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**2005-2006
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
TECHNICIANS, ENGINEERS AND ARCHITECTS OF
MILWAUKEE COUNTY**

This Agreement, made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County" and Technicians, Engineers and Architects of Milwaukee County, as representatives of employees who are employed by the County of Milwaukee, hereinafter referred to as "Association",

W I T N E S S E T H

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

PART 1

1.01 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

1 respect to wages, hours and conditions of employment, pursuant to Subchapter IV,
2 Chapter 111.70, Wisconsin Statutes.

3

4 1.02 EMPLOYEE DEFINED

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

8

9 1.03 DURATION OF AGREEMENT

10 (1) After ratification by the parties the provisions of this Agreement shall
11 become effective January 1, 2005, unless otherwise herein provided.
12 Unless otherwise modified or extended by mutual agreement of the
13 parties, this Agreement shall expire on December 31, 2006.

14 (2) The initial bargaining proposals for a successor agreement shall be
15 submitted by the Association prior to August 15, 2006. The initial
16 bargaining proposals shall be submitted by the County prior to September
17 15, 2006. The first scheduled negotiations session shall be held not later
18 than October 15, 2006. Thereafter, negotiations shall be carried on in an
19 expeditious manner and shall continue until all bargainable issues between
20 the parties have been resolved.

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

23

24 1.04 MANAGEMENT RIGHTS

25

26 The County of Milwaukee retains and reserves the sole right to manage its affairs in
27 accordance with all applicable laws, ordinances, resolutions and executive orders.
28 Included in this responsibility, but not limited thereto, is the right to determine the
29 number, structure and location of departments and divisions; the kinds and number of
30 services to be performed; the right to determine the number of positions and the

1 classifications thereof to perform such service; the right to direct the work force; the right
2 to establish qualifications for hire, to test and to hire, promote and retain employees; the
3 right to transfer and assign employees, subject to the terms of this Agreement related
4 thereto, to suspend, discharge, demote or take other disciplinary action and the right to
5 release employees from duties because of lack of work or lack of funds; the right to
6 maintain efficiency of operations by determining the methods, the means and the
7 personnel by which such operations are conducted and to take whatever actions are
8 reasonable and necessary to carry out the duties of the various departments and divisions.

9

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

16

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

22

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

29

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

5
6 1.05 NONDISCRIMINATION

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

18
19 The County and the Association agree that the County will take all appropriate action
20 necessary to comply with the Americans with Disabilities Act.

21
22 **PART 2**

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

26
27 2.01 WAGES

- 28
29 (1) Effective November 6, 2005 wages of bargaining unit employees shall be
30 increased by two percent (2.0%).

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(2) Effective July 2, 2006 wages of bargaining unit employees shall be increased by two percent (2.0%).

2.02 OVERTIME

- (1) For the purpose of this Section, overtime shall be defined as hours worked in excess of 40 per week.
- (2) Employees may elect to accrue compensatory time rather than be paid in cash for overtime worked. Such election shall be made by the end of the pay period during which overtime is accrued.
- (3) Overtime shall be paid or accrued at one and one half (1.5) times the employees' hourly wage.

2.03 TEMPORARY ASSIGNMENTS

- (1) Employees may be assigned to perform the duties of a higher classification for which they are qualified whenever a temporary vacancy in the higher classification exists. When so assigned in writing on the Temporary Assignment Form by the division head, the employee shall be paid as though promoted to the higher classification for all hours credited while in such assignment, provided, however, that the omission of such written assignment shall not bar a grievance requesting back pay for work in the higher classification, provided that:
 - (a) Such employee works in the higher classification for not less than 3 consecutive scheduled working days. Paid time off shall not be included in the computation of the 3 consecutive scheduled working days but said days shall not be interrupted thereby, and

- 1 (b) Such employee performs all of the duties normally performed by
2 the incumbent during that period and assumes full responsibility of
3 the higher classification.
- 4 (c) If the position is permanently vacant and a certification request has
5 been forwarded to the Department of Human Resources, a
6 temporary assignment may be made and may continue for no more
7 than 90 days after the director of Human Resources has provided a
8 certified list of candidates eligible for appointment to the vacancy.
- 9 (d) If the position is temporarily vacant, a temporary assignment may
10 be made for the duration of the temporary vacancy, but shall not
11 exceed one year.
- 12 (2) Employees who accrue compensatory time while on temporary assignment
13 shall liquidate such time at the rate of pay of the classification to which
14 assigned at the time of liquidation.

15
16 2.04 AUTO ALLOWANCE

- 17 (1) When funds have been appropriated to any County institution or
18 department for the purpose of compensating employees for the use of their
19 personal automobiles on County business, such compensation shall be at
20 the current rate adopted by the Federal Government per mile for each mile
21 traveled by automobile or by motorcycle on County business.
- 22 (2) If the Federal government, for purposes of expense reimbursement of its
23 own employees, adopts a figure different than the above rates, the County
24 shall do likewise within 30 days of such adoption.
- 25 (3) In accord with Milwaukee County General Ordinances, when management
26 determines that an employee's automobile, truck, or motorcycle is
27 required for travel to and from a work site removed from the assigned
28 headquarters, the employee shall be reimbursed for mileage from home to
29 the work site, or from the assigned headquarters to the work site,
30 whichever is closer.

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

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

10

11 2.06 RETIREMENT SYSTEM

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

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

25 (b) All pension service credit earned on and after January 1, 2001 shall
26 be credited in an amount equal to 2% of the employee's final
27 average salary. For each year of service credit earned after January
28 1, 2001, eight (8) years of service credit earned prior to January 1,
29 2001 shall be credited at 2% of the employee's final average
30 salary. This provision shall not apply to a member of the

1 Employees' Retirement System who became a member of the
2 system on or after January 1, 1982 and as of January 1, 2001 is
3 either eligible for a deferred vested pension benefit or is receiving
4 a pension benefit, unless such member returns to active County
5 employment and is eligible to earn additional pension service
6 credit. Said credit shall be awarded on a daily basis.

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

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

13 (3) Retention Incentive Bonus. Member's of the System whose membership
14 began prior to January 1, 1982, and as of January 1, 2001, are either
15 actively employed or on an approved leave of absence, shall have their
16 final average salary increased by a bonus of 7.5% for each year of pension
17 service credit earned after January 1, 2001. Said bonus shall be credited
18 on a daily basis and the maximum bonus which can be added to an eligible
19 member's final average salary shall not exceed 25%. This provision shall
20 not apply to a member of the Employee's Retirement System who became
21 a member of the System prior to January 1, 1982, and as of January 1,
22 2001 is either eligible for a deferred vested benefit under 201.24 (4.5) or is
23 receiving a pension benefit, unless such member returns to active County
24 employment and is eligible to earn additional pension service credit.

