee in taking such
16 leave shall be supported by such reasonable evidence as may be required
17 by the appointing authority, including a physician's certificate, personal
18 affidavit, or by other means; and
- 19 (b) That when the illness of an employee is such as may make it necessary to
20 take leave of absence of more than 3 days, a statement shall be made to the
21 appointing authority in writing from a licensed physician or from an
22 authorized Christian Science practitioner, stating the period of time the
23 employee was unable to work because of illness.
- 24 (2) As of January 1, 2002, sick leave allowance balances accrued during previous
25 periods of employment with Milwaukee County shall be restored to the employee.
- 26 (3) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be
27 taken for the purpose of enabling employees to receive non-emergency medical
28 attention during duty hours. Such leave may be allowed for scheduled
29 appointments for any type of medical or dental care.
30

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

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

14 15 2.12 LEAVES OF ABSENCE WITHOUT PAY

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

- 1 (3) Failure to indicate in writing to the appointing authority a willingness to return to
2 the County service prior to the expiration of the leave of absence without pay
3 shall be considered a resignation.
- 4 (4) Leaves of absence without pay in excess of 30 days require the prior approval of
5 the Director of Human Resources.
- 6 (5) The County agrees to eliminate Rule VIII, sec. 2(2)(h), which requires leaves of
7 absence without pay to run for public office.
- 8 (6) Employees returning from an approved leave of absence without pay for 6 months
9 or less shall return to their former position from which the leave was granted.
10 After an approved leave of absence without pay of 6 months or more, employees
11 shall be returned to their former classification if a vacant position authorized to be
12 filled exists. If not, the County will make every effort to place such employee in
13 another vacant position authorized to be filled within the same classification in the
14 County Service. If no such vacancy exists, the employee shall be placed on the
15 reinstatement list for that classification.
- 16 (7) The County and the Association shall abide by State and Federal regulations
17 concerning the Family and Medical Leave Act.

18
19 2.12.1 MILITARY LEAVE

- 20 (1) Employees holding regular civil service status who are required to take periods of
21 training for the purpose of retaining status as members in organized units of the
22 reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard, and the
23 National Guard, and who are ordered to active duty, may be granted leave of
24 absence upon submission of evidence of receipt of competent orders.
- 25 (2) Employees shall have the option to receive full County pay during such leave or
26 to retain military pay. Employees choosing to be compensated by the County
27 shall submit their military base pay to the County Treasurer.
- 28 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.
- 29 (4) Rule VIII, Section 2(e) of the Rules of the Civil Service Commission shall apply
30 to employees returning from military leave.
- 31

1 2.13 BEREAVEMENT LEAVE

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

	<u>CRITICAL ILLNESS*</u>	<u>DEATH</u>
4 Immediate family of employee:		
5 Husband, wife, child, brother,		
6 sister, parents or foster parents,	3 days	3 days + travel
7 brother-in-law and sister-in-law		
8		
9		
10		
11 Immediate family of spouse:		
12 Brother, sister, parents or child		
13 of employee's spouse, sister-in-law	1 day	1 day + travel
14 or brother-in-law of spouse		
15		
16		
17 Other close relatives:		
18 Aunt, uncle, first cousin, niece,		
19 nephew, or grandparents of	1 day	1 day + travel
20 employee or spouse, grandchildren		
21		
22 Other causes for excused time:		
23 Funeral of fellow worker	1/2 day if approved by division head	
24		
25 Wedding of: Child, brother,		
26 sister, parents or foster parents,		
27 brother-in-law and sister-in-law	1 day	
28		

29 *Critical illness shall be substantiated by a letter from the attending physician
30 indicating that the employee's presence was required.
31
32

1 (2) The following policies will be formalized:

- 2 (a) Where one day is authorized, it must be taken on the day of the funeral.
- 3 (b) Where more than one excused day is allowed such days must be
- 4 consecutive calendar days, one of which is the date of the funeral.
- 5 (c) Whenever the funeral is outside Milwaukee County, one travel day will be
- 6 permitted.
- 7 (d) Scheduled off days shall be considered as part of the total funeral leave
- 8 allowed when such off days fall within the permissible bereavement
- 9 period. Scheduled vacation days falling within the bereavement period
- 10 may be rescheduled for liquidation during the remainder of the year.
- 11 (e) Bereavement leave shall be administered in accordance with sec. 17.18(4),
- 12 C.G.O.
- 13

14 2.14 INJURY OR ILLNESS IN THE LINE OF DUTY

15 Milwaukee County shall comply with the provisions of all pertinent Workers Compensation

16 Laws and the Americans with Disabilities Act. The County shall promulgate and distribute

17 procedures to be followed when an employee is injured or becomes ill in the line of duty. Such

18 procedures shall be provided to the Association and included in the County administrative

19 manual.

20

21 2.15 CAREER LADDERS

22 In an effort to streamline the hiring and examination process, to provide in-house consultation to

23 all Milwaukee County Departments and to afford long-term county employees the opportunity

24 for advancement, the parties to this Agreement agree to the following:

25

26 The parties to this Agreement are genuinely interested in working together to fashion mutually

27 agreeable Career Ladders for members of the Association for available positions within their

28 organization based on successful completion of all criteria contained within said ladder when

29 positions are authorized to be filled. It is understood by the parties that management will first

30 offer promotional opportunities to members of the Association who have successfully completed

31 all elements of the criteria for advancement contained within the mutually agreed to career ladder

1 prior to offering these types of positions to non-members of the Association. The parties to this,
2 Agreement agree that if no member of the Association has met the qualifications contained
3 within the career ladder that management is free to hire anyone meeting the minimum
4 qualifications for a classification found within the Association's membership. The Director of
5 Human Resources and/or his designee shall continue to establish minimum qualifications for all
6 positions found within Milwaukee County including those positions contained within the career
7 ladders to be developed by the parties.

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

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

17 18 2.16 CERTIFICATION

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

21 22 2.17 PROMOTION

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

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

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

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

9
10 2.18 EMPLOYEE PARKING

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

19
20 2.19 LAYOFFS AND RECALL

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

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

- 30 1. Employees on emergency appointment.
31 2. Employees on temporary appointment.

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

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

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

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

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

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

30 (g) The County and the Association shall meet within 3 working days prior to
31 the notification of affected employees to discuss layoffs. The County at

1 this meeting shall provide the Association with a current layoff list,
2 seniority list, and pending retirement list of the department.

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

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

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

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

28 (l) Seniority shall be broken if an employee:

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

1 4. Is not recalled from layoff for a period of 2 years.

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

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

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

11
12 2.20 LAYOFF BENEFITS

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

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

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

24
25 2.21 JURY DUTY

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

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

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

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

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

11
12 2.23 DEPENDENT CARE VOUCHERS

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

17
18 **PART 3**

19
20 3.01 DEPARTMENTAL WORK RULES

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

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

1 3.02 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY MEETINGS.

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

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

10
11 3.03 BARGAINING TIME

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

18
19 3.04 BULLETIN BOARDS

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

- 23 (a) Notices of Association meetings.
- 24 (b) Notice of Association elections.
- 25 (c) Notices of Association appointments and results of Association elections.
- 26 (d) Notices of Association recreational and social events.
- 27 (e) Notices concerning bona fide Association activities such as cooperatives,
28 credit unions and unemployment compensation information. Other
29 notices concerning Association affairs which are not political or
30 controversial in nature.

- 1 (2) Upon written notice by the employer, the Association shall promptly remove from
2 such bulletin board any material which is libelous, scurrilous, or in any way
3 detrimental to the labor-management relationship.
- 4 (3) The posting of any Association-authorized material which is in violation of this
5 section shall be cause for the immediate removal of the bulletin board and
6 cancellation of bulletin board privileges.

7

8 3.05 CHANGES IN CLASSIFICATION

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

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

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

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

5 3.06 SEVERE WEATHER PROCEDURE

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

10 3.08 REGISTRATION EXAMINATIONS

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

16 3.09 PROFESSIONAL LIABILITY

17 The County agrees that all positions in the bargaining unit represented by the Association shall
18 be covered under Chapter 895.46(1), Wisconsin Statutes.
19

20 3.10 ACCESS TO PERSONNEL FILES

- 21 (1) Employees, or their designees, shall have the right to examine their departmental
22 personnel files at reasonable times in the office where such files are maintained.
23 Upon receipt of an employee's request to examine his/her file, the appropriate
24 department head shall arrange a time and place where such examination may be
25 made. In the event a department maintains more than one file on an individual
26 employee, all such files shall be made available to the employee at the time and
27 place designated by the department head.
28 (2) Examinations of employees' files shall be conditioned upon the following:
29 (a) Neither the employee nor any person on his behalf shall remove the file or
30 any of the documents contained therein from the office in which the
31 inspection is conducted.

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

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

7 (3) Any correspondence made in writing to the appropriate department head
8 concerning matters contained in such file shall be made a part thereof.
9

10 3.11 AFFIRMATIVE ACTION STATEMENT

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

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

26 3.12 MUTUAL CONCERNS COMMITTEE

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

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

2
3 Written notice of changes in committee membership shall be given not less than twenty (20)
4 days prior to a scheduled meeting.