25 (4) For all employees who are members of the Employees' Retirement System
26 as of January 1, 1971, the County shall contribute a sum equal to 6% of
27 such employee's earnings computed for pension purposes into such
28 account on behalf of each such employee. All such sums contributed, in
29 addition to the contributions previously made by the employee, shall be
30 credited to the employee's individual account and be subject to the

1 provisions of the pension system as it relates to the payment of such sums
2 to such employees upon separation from service. The provisions of this
3 paragraph shall not apply to employees in the bargaining unit in the
4 following classes who were not members of the Employees' Retirement
5 System on or before the 12th day of December 1967, or whose date of hire
6 is later than December 23, 1967:

- 7 (a) Emergency Appointment, full time
- 8 (b) Emergency Appointment, part time
- 9 (c) Regular Appointment, seasonal
- 10 (d) Temporary Appointment, seasonal
- 11 (e) Emergency Appointment, seasonal

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

20
21 Disability shall be considered total and permanent if the Medical Board,
22 after a medical examination of such member, shall certify that such
23 member is mentally or physically incapacitated to perform any job that
24 they are reasonably suited for by means of education, training, or
25 experience. Disability must be as a result of such service accident and
26 such incapacity is likely to be permanent. A member shall not be entitled
27 to both accidental disability pension and ordinary disability pension. A
28 member who meets the requirements for an accidental disability pension
29 shall receive an amount computed in the same manner as a normal pension

1 considering their earnable compensation and service prior to retirement
2 but no less than 60% of their final average salary.

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

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

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

22 (9) SICK ALLOWANCE BALANCE ON RETIREMENT

23 (a) Members of the Employees Retirement System, whose
24 membership began prior to January 1, 1994 shall receive full
25 payment at the employee's final hourly rate of pay for all accrued
26 sick allowance hours earned before November 4, 2005 at the time
27 the employee retires. Twenty five percent (25.0%) of any
28 remaining accrued sick allowance hours earned on and after
29 November 4, 2005 shall be paid out at the employee's final hourly
30 rate of pay. For calculation purposes, sick leave earned before

1 November 4, 2005 shall be used prior to sick leave earned on and
2 after November 4, 2005 for all hours of sick leave used prior to
3 retirement. Such payment shall be made in a lump sum, and shall
4 not be included in the calculation of the member's final average
5 salary for pension calculation purposes. Nor shall pension service
6 credit be granted in connection with the lump sum payment. The
7 payment shall have no effect on the employee's retirement date. If
8 permissible under IRS provisions, such payment may at the
9 employee's request be placed in a "back drop account" in the
10 Employees Retirement System whether or not the employee
11 exercises an option. The provisions of this section shall not apply
12 to a member who is eligible for a deferred retirement benefit under
13 section 4.5 of 201.24 of the Employees' Retirement System.

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

27 (10) **BACK DROP PENSION BENEFIT**

28 The provisions of this section shall apply to any employee whose
29 application to retire is effective after January 1, 2001, and whose last
30 period of continuous membership in the Employees' Retirement System

1 began before November 4, 2005; but shall not apply to any member of the
2 Employee Retirement System who is eligible for a deferred pension
3 benefit under 201.24(4.5). Nor shall this provision apply to any employee
4 whose membership in the Employees' Retirement System began on or
5 after November 4, 2005. Upon retirement, an eligible employee may opt
6 for a "back drop" pension benefit as follows:

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

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

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

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

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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.

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

| 3 | AGE | PERCENTAGE |
|---|-------------------|------------|
| 4 | 65 | 25% |
| 5 | 66 | 50% |
| 6 | 67 and thereafter | 75% |

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

11
12 The entire cost of this additional insurance shall be borne by the employee. Premium
13 payment shall be made by way of payroll deduction except for periods of unpaid leave.
14 During such periods, in order to maintain coverage pending return to paid status, the
15 employee shall make premium payments directly to the County in the manner prescribed
16 by the Department of Human Resources.

17
18 2.07.1 DEFERRED COMPENSATION

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

22
23 2.08 EMPLOYEE HEALTH BENEFITS

24
25 Section 2.08 is effective January 1, 2005 through December 31, 2005. Section 2.08.1
26 shall replace Section 2.08 in its entirety on January 1, 2006.

27
28 (1) Health benefits shall be provided for in accordance with the terms and
29 conditions of the current Plan Document and the Group Administrative
30 Agreement for the Milwaukee County Health Insurance Plan or under the

- 1 terms and conditions of the insurance contracts of those Health
2 Maintenance Organizations approved by Milwaukee County.
- 3 (2) Eligible employees may choose health benefits for themselves and their
4 dependents under a fee-for-service plan or Health Maintenance
5 Organization approved by the County.
- 6 (3) Each eligible employee enrolled in the County health plan, shall pay
7 \$80.00 per month for a single plan or \$100.00 per month for a family
8 coverage plan.
- 9 (4) Each eligible employee enrolled in an HMO approved by the County, shall
10 pay \$80.00 per month for a single plan or \$100.00 per month for a family
11 coverage plan.
- 12 (5) The appropriate payment shall be made through payroll deductions. When
13 there are not enough net earnings to cover such a required contribution,
14 and the employee remains eligible to participate in a health care plan, the
15 employee must make the payment due within ten working days of the pay
16 date such a contribution would have been deducted. Failure to make such
17 a payment will cause the insurance coverage to be canceled effective the
18 first of the month for which the premium has not been paid.
- 19 (6) In the event an employee who has exhausted accumulated sick leave is
20 placed on leave of absence without pay status on account of illness, the
21 County shall continue to pay the monthly cost or premium for the Health
22 Plan chosen by the employee and in force at the time leave of absence
23 without pay status is requested, if any, less the employee contribution
24 during such leave for a period not to exceed 1 year. The 1-year period of
25 limitation shall begin to run on the first day of the month following that
26 during which the leave of absence begins. An employee must return to
27 work for a period of sixty (60) calendar days with no absences for illness
28 related to the original illness in order for a new 1-year limitation period to
29 commence.

- 1 (7) Where both husband and wife are employed by Milwaukee County, either
2 the husband or the wife shall be entitled to one family plan. Further, if the
3 husband elects to be the named insured, the wife shall be a dependent
4 under the husband's plan, or if the wife elects to be the named insured, the
5 husband shall be a dependent under the wife's plan. Should neither party
6 make an election the County reserves the right to enroll the less senior
7 employee in the plan of the more senior employee.
- 8 (8) Coverage of enrolled employees shall be in accordance with the monthly
9 enrollment cycle administered by the County.
- 10 (9) Upon the death of any retiree, only those survivors eligible for health
11 insurance benefits prior to such retiree's death shall retain continued
12 eligibility for the Employee Health Insurance Program.
- 13 (10) Employees hired on and after January 1, 1994 may upon retirement opt to
14 continue their membership in the County Group Health Benefit Program
15 upon payment of the full monthly cost.
- 16 (11) Each eligible employee will be limited to pay an annual out of pocket
17 expense for their costs payable under Major Medical provisions, including
18 any applicable deductible and percent co-payment, to a maximum of
19 \$1,500.00 under a single plan and \$2,500.00 under a family plan. Major
20 medical benefits will be paid by the County at 100% after the annual out
21 of pocket maximum has been satisfied. The major medical co-payment
22 shall be 20%, after application of the deductible up to the applicable
23 maximum.
- 24 (12) Eligible employees may continue to apply to change their health plan to
25 one of the options available to employees on an annual basis. This open
26 enrollment shall be held at a date to be determined by the County and
27 announced at least 45 days in advance.
- 28 (13) The County shall have the right to require employees to sign an
29 authorization enabling non-County employees to audit medical and dental
30 records. Information obtained as a result of such audits shall not be

1 released to the County with employee names unless necessary for billing,
2 collection, or payment of claims.

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

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

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

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

18 (15) (a) The deductible under hospital/surgical provisions of the
19 Milwaukee County Health Plan is \$100.00 per confinement for
20 eligible employees and/or their dependents.

21 (b) All non-emergency admissions as a hospital in-patient must be pre-
22 certified by an agency selected by the County. The employee or
23 other family member must telephone the pre-certifying agency
24 forty-eight (48) hours prior to date of admission and provide the
25 agency with the name, address and telephone number of the
26 admitting physician, the date of the admission, the name of the
27 hospital of admission, and the name of the patient.

28 (c) For employee(s) who comply with this obligation, the deductible
29 under hospital/surgical benefit provisions will be reduced to

- 1 \$50.00 per confinement for eligible employees and/or their
2 dependents.
- 3 (d) For emergency admissions, the employee or other family member
4 must telephone the pre-certifying agency within twenty-four (24)
5 hours after admission with the name, address, and telephone
6 number of admitting physician, the date of the admission, the name
7 of the hospital of admission and the name of the patient. For
8 employee(s) who comply with this obligation, the deductible under
9 hospital/surgical benefit provisions will be reduced to \$50.00 per
10 confinement for eligible employees and/or their dependents.
- 11 (e) Continued hospitalization will also be subject to concurrent review
12 by the pre-certifying agency. The pre-certifying agency and the
13 claim service provider shall be selected by the County.
- 14 (16) (a) The County reserves the right to establish a network of Preferred
15 Providers under the county Health Plan. The network shall consist
16 of hospitals, physicians, and other health care providers selected by
17 the County. For employee(s) and/or their dependents who are
18 authorized admission as an in patient to one of the preferred
19 hospitals, the hospital/surgical deductible applicable to the
20 employee shall be reduced by \$50.00 per confinement.
- 21 (b) For employees and/or their dependents, the physician co-payment
22 provided as part of major medical coverage, when a preferred
23 physician provider is used, shall be reduced to ten percent.
- 24 (c) The County reserves the right to add, modify or delete any and all
25 providers under the Preferred Provider Network. If all Preferred
26 Providers are eliminated, the County shall waive the \$50.00
27 hospital/surgical deductible.
- 28 (17) Milwaukee County shall amend the Schedule of Benefits for the in-patient
29 and out-patient treatment of Mental and Nervous Disorders, Alcohol and
30 Other Drug Abuse (AODA), of the Plan Document for the Milwaukee

1 County Health Plan to channel employees and their dependents to the PPO
2 providers-selected by the County. The channeling shall consist of:

- 3 (a) If the employee and the dependent use an in-patient PPO facility,
4 benefits are payable at 80% of the contracted rate for 30 days as
5 long as the PPO approves both the medical necessity and
6 appropriateness of such hospitalization.
- 7 (b) If the employee and the dependent use a non-PPO facility, benefits
8 are payable at 50% of the contracted rate for a maximum of thirty
9 (30) days. The hospitalization is still subject to utilization review
10 for medical necessity and medical appropriateness.
- 11 (c) The first two visits of outpatient treatment by network providers
12 will be reimbursed at 100% with no utilization review required.
13 Up to 25 further visits for outpatient treatment when authorized by
14 the PPO - will be reimbursed at 95% of the PPO contracted rate.
15 In addition, when authorized by the PPO up to 30 days per
16 calendar year, per insured, of day treatment or partial
17 hospitalization shall be paid at 95% of the contracted rate for all
18 authorized stays at PPO facilities.
- 19 (d) The first 15 visits of out-patient treatment authorized by the PPO
20 but is not provided by a PPO provider shall be paid at 50% of the
21 contracted rate for all medically necessary and appropriate
22 treatment as determined by the PPO. When authorized by the PPO,
23 up to 30 days per calendar year, per insured, of day treatment or
24 partial hospitalization shall be paid at 50% of the contracted rate
25 for all authorized stays at non-PPO facilities.

26 (18) The Schedule of Benefits of the Plan Document for the Milwaukee County
27 Health Plan shall be amended to include the following provisions:

- 28 (a) The annual Major Medical deductible shall be \$400 per insured;
29 the calendar year Major Medical deductible per family shall be
30 \$1,200.

1 (b) If the insured uses a PPO physician, the Major Medical Annual
2 deductible will be reduced to \$150 per insured; \$450 per family,
3 per year.

4 (19) Each year, Milwaukee County shall pay a cash incentive of \$500 per
5 contract (single or family plan) to each eligible employee who elects to
6 dis-enroll or not to enroll in a Milwaukee County Health Plan. Any
7 employee who is hired on and after January 1 and who would be eligible
8 to enroll in health insurance under the present County guidelines who
9 chooses not to enroll in a Milwaukee County health plan shall also receive
10 \$500. Proof of coverage in a non-Milwaukee County group health
11 insurance plan must be provided in order to qualify for the \$500 payment.
12 Such proof shall consist of a current health enrollment card.

13
14 The \$500 shall be paid on an after-tax basis. When administratively
15 possible, the County may convert the \$500 payment to a pre-tax credit,
16 which the employee may use as a credit towards any employee benefit
17 available within a flexible benefits plan.

18
19 The \$500 payment shall be paid on an annual basis by payroll check no
20 later than April 1st of any given year to qualified employees on the
21 County payroll as of January 1st. An employee who loses their non-
22 Milwaukee County group health insurance coverage may elect to re-join
23 the Milwaukee County Conventional Health Plan. The employee would
24 not be able to re-join an HMO until the next open enrollment period. The
25 \$500 award must be repaid in full to the County prior to coverage
26 commencing. Should an employee re-join a health plan he/she would not
27 be eligible to opt out of the plan in a subsequent calendar year.

28 (20) Effective January 1, 1994, Milwaukee County shall deduct employees
29 contributions to health insurance on a pre-tax basis pursuant to a Section
30 125 Plan.

- 1 (a) Effective July 1, 2000, after the adoption of a Section 125 Plan
2 Document, Milwaukee County shall establish and administer
3 Flexible Spending Accounts (FSA's) for those employees who
4 desire to pre-fund their health insurance costs as governed by IRS
5 regulations. The County retains the right to select a third party
6 administrator.
- 7 (b) Other benefits may be included in the Section 125 Plan as mutually
8 agreed upon by Milwaukee County and the Association. Such
9 agreement would be by collateral agreement to this contract.
- 10 (21) Prescription drug coverage shall be carved out of the Milwaukee County
11 Health Plan. Such coverage shall be provided through a pharmacy benefit
12 management program (PBM) approved by the County. The employee shall
13 pay 10% of the cost for a generic drug, or 20% of the cost for a brand
14 name drug (\$3 minimum) at the point of purchase. The PBM will be
15 responsible for establishing, updating, and administering the program.
16 Standard precertification and protocols of the PBM will be used.
- 17 (22) The County shall implement a disease management program. Such
18 program shall be designed to enhance the medical outcome of a chronic
19 illness through education, treatment, and appropriate care. Participation in
20 the program by the patient shall be strictly voluntary, and the patient can
21 determine their individual level of involvement. Chronic illness shall be
22 managed through a variety of interventions, including but not limited to
23 contacts with patient and physician, health assessments, education
24 materials, and referrals. The County shall determine all aspects of the
25 disease management program.
- 26 (23) The County shall have the right to determine “medical providers of
27 excellence.” In order to qualify for such a designation, such providers
28 shall, in the estimation of the County, meet exemplary standards including
29 but not limited to quality of care, patient safety, administrative efficiency,
30 patient satisfaction, and/or value pricing for specific medical conditions.