5
6 3.13 LICENSING

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

9
10 3.14 TUITION AND DUES REIMBURSEMENT

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

16
17 3.15 CORPORATE TRANSIT PASS

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

24
25
26 **PART 4**

27
28 3.01 SETTLEMENT OF GRIEVANCES

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

- 1 (1) **APPLICATION** The grievance procedure shall not be used to change existing
2 wage schedules, hours of work, working conditions, fringe benefits and position
3 classifications established by ordinances and rules which are matters processed
4 under existing procedures. Only matters involving the interpretation, application
5 or enforcement of the terms of this Agreement shall constitute a grievance.
- 6 (2) **REPRESENTATIVES** An employee may be represented at all steps in the
7 procedure by not more than two representatives including the staff representative.
8 Association representation shall be limited at all steps of the procedure to those
9 persons officially identified as representatives of the Association. The Association
10 shall maintain on file with the Department of Labor Relations a current list of
11 officers and stewards.
- 12 (3) **TIME OF HANDLING** Whenever possible, grievances will be handled after the
13 regularly scheduled working hours of the parties involved. The County agrees to
14 provide at least 24-hour written notice of the time and place of the hearing to the
15 grievant and the Association.
- 16 (4) **TIME LIMITATIONS** If it is impossible to comply with the time limits specified
17 in the procedure because of work schedules, illness, vacations, etc., these limits
18 may be extended by mutual consent in writing (extension of grievance time limit
19 form #4894). If any extension is not agreed upon by the parties within the time
20 limits herein provided, or a reply to the grievance is not received within time
21 limits provided herein, the grievance may be appealed directly to the next step of
22 the procedure. Failure on the part of the Association to appeal a grievance to the
23 next step of the procedure pursuant to the time limits outlined in the procedure
24 shall cause the grievance to be settled.
- 25 (5) **SETTLEMENT OF GRIEVANCES** Any grievance shall be considered settled at
26 the completion of any step in the procedure if all parties concerned are mutually
27 satisfied. Dissatisfaction is implied in recourse from one step to the next.
- 28 (6) **FORMS** There are 2 separate forms used in processing a grievance:
29 (a) Grievance Initiation Form;
30 (b) Grievance Disposition Form;

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

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

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

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

7 (7) STEPS IN THE PROCEDURE

8 (a) STEP 1

- 9 1. The employee alone or with his/her Association Representative
10 shall explain the grievance verbally to his/her immediate
11 supervisor designated to respond to employee grievances.
12 2. The supervisor designated in paragraph 1 shall within 3 working
13 days verbally inform the employee of his/her decision on the
14 grievance presented.

15 (b) STEP 2

- 16 1. If the grievance is not settled at the first step, the employee alone
17 or with his/her representative shall prepare the grievance in writing
18 on the Grievance Initiation Form and shall present such form to
19 the immediate supervisor designated in Step 1 to initial as
20 confirmation of his/her verbal response. The employee alone or
21 with his/her Association Representative shall fill out the Grievance
22 Initiation Form pursuant to section 4.01(6)(c)1,2,3,4,5, and 6 of
23 this Agreement.
24 2. The employee or his/her Association Representative after receiving
25 confirmation shall forward the grievance to his/her appointing
26 authority or to the person designated by him/her to receive
27 grievances within fifteen (15) working days of the verbal decision.
28 Failure of the supervisor to provide confirmation shall not impede
29 the timeliness of the appeal.
30 3. The person designated in Step 2, Par. 2, will schedule a hearing
31 with the person concerned and within fifteen (15) days from date

1 of service of the Grievance Initiation Form, the Hearing Officer
2 shall inform the aggrieved employee and the Association in writing
3 of his/her decision.

4 4. Those grievances which would become moot if unanswered before
5 the expiration of the established time limits will be answered as
6 soon as possible after the conclusion of the hearing.

7 5. The second step of the grievance procedure may be waived by
8 mutual consent of the Association and the Director of Labor
9 Relations. If the grievance is not resolved at Step 2 as provided,
10 the Association shall appeal such grievance within thirty (30)
11 calendar days from the date of the second step grievance
12 disposition to Step 3.

13 (c) STEP 3

14 1. The Director of Labor Relations or his/her designee shall, attempt
15 to resolve all grievances timely appealed to the third step. The
16 Director of Labor Relations or his/her designee shall respond in
17 writing to the Association within thirty (30) working days from the
18 date of receipt by the Director of Labor Relations of the step 2
19 appeal.