1 When the County preauthorizes medical treatment by such provider, the
2 County shall pay 100 percent of all charges except for prescription drugs.

3
4 2.08.1 EMPLOYEE HEALTH BENEFITS

5
6 Section 2.08.1 is effective January 1, 2006.

- 7
- 8 (1) Health Benefits shall be provided for in accordance with the terms and
9 conditions of the current Plan Document and the Group Administrative
10 Agreement for the Milwaukee County Health Insurance Plan or under the
11 terms and conditions of the insurance contracts of those Managed Care
12 Organizations (Health Maintenance Organizations or HMO) approved by
13 the County.
- 14 (2) Eligible employees may choose health benefits for themselves and their
15 dependents under a Preferred Provider Organization (County Health Plan
16 or PPO) or HMO approved by the County.
- 17 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly
18 amount toward the monthly cost of health insurance as described below:
- 19 (a) For the months of January through June of 2006 employees
20 enrolled in the PPO shall pay eighty dollars (\$80.00) per month
21 toward the monthly cost of a single plan and one hundred dollars
22 (\$100.00) per month toward the monthly cost of a family plan.
- 23 (b) Effective July of 2006 employees enrolled in the PPO shall pay
24 seventy five dollars (\$75.00) per month toward the monthly cost of
25 a single plan and one hundred fifty dollars (\$150.00) per month
26 toward the monthly cost of a family plan.
- 27 (c) For the months of January through June of 2006 employees
28 enrolled in the HMO shall pay eighty dollars (\$80.00) per month
29 toward the monthly cost of a single plan and one hundred dollars
30 (\$100.00) per month toward the monthly cost of a family plan.

- 1 (d) Effective July of 2006 employees enrolled in the HMO shall pay
2 seventy five dollars (\$75.00) per month toward the monthly cost of
3 a single plan and one hundred fifty dollars (\$150.00) per month
4 toward the monthly cost of a family plan.
- 5 (e) The appropriate payment shall be made through payroll
6 deductions. When there are not enough net earnings to cover such
7 a required contribution, and the employee remains eligible to
8 participate in a health care plan, the employee must make the
9 payment due within ten working days of the pay date such a
10 contribution would have been deducted. Failure to make such a
11 payment will cause the insurance coverage to be canceled effective
12 the first of the month for which the premium has not been paid.
- 13 (f) The County shall deduct employees' contributions to health
14 insurance on a pre-tax basis pursuant to a Section 125 Plan. Other
15 benefits may be included in the Section 125 Plan as mutually
16 agreed upon by the County and the Union. Such agreement would
17 be by collateral agreement to this contract.
- 18 (g) The County shall establish and administer Flexible Spending
19 Accounts (FSA's) for those employees who desire to pre-fund their
20 health insurance costs as governed by IRS regulations. The
21 County retains the right to select a third party administrator.
- 22 (4) In the event an employee who has exhausted accumulated sick leave is
23 placed on leave of absence without pay status on account of illness, the
24 County shall continue to pay the monthly cost or premium for the Health
25 Plan chosen by the employee and in force at the time leave of absence
26 without pay status is requested, if any, less the employee contribution
27 during such leave for a period not to exceed one (1) year. The 1-year
28 period of limitation shall begin to run on the first day of the month
29 following that during which the leave of absence begins. An employee
30 must return to work for a period of sixty (60) calendar days with no

- 1 absences for illness related to the original illness in order for a new 1-year
2 limitation period to commence.
- 3 (5) Where both husband and wife are employed by the County, either the
4 husband or the wife shall be entitled to one family plan. Further, if the
5 husband elects to be the named insured, the wife shall be a dependent
6 under the husband's plan, or if the wife elects to be the named insured, the
7 husband shall be a dependent under the wife's plan. Should neither party
8 make an election the County reserves the right to enroll the less senior
9 employee in the plan of the more senior employee.
- 10 (6) Coverage of enrolled employees shall be in accordance with the monthly
11 enrollment cycle administered by the County.
- 12 (7) Eligible employees may continue to apply to change their health plan to
13 one of the options available to employees on an annual basis. This open
14 enrollment shall be held at a date to be determined by the County and
15 announced at least forty five (45) days in advance.
- 16 (8) The County shall have the right to require employees to sign an
17 authorization enabling non-County employees to audit medical and dental
18 records. Information obtained as a result of such audits shall not be
19 released to the County with employee names unless necessary for billing,
20 collection, or payment of claims.
- 21 (9) The County reserves the right to terminate its contracts with its health
22 plans and enter into a contract with any other administrator. The County
23 may terminate its contract with its current health plan administrator and
24 enter into a replacement contract with any other qualified administrator or
25 establish a self-administered plan provided:
- 26 (a) That the cost of any replacement program shall be no greater to
27 individual group members than provided in par. (3) above
28 immediately prior to making any change.

- 1 (b) That the coverages and benefits of such replacement program shall
2 remain the same as the written Plan Document currently in effect
3 for employees and retirees.
- 4 (c) Prior to a substitution of a Third Party Administrator (TPA)
5 or implementing a self-administered plan, the County agrees to
6 provide the Association with a full 60 days to review any new plan
7 and/or TPA.
- 8 (10) The County reserves the right to establish a network of Preferred
9 Providers. The network shall consist of hospitals, physicians, and other
10 health care providers selected by the County. The County reserves the
11 right to add, modify or delete any and all providers under the Preferred
12 Provider Network.
- 13 (11) Upon the death of any retiree, only those survivors eligible for health
14 insurance benefits prior to such retiree's death shall retain continued
15 eligibility for the Employee Health Insurance Program.
- 16 (12) Employees hired on and after January 01, 1994 may upon retirement opt
17 to continue their membership in the County Group Health Benefit
18 Program upon payment of the full monthly cost.
- 19 (13) All eligible employees enrolled in the PPO shall have a deductible equal to
20 the following:
- 21 (a) The in-network deductible shall be one hundred fifty dollars
22 (\$150.00) per insured, per calendar year; four hundred fifty dollars
23 (\$450.00) per family, per calendar year.
- 24 (b) The out-of-network deductible shall be four hundred dollars
25 (\$400.00) per insured, per calendar year; one thousand two
26 hundred dollars (\$1,200.00) per family, per calendar year.
- 27 (14) All eligible employees and/or their dependents enrolled in the PPO shall
28 be subject to a twenty dollar (\$20.00) in-network office visit co-payment
29 or forty dollar (\$40.00) out-of-network office visit co-payment for all
30 illness or injury related office visits. The in-network office visit co-

- 1 payment shall not apply to preventative care, which includes prenatal,
2 baby-wellness, and physicals, as determined by the plan.
- 3 (15) All eligible employees and/or their dependents enrolled in the PPO shall
4 be subject to a co-insurance co-payment after application of the deductible
5 and/or office visit co-payment.
- 6 (a) The in-network co-insurance co-payment shall be equal to ten
7 percent (10.00%) of all charges subject to the applicable out-of-
8 pocket maximum,
- 9 (b) The out-of-network co-insurance co-payment shall be equal to
10 twenty percent (20.00%) of all charges subject to the applicable
11 out-of-pocket maximum,
- 12 (16) All eligible employees enrolled in the PPO shall be subject to the
13 following out-of-pocket expenses including any applicable deductible and
14 percent co-payments to a calendar year maximum of
- 15 (a) one thousand five hundred dollars (\$1,500.00) in-network under a
16 single plan.
- 17 (b) two thousand five hundred dollars (\$2,500.00) in-network under a
18 family plan.
- 19 (c) three thousand dollars (\$3,000.00) out-of-network under a single
20 plan.
- 21 (d) five thousand dollars (\$5,000.00) out-of-network under a family
22 plan.
- 23 (e) Office visit co-payments are not limited and do not count toward
24 the calendar year out-of-pocket maximum(s).
- 25 (f) Charges that are over usual and customary do not count toward the
26 calendar year out-of-pocket maximum(s).
- 27 (g) Prescription drug co-payments do not count toward the calendar
28 year out-of-pocket maximum(s).

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

- 1 (21) All eligible employees and/or their dependents enrolled in the HMO shall
2 pay fifty percent (50.0%) co-insurance on all durable medical equipment
3 to a maximum of fifty dollars (\$50.00) per appliance or piece of
4 equipment.
- 5 (22) All eligible employees and/or their dependents enrolled in the HMO shall
6 pay a fifty dollar (\$50.00) emergency room co-payment (facility only).
7 The co-payment shall be waived if the employee and/or their dependents
8 are admitted to the hospital directly from the emergency room.
- 9 (23) All eligible employees and/or their dependents Benefits for the in-patient
10 and out-patient treatment of mental and nervous disorders, alcohol and
11 other drug abuse (AODA) are as follows:
- 12 (a) If the employee and the dependent use an in-patient PPO facility,
13 benefits are payable at eighty percent (80.0)% of the contracted
14 rate for thirty (30) days as long as the PPO approves both the
15 medical necessity and appropriateness of such hospitalization.
- 16 (b) If the employee and the dependent use a non-PPO facility, benefits
17 are payable at fifty percent (50.0%) of the contracted rate for a
18 maximum of thirty (30) days. The hospitalization is still subject to
19 utilization review for medical necessity and medical
20 appropriateness.
- 21 (c) The first two (2) visits of outpatient treatment by network
22 providers will be reimbursed at one hundred percent (100.0)% with
23 no utilization review required. Up to twenty five (25) further visits
24 for outpatient treatment when authorized by the PPO, will be
25 reimbursed at ninety five percent (95.0%) of the PPO contracted
26 rate. In addition, when authorized by the PPO, up to thirty (30)
27 days per calendar year, per insured, of day treatment or partial
28 hospitalization shall be paid at ninety five percent (95.0)% of the
29 contracted rate for all authorized stays at PPO facilities.

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

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

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

24 (b) The five hundred dollars (\$500.00) payment shall be paid on an
25 annual basis by payroll check no later than April 1st of any given
26 year to qualified employees on the County payroll as of January
27 1st. An employee who loses his/her non-Milwaukee County group
28 health insurance coverage may elect to re-join the Milwaukee
29 County Conventional Health Plan. The employee would not be
30 able to re-join an HMO until the next open enrollment period. The

1 five hundred dollars (\$500.00) payment must be repaid in full to
2 the County prior to coverage commencing. Should an employee
3 re-join a health plan he/she would not be eligible to opt out of the
4 plan in a subsequent calendar year.

5 (25) The County shall implement a disease management program. Such
6 program shall be designed to enhance the medical outcome of a chronic
7 illness through education, treatment, and appropriate care. Participation in
8 the program by the patient shall be strictly voluntary, and the patient can
9 determine their individual level of involvement. Chronic illness shall be
10 managed through a variety of interventions, including but not limited to
11 contacts with patient and physician, health assessments, education
12 materials, and referrals. The County shall determine all aspects of the
13 disease management program.

14

15 2.08.2 DENTAL INSURANCE

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

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

22

23 2.09 VACATIONS

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

26 50 hours after 6 months

27 100 hours after 1 year

28 140 hours after 5 years

29 180 hours after 10 years

30 220 hours after 20 years

- 1 (a) Employees shall accrue vacation based on the number of hours
2 paid, not to exceed the formula in par. (1) above.
- 3 (b) As of January 1, 2002 the years of service for employees shall
4 include any credible pension service earned with the County, the
5 State of Wisconsin or any municipality within the State of
6 Wisconsin.
- 7 (c) Vacation accrued during any given payroll year shall be liquidated
8 during the following calendar year, except as noted in par.(c).
9 Payroll year shall commence on the first day of the first pay period
10 for any calendar year, not necessarily the first calendar day of the
11 year.
- 12 (d) After completing the first year of service, employees shall be
13 eligible to liquidate vacation in that calendar year equal to the
14 amount accrued during the employee's first year of service.
15 Thereafter, employees shall be permitted to liquidate vacation
16 which was accrued in the preceding payroll year.
- 17 (e) Employees may carry a maximum of 40 hours of accrued vacation
18 from one calendar year to the next and up to 60 hours with the
19 written permission of the department head for all hours in excess
20 of 40 hours.
- 21 (f) Current practices relating to maximum vacation benefits and
22 eligibility therefore shall remain in effect.
- 23 (g) Employees who terminate after one year of service with
24 Milwaukee County, shall be compensated for any unliquidated
25 vacation accrued during the previous calendar year, as well as to
26 the date of termination.
- 27 (h) Employees are exempt from the provisions of Civil Service Rule
28 VIII, Section 3(a)(b)(c)(d) and Sections 4, 5, and 6.
- 29 (i) Whenever possible, vacations shall be granted at the time
30 requested by the employee. Approval of vacation requests shall be

1 based on countywide seniority. Vacation may be divided into parts
2 of no less than one-hour duration.

3

4 2.10 HOLIDAYS-PERSONAL HOURS

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

8 (2) Regular full time employees shall accrue personal hours during their first
9 fractional calendar year of employment as follows:

| | | Hours Accrued in Initial |
|----|----------------------------|---------------------------------|
| | <u>Date of Hire</u> | <u>Fractional Calendar Year</u> |
| 10 | On or before April 30 | - 24 hours |
| 11 | May 1 to August 31 | - 16 hours |
| 12 | September 1 and thereafter | - 8 hours |
| 13 | | |
| 14 | | |

15

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

18 (3) Personal hours may be taken at any time during the calendar year in which
19 they are accrued, subject to the approval of the department head. Personal
20 hours may be divided into parts of no less than one-half hour duration.

21 Supervisory personnel shall make every reasonable effort to allow
22 employees to make use of personal hours as the employee sees fit, it being
23 understood that the purpose of such leave is to permit the employee to be
24 absent from duty for reasons which are not justification for absence under
25 other existing rules relating to leave with pay.

26 (4) Whenever possible, requests to liquidate personal hours, holidays or
27 compensatory time shall be granted. In case of conflict, the employee
28 with the greater countywide seniority shall be granted the hours off.

29 (5) The following days of each year are holidays: January 1; the third
30 Monday in January; the third Monday in February; the last Monday in

1 May; July 4, November 11th; the 4th Thursday in November; the 4th
2 Friday in November; December 25; and the day appointed by the
3 Governor as Labor Day; and the day of holding general election in
4 November of even numbered years.

5 (6) A holiday falling on a Saturday shall be observed on the preceding
6 scheduled workday and a holiday falling on a Sunday shall be observed on
7 the following scheduled workday.