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

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

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

4 (d) STEP 4

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

19 (8) ARBITRATION PROCEDURE

- 20 (a) Unless the parties, within five working days following the receipt of the
21 written appeal agree upon an arbitrator, either party may, in writing,
22 request the Wisconsin Employment Relations Commission to submit a list
23 of five arbitrators to both parties. The parties shall within five working
24 days of the receipt of the list meet for the purpose of selecting the
25 arbitrator by alternately striking names from the list until one name
26 remains.
- 27 (b) The filing of a grievance shall not stay the effectiveness of any rule,
28 directive or order which gave rise to such grievance and any such rule,
29 directive or order shall remain in full force and effect unless rescinded or
30 modified as a result of the Arbitrator's award.

- 1 (c) Arbitration may be initiated by either party serving upon the other party a
2 notice, in writing, of its intent to proceed to arbitration. The notice shall
3 identify the specific contract provision upon which it relies, the grievance,
4 the department, and the employees involved.
- 5 (d) For the purposes of brevity, the term "arbitrator" shall refer to a single
6 arbitrator.
- 7 (e) The following subjects shall not be submitted to arbitration:
- 8 1. The statutory or charter obligations which by law are delegated to
9 the Milwaukee County Board of Supervisors or the County
10 Executive.
- 11 2. Disputes or differences regarding the classification of positions and
12 the elimination or creation of positions.
- 13 (f) No issue shall be the subject of arbitration unless the issue results from an
14 action or occurrence which takes place following the execution of this
15 Agreement.
- 16 (g) The arbitrator selected shall hold a hearing at a time and place convenient
17 to the parties within 30 working days of the notification of selection,
18 unless otherwise mutually agreed upon by the parties and witnesses may
19 be called. The arbitrator shall determine whether or not the dispute is
20 arbitrable, under the express terms of this Agreement and shall render a
21 bench decision regarding the procedural arguments presented by the
22 parties before proceeding to hear the merits of the grievance. Once it is
23 determined that a dispute is arbitrable, the arbitrator shall proceed in
24 accordance with this section to determine the merits of the dispute
25 submitted to arbitration.
- 26 (h) No award of any arbitrator may be retroactive for a period greater than
27 130 working days prior to the formal request for arbitration as herein
28 provided, nor shall it cover or include any period prior to the date of
29 execution of this Agreement.
- 30 (i) The arbitrator shall neither add to, detract from nor modify the language of
31 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.

- 1 (b) Representation at hearings on group grievances shall be limited to 2
2 employees from among the group. One employee of the group shall be
3 designated as the grievant to whom the grievance disposition forms shall
4 be forwarded.
- 5 (c) At each successive step of the grievance procedure, the subject matter
6 treated and the grievance disposition shall be limited to those issues
7 arising out of the original grievance as filed.
- 8 (d) No arbitration hearing shall be held after six (6) months from the date a
9 grievance is initiated. A grievance shall be considered settled after six
10 months (6) from initiation unless it is pending disposition of an arbitrator.
- 11
12

13 **PART 5**

14

15 5.01 SUCCESSORS AND ASSIGNS

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

21

22 5.02 ENTIRE AGREEMENT

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

30
31

1 5.03 SAVING CLAUSE

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

7
8 5.04 COLLATERAL AGREEMENTS

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

12
13 Agreements of this type will be entered into only by the President of the Association and/or
14 his/her designee.

15
16 Since the County has no awareness of the internal mechanisms for the authorization within the
17 constituent Association, the signature of the President, when applicable, on any document
18 reflecting an Agreement with the County shall be binding, it being assumed that such
19 Association officer has either received authorization from his Association to execute the
20 document or has determined in his judgment that the matters under consideration are not of such
21 grave consequence as to require membership ratification. The same presumption shall apply to
22 the signature of the County official with whom the understanding has been negotiated.

23
24 Management and the Association will keep each other apprised of the names of officials and
25 administrators who may be involved in the procedure outline.

26
27 All present collateral agreements shall remain in effect for the life of this Agreement except as
28 otherwise provided in said agreements.

29
30 All collateral agreements shall be executed by the President of the Association and/or his/her
31 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
Scott Walker, County Executive

By Julie Bastin
Julie Bastin, Secretary

By Mark Ryan
Mark Ryan, County Clerk

IN PRESENCE OF:

[Signature]

IN PRESENCE OF:

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

APPROVED FOR EXECUTION

Timothy R. Schow
Corporation Counsel