8 (7) All employees required to work on the holiday or the observed holiday
9 shall accrue an equivalent amount of compensatory time for liquidation
10 during the following 13 pay periods.

11 (8) The appointing authority shall have the right to require a sufficient number
12 of employees in each required classification to work on the above named
13 holidays or the day designated by the County Board to observe said
14 holidays. Employees required to work on such days shall accrue an
15 equivalent amount of compensatory time for liquidation during the
16 following 13 pay periods.

17
18 2.11 SICK LEAVE

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

29 (a) Reason for the absence and the good faith of the employee in
30 taking such leave shall be supported by such reasonable evidence

1 as may be required by the appointing authority, including a
2 physician's certificate, personal affidavit, or by other means; and
3 (b) That when the illness of an employee is such as may make it
4 necessary to take leave of absence of more than 3 days, a statement
5 shall be made to the appointing authority in writing from a licensed
6 physician or from an authorized Christian Science practitioner,
7 stating the period of time the employee was unable to work
8 because of illness.

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

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

16
17 This modification in the use of sick leave recognizes the current difficulty
18 encountered in attempting to schedule non-emergency medical treatment
19 during an employee's off duty hours. Because of the nature of the
20 treatment or examination for which sick leave is allowed for these
21 purposes, such absences are predictable. In order to be excused from duty
22 for the type of medical treatment or examination contemplated herein, the
23 practitioner treating the employee shall provide the employee with written
24 notice setting forth the date and time of the employee's appointment,
25 which notice shall be filed with the employee's supervisor.

26
27 Excused time charged against sick leave for these purposes shall be
28 limited to 3 hours per incident including travel between the employee's
29 work site and the place of his appointment.

30

1 2.12 LEAVES OF ABSENCE WITHOUT PAY

- 2 (1) Leaves of absence without pay not exceeding 30 calendar days shall be
3 granted for good reason to any employee with the approval of his
4 department head. Such approval shall not be unreasonably withheld.
5 Requests for such leaves shall be made by the employee as far as possible
6 in advance of the date on which such leave is to begin. Employees shall
7 be reinstated to their former positions upon return from leave.
- 8 (2) Prior to the commencement of the leave of absence, the employee shall
9 sign the leave of absence form and be furnished with a signed approved
10 copy thereof indicating the dates on which such leave begins and ends. In
11 those cases where the employee is not on duty prior to the commencement
12 of the leave, the leave of absence form shall be forwarded to him by
13 certified mail for signature. The employee shall sign such form and return
14 it within 10 days to the appointing authority for his approval, a signed
15 approved copy of which shall be returned to the employee by certified
16 mail.
- 17 (3) Failure to indicate in writing to the appointing authority a willingness to
18 return to the County service prior to the expiration of the leave of absence
19 without pay shall be considered a resignation.
- 20 (4) Leaves of absence without pay in excess of 30 days require the prior
21 approval of the Director of Human Resources.
- 22 (5) The County agrees to eliminate Rule VIII, sec. 2(2)(h), which requires
23 leaves of absence without pay to run for public office.
- 24 (6) Employees returning from an approved leave of absence without pay for 6
25 months or less shall return to their former position from which the leave
26 was granted. After an approved leave of absence without pay of 6 months
27 or more, employees shall be returned to their former classification if a
28 vacant position authorized to be filled exists. If not, the County will make
29 every effort to place such employee in another vacant position authorized
30 to be filled within the same classification in the County Service. If no

1 such vacancy exists, the employee shall be placed on the reinstatement list
2 for that classification.

3 (7) The County and the Association shall abide by State and Federal
4 regulations concerning the Family and Medical Leave Act.
5

6 2.12.1 MILITARY LEAVE

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

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

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

17 (4) Rule VIII, Section 2(e) of the Rules of the Civil Service Commission shall
18 apply to employees returning from military leave.
19

20 2.13 BEREAVEMENT LEAVE

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

| | <u>CRITICAL</u> | |
|---------------------------------------|-----------------|-----------------|
| | <u>ILLNESS*</u> | <u>DEATH</u> |
| 25 Immediate family of employee: | | |
| 26 Husband, wife, child, brother, | | |
| 27 sister, parents or foster parents, | 3 days | 3 days + travel |
| 28 brother-in-law and sister-in-law | | |

29
30

1 Immediate family of spouse:
2 Brother, sister, parents or child
3 of employee's spouse, sister-in-law 1 day 1 day + travel
4 or brother-in-law of spouse

5
6 Other close relatives:
7 Aunt, uncle, first cousin, niece,
8 nephew, or grandparents of 1 day 1 day + travel
9 employee or spouse, grandchildren

10
11 Other causes for excused time:
12 Funeral of fellow worker 1/2 day if approved by division head

13
14 Wedding of: Child, brother,
15 sister, parents or foster parents,
16 brother-in-law and sister-in-law 1 day

17
18 *Critical illness shall be substantiated by a letter from the attending
19 physician indicating that the employee's presence was required.

20

- 21 (2) The following policies will be formalized:
- 22 (a) Where one day is authorized, it must be taken on the day of the
 - 23 funeral.
 - 24 (b) Where more than one excused day is allowed such days must be
 - 25 consecutive calendar days, one of which is the date of the funeral.
 - 26 (c) Whenever the funeral is outside Milwaukee County, one travel day
 - 27 will be permitted.
 - 28 (d) Scheduled off days shall be considered as part of the total funeral leave
 - 29 allowed when such off days fall within the permissible bereavement

1 period. Scheduled vacation days falling within the bereavement period
2 may be rescheduled for liquidation during the remainder of the year.

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

5
6 2.14 INJURY OR ILLNESS IN THE LINE OF DUTY

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

12
13 2.15 CAREER LADDERS

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

18
19 The parties to this Agreement are genuinely interested in working together to fashion
20 mutually agreeable Career Ladders for members of the Association for available positions
21 within their organization based on successful completion of all criteria contained within said
22 ladder when positions are authorized to be filled. It is understood by the parties that
23 management will first offer promotional opportunities to members of the Association who
24 have successfully completed all elements of the criteria for advancement contained within the
25 mutually agreed to career ladder prior to offering these types of positions to non-members of
26 the Association. The parties to this Agreement agree that if no member of the Association
27 has met the qualifications contained within the career ladder that management is free to hire
28 anyone meeting the minimum qualifications for a classification found within the
29 Association's membership. The Director of Human Resources and/or his designee shall
30 continue to establish minimum qualifications for all positions found within Milwaukee

1 County including those positions contained within the career ladders to be developed by the
2 parties.

3

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

7

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

13

14 2.16 CERTIFICATION

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

17

18 2.17 PROMOTION

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

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

1 classification because no vacancy exists shall be placed on the appropriate
2 reinstatement list.

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

8
9 2.18 EMPLOYEE PARKING

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

18
19 2.19 LAYOFFS AND RECALL

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

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- 3. Employees on regular appointment (RA) and emergency appointment pending qualifications (EAQ) beginning with the employee with the least seniority (as defined in par. (d) below) in the affected classification.
- (b) The affected employees may, at his option, displace the least senior employee holding a position in the next lower classification within the job title series, providing he is more senior than the employee he is displacing.
- (c) This displacement procedure to a lesser classification shall be followed beginning with the highest classification affected and continuing to the lowest classification affected, unless the affected employee decides not to initiate his option and leaves the County service.
- (d) Seniority for layoff purposes is the relative status of an employee based on continuous service from last date of hire, reduced by authorized leaves of absence without pay in excess of 30 days.
- (e) An employee who elects to take a position in a lower classification, displacing an employee with less seniority in such lower classification shall be paid at the maximum of the pay range to which such lower classification shall be paid provided that such rate is not higher than the rate he was receiving in the classification from which he was displaced.
- (f) Should the County find it necessary to initiate a reduction in employees affecting members represented by the Association, the County shall give the Association no less than 4 weeks but no more than 6 weeks notice prior to the effective date of the layoff of the initially affected employee(s) or within 3 days of the action of the County Board when the effective date of the layoff is less than 4 weeks from the date of the County Board meeting at which such action was taken. During the intervening period between the notice and actual layoff, the County shall meet with the Association to discuss

1 possible alternatives. Recommendations of the Association shall be
2 given due consideration.

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

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

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

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

29 (k) Any employees who are laid off under these procedures and rehired
30 for the same work within 2 years of the date of such layoff shall be
31 reinstated to the same relative position and pay range within the

1 department at the same step in the pay range which he held at the time
2 of layoff and at the rate currently being paid to that classification at
3 time of recall.

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

- 5 1. Retires
- 6 2. Resigns from County service.
- 7 3. Is discharged and the discharge is not reversed.
- 8 4. Is not recalled from layoff for a period of 2 years.

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

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

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

18
19 2.20 LAYOFF BENEFITS

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

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

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

31

1 2.21 JURY DUTY

- 2 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury
3 duty will be required to immediately present such Summons to his/her
4 supervisor and indicate the dates on which he/she will be required to serve.
5 Employees regular work schedules shall not be changed during the period of
6 jury duty.
- 7 (2) An employee who reports for jury duty on a regularly scheduled workday
8 shall be paid for that day at his/her regular rate, excluding premiums of any
9 kind. On days that the employee reports for jury duty, it is not necessary that
10 he/she punch in and out at his/her regular place of work.
- 11 (3) In the event that an employee is excused from jury duty for 4 hours or more
12 per day, he/she shall return to duty and work until the completion of their
13 regular shift.
- 14 (4) All fees received by employees serving as jurors shall be deposited with the
15 County Treasurer. The County Treasurer shall send a check to each County
16 employee for that portion of the fee attributable to expenses. An employee
17 may retain the entire fee on days he/she reports for jury duty during vacation,
18 off days, personal days, or other unscheduled times.

19
20 2.23 DEPENDENT CARE VOUCHERS

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

25
26 **PART 3**

27
28 3.01 DEPARTMENTAL WORK RULES

- 29 (1) The Association recognizes the prerogative of the County to operate and
30 manage its affairs in all respects in accordance with its responsibilities, duties
31 and powers, pursuant to the statutes of the State of Wisconsin, the ordinances

1 and resolutions of the County and the rules of its Civil Service Commission.
2 The Association recognizes the exclusive right of the County to establish
3 reasonable work rules.

- 4 (2) The County shall meet with the Association for the purpose of discussing the
5 contemplated creation or modification of such rules five days prior to
6 implementation, except in emergency situations where no advance notification
7 shall be required. In such situations, the County shall meet with the
8 Association as soon as practicable following implementation.
9

10 3.02 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY MEETINGS.

- 11 (1) Authorized employees scheduled to attend County meetings shall be allowed
12 to attend such meetings on County time at no loss of pay or benefits.
13 Employees attending such meetings which cause them to be absent from their
14 work assignment shall notify supervision as far in advance as possible.
15 (2) The term "authorized employees" shall mean two representatives of the
16 Association or such employees who have been elected or appointed to Boards,
17 Commissions or Committees which provide for employee representation
18 among their membership.
19

20 3.03 BARGAINING TIME

21 Employees serving as members of the Association bargaining committee shall be paid their
22 normal base rate for all hours spent in contract negotiations carried on during their regular
23 work day. Effort shall be made to conduct negotiations during non-working hours to the
24 extent possible, and in no case shall such meetings be unnecessarily protracted. Employees
25 released from duty for negotiations shall be allowed reasonable travel time between their
26 work site and meeting location.
27

28 3.04 BULLETIN BOARDS

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

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

16

17 3.05 CHANGES IN CLASSIFICATION

- 18 (1) When, in the judgment of the Association, a position, or group of positions in
19 the bargaining unit are improperly classified, because of changes in the duties
20 or responsibilities, the Association shall submit its recommendations for
21 reclassification in writing to the Director of Human Resources. All requests
22 shall include information regarding the duties assigned to the position, a
23 summary of the change in duties and the suggested classification. The
24 Director of Human Resources shall review the duties assigned to the position
25 as well as any other information provided and submit a recommendation to the
26 Association as expeditiously as possible. In order to meet changing market
27 conditions, the County reserves the right to reallocate any classifications that
28 it deems appropriate.
- 29 (2) In the event the Union concurs with the recommendations of the Director of
30 Human Resources to reclassify a position, the recommendation shall be
31 included in a report distributed to all County Board Supervisors.

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

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

19 (5) The Director of Human Resources shall provide a monthly report to the
20 Personnel Committee which lists all position reclassifications which the
21 Director intends to approve, along with a fiscal note for each with a copy to
22 the Association not less than five (5) working days prior to said Personnel
23 Committee Meeting. This report shall be distributed to all County Supervisors
24 and placed on the Personnel Committee agenda for informational purposes. If
25 a County Supervisor objects to the decision of the Director of Human
26 Resources within seven working days of receiving this report, the
27 reclassification shall be held in abeyance until resolved by the County Board
28 upon recommendation of the Personnel Committee, and subsequent County
29 Executive action. If no County Supervisor objects, the reclassification shall
30 be implemented the first day of the first pay period following the meeting of
31 the Personnel Committee and in compliance with collective bargaining

1 agreements. In the event the County Board takes no action on a
2 reclassification, after receipt of a recommendation from the Personnel
3 Committee, the reclassification shall be implemented the first day of the first
4 pay period following action by the County Executive or, in the event of a veto,
5 final County Board action. The new rate of pay for the position(s) reclassified
6 shall be effective 120 days from the date of the request for reclassification, or
7 upon the effective date of the reclassification, whichever is less. All
8 reclassification requests pending on the effective date of this labor agreement
9 shall be recommended or denied by the County within 120 days from the
10 execution of the agreement.

- 11 (6) The Director of the Department of Human Resources or the department head
12 shall not be precluded from initiating a review of the classification of any
13 represented position if he/she feels such a review is appropriate.
14

15 3.06 SEVERE WEATHER PROCEDURE

16 The County shall make a reasonable accommodation for the comfort of those employees who
17 are directed to remain at their work place beyond their regularly scheduled shift as a result of
18 circumstances caused by weather conditions.
19

20 3.08 REGISTRATION EXAMINATIONS

21 Employees may be granted excused time for the purpose of participating in one registration
22 examination when such examination is conducted during the employee's regular work
23 schedule and is in a field pertinent to that in which he is employed. The relevance of such
24 registration shall be determined by the appointing authority.
25

26 3.09 PROFESSIONAL LIABILITY

27 The County agrees that all positions in the bargaining unit represented by the Association
28 shall be covered under Chapter 895.46(1), Wisconsin Statutes.
29
30
31

1 3.10 ACCESS TO PERSONNEL FILES

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

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

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

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

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

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

22
23 3.11 AFFIRMATIVE ACTION STATEMENT

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

29
30 By the inclusion of the foregoing language, the Technicians, Engineers and Architects of
31 Milwaukee County (TEAMCO) reserve any and all rights which it may have to seek

1 clarification of the impact of the consent order in Civil Action No. 74-C-374 in the case of
2 Johnnie G. Jones, et al vs. Milwaukee County, et al, in the United States District Court for
3 the Eastern District of Wisconsin; and to the extent that the United States District Court for
4 the Eastern District of Wisconsin shall modify the decision in the referenced case, or provide
5 interpretation of the decision in the referenced case, the rights and opportunities of the
6 Association regarding affirmative action shall be modified accordingly.

7
8 3.12 MUTUAL CONCERNS COMMITTEE

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

16
17 The committee shall meet at dates mutually selected at the first meeting.

18
19 Written notice of changes in committee membership shall be given not less than twenty (20)
20 days prior to a scheduled meeting.

21
22 3.13 LICENSING

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

25
26 3.14 TUITION AND DUES REIMBURSEMENT

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

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3.15 CORPORATE TRANSIT PASS

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

PART 4

3.01 SETTLEMENT OF GRIEVANCES

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

- (1) **APPLICATION** The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinances and rules which are matters processed under existing procedures. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.
- (2) **REPRESENTATIVES** An employee may be represented at all steps in the procedure by not more than two representatives including the staff representative. Association representation shall be limited at all steps of the procedure to those persons officially identified as representatives of the Association. The Association shall maintain on file with the Department of Labor Relations a current list of officers and stewards.
- (3) **TIME OF HANDLING** Whenever possible, grievances will be handled after the regularly scheduled working hours of the parties involved. The County

1 agrees to provide at least 24-hour written notice of the time and place of the
2 hearing to the grievant and the Association.

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

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

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

18 (a) Grievance Initiation Form;

19 (b) Grievance Disposition Form;

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

31

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

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

(a) STEP 1

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

(b) STEP 2

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

1 answered as soon as possible after the conclusion of the
2 hearing.

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

9 (c) STEP 3

- 10 1. The Director of Labor Relations or his/her designee shall,
11 attempt to resolve all grievances timely appealed to the third
12 step. The Director of Labor Relations or his/her designee shall
13 respond in writing to the Association within thirty (30)
14 working days from the date of receipt by the Director of Labor
15 Relations of the step 2 appeal.
- 16 2. In the event the Director of Labor Relations or his/her designee
17 and the appropriate Association Representative mutually agree
18 to a resolution of the dispute, it shall be reduced to writing and
19 mailed by certified mail (return receipt requested), and shall be
20 returned by certified mail within 30 calendar days, and shall be
21 binding upon all parties and shall serve as a bar to further
22 appeal. Failure to return the third step disposition within the 30
23 calendar days shall serve as a bar to further appeal.
- 24 3. The Step 3 of the grievance procedure shall be limited to the
25 Director of Labor Relations or his/her designee and the
26 appropriate Association representative and one of his/her
27 designees, a Staff Representative and representatives of the
28 appropriate appointing authority involved in each dispute. The
29 number of representatives at any Step 3 hearing may be
30 modified by mutual consent of the parties.

31

1 (d) STEP 4

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

16 (8) ARBITRATION PROCEDURE

- 17 (a) Unless the parties, within five working days following the receipt of
18 the written appeal agree upon an arbitrator, either party may, in
19 writing, request the Wisconsin Employment Relations Commission to
20 submit a list of five arbitrators to both parties. The parties shall within
21 five working days of the receipt of the list meet for the purpose of
22 selecting the arbitrator by alternately striking names from the list until
23 one name remains.
- 24 (b) The filing of a grievance shall not stay the effectiveness of any rule,
25 directive or order which gave rise to such grievance and any such rule,
26 directive or order shall remain in full force and effect unless rescinded
27 or modified as a result of the Arbitrator's award.
- 28 (c) Arbitration may be initiated by either party serving upon the other
29 party a notice, in writing, of its intent to proceed to arbitration. The
30 notice shall identify the specific contract provision upon which it
31 relies, the grievance, the department, and the employees involved.

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

- 1 (j) The arbitrator shall expressly be confined to the precise written issue
2 submitted for arbitration and shall not submit declarations of opinion
3 which are not essential in reaching the determination of the question
4 submitted unless requested to do so by the parties. It is contemplated
5 by the parties that the arbitrator shall issue his award within sixty (60)
6 days after the hearing unless the parties to this Agreement shall extend
7 the period in writing by mutual consent.
- 8 (k) All expenses involved in the arbitration proceeding shall be borne by
9 the party requesting arbitration.. Expenses relating to the calling of
10 witnesses or the obtaining of depositions or any other similar expense
11 associated with proceeding shall be borne by the party at whose
12 request the witnesses or depositions are required.
- 13 (l) The decision of the arbitrator when filed with the parties shall be
14 binding on both parties.

15 (9) INTERPRETATION OF THE MEMORANDUM OF AGREEMENT

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

26 (10) LIMITATIONS

- 27 (a) No grievance shall be initiated after the expiration of 60 calendar days
28 from the date of the grievable event.
- 29 (b) Representation at hearings on group grievances shall be limited to 2
30 employees from among the group. One employee of the group shall

1 be designated as the grievant to whom the grievance disposition forms
2 shall be forwarded.

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

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

10
11 **PART 5**

12
13 5.01 SUCCESSORS AND ASSIGNS

14
15 In the event any institution, department, or other County function is taken over by any other
16 governmental agency, the County will make every effort to persuade the successor agency to
17 hire affected employees and to adopt and maintain in force the present wages, hours and
18 conditions of employment to which the affected employees are entitled under the existing
19 bargaining agreement.

20
21 5.02 ENTIRE AGREEMENT

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

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
10 participation in resolving problems which do not come under the provisions of the
11 Agreement or the grievance 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
17 the 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
21 such grave consequence as to require membership ratification. The same presumption shall
22 apply to the signature of the County official with whom the understanding has been
23 negotiated.

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

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

30
31 All collateral agreements shall be executed by the President of the Association and/or his/her
32 designee and authorized and signed by the Director of Labor Relations.

1 Dated at Milwaukee, Wisconsin this _____ day of _____, 2005.
2 (Three copies of this instrument are being executed all with the same force and effect
3 as though each were an original.)
4
5
6

7 TECHNICIANS, ENGINEERS AND
8 ARCHITECTS OF MILWAUKEE
9 COUNTY
10
11

COUNTY OF MILWAUKEE
a municipal body Corporate

12
13 By _____
14 David Gulgowski, President

By _____
Scott Walker, County Executive

15
16
17
18
19 By _____
20 Julie Bastin, Secretary
21

By _____
Mark Ryan, County Clerk

22

23 IN PRESENCE OF:
24
25
26
27 _____

IN PRESENCE OF:

Troy M. Hamblin,
Director Labor Relations

31

32
33
34 _____
35

APPROVED FOR EXECUTION

Corporation Counsel

EXECUTED

2005 - 2006
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
TECHNICIANS, ENGINEERS AND ARCHITECTS
OF MILWAUKEE COUNTY

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

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