

1
2 2005 – 2006 AGREEMENT

3 between

4 COUNTY OF MILWAUKEE

5 and

6 MILWAUKEE BUILDING & CONSTRUCTION TRADES COUNCIL

7 AFL-CIO

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10
11 This Agreement made and entered into by and between the County of Milwaukee, a
12 municipal body corporate, as municipal employer, hereinafter referred to as "County" and
13 Milwaukee Building and Construction Trades Council, AFL-CIO, as representatives of
14 employees who are employed by the County of Milwaukee, hereinafter referred to as "Council",
15

16 W I T N E S S E T H

17
18 In consideration of the mutual covenants herein contained, the parties hereto do hereby
19 mutually agree as follows:

20 PART 1

21
22 1.01 RECOGNITION The County of Milwaukee agrees to recognize, and herewith does
23 recognize, Milwaukee Building & Construction Trades Council, AFL-CIO, as the exclusive
24 collective bargaining agent on behalf of the employees of Milwaukee County in accordance with
25 the certification of the Wisconsin Employment Relations Commission Case LV, No. 16954, ME-
26 960, Decision No. 12098.

27
28 1.02 EMPLOYEE DEFINED Wherever the term "employee" is used in this Agreement, it
29 shall mean and include only those employees of Milwaukee County within the certified
30 bargaining unit represented by the Council.
31
32

1 1.03 DURATION OF AGREEMENT

2 This Agreement is to take effect on January 1, 2005. Unless otherwise modified or extended by
3 mutual agreement of the parties, this Agreement shall expire on December 31, 2006.

4
5 1.04 MANAGEMENT RIGHTS The County of Milwaukee retains and reserves the sole right
6 to manage its affairs in accordance with all applicable laws, ordinances, resolutions and
7 executive orders. Included in this responsibility, but not limited thereto, is the right to determine
8 the number, structure and location of departments and divisions; the kinds and number of
9 services to be performed; the right to determine the number of positions and the classifications
10 thereof to perform such service; the right to direct the work force; the right to establish
11 qualifications for hire, to test and to hire, promote and retain employees; the right to transfer and
12 assign employees, subject to existing practices and the terms of this Agreement; the right, subject
13 to civil service procedures and the terms of this Agreement related thereto, to suspend, discharge,
14 demote or take other disciplinary action and the right to release employees from duties because
15 of lack of work or lack of funds; the right to maintain efficiency of operations by determining the
16 method, the means and the personnel by which such operations are conducted and to take
17 whatever actions are reasonable and necessary to carry out the duties of the various departments
18 and divisions.

19 In addition to the foregoing, the County reserves the right to make reasonable rules and
20 regulations relating to personnel policy procedures and practices and matters relating to working
21 conditions, giving due regard to the obligations imposed by this Agreement. However, the
22 County reserves total discretion with respect to the function or mission of the various
23 departments and divisions, the budget, organization, or the technology of performing the work.
24 These rights shall not be abridged or modified except as specifically provided for by the terms of
25 this Agreement, nor shall they be exercised for the purpose of frustrating or modifying the terms
26 of this Agreement. But these rights shall not be used for the purpose of discriminating against
27 any employee or for the purpose of discrediting or weakening the Council.

28 The County is genuinely interested in maintaining maximum employment for all
29 employees covered by this Agreement consistent with the needs of the County.

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

1 In the event a position is to be abolished as a result of contracting or subcontracting, the
2 County will hold advance discussions with the Council prior to letting the contract. The Council
3 representatives will be advised of the nature, scope of work to be performed, and the reasons
4 why the County is contemplating contracting out work.
5

6 1.05 AFFIRMATIVE ACTION STATEMENT The County and the Council agree to abide
7 by all of the provisions of the Consent Order in Civil Action No. 74-C-374 in the United States
8 District Court for the Eastern District of Wisconsin in Johnnie G. Jones, et. al., vs. Milwaukee
9 County. The County and the Council further agree that when provisions of the Agreement are in
10 conflict with the Consent Order, the provisions of the Consent Order shall be controlling.
11

12 1.06 AMERICANS WITH DISABILITIES LAW The County and the Council agree that the
13 County will take all appropriate action necessary to comply with the Americans with Disabilities
14 law.

15 PART 2
16

17 2.01 WAGES Rates paid to skilled tradesmen in all classifications shall be as follows:

- 18 (1) Effective January 1, 2005, the wage rate for each bargaining unit
19 classification shall not be changed and shall remain at the December 31,
20 2004 wage rates in effect for employees of the County. The wage rates
21 shall not be modified until November 6, 2005.
- 22 (2) Effective November 6, 2005 the wage rate for each bargaining unit
23 classification shall be 95% of the outside rate in effect on November 6,
24 2005 in the private sector. There shall be no retroactive wage adjustments
25 between January 1, 2005 and November 5, 2005.
- 26 (3) Effective February 12, 2006 the wage rate for each bargaining unit
27 classification shall be 96% of the outside rate in effect in the private
28 sector. There shall be no retroactive wage adjustments, pertaining to the
29 increase from 95% to 96% of the outside rate in the private sector between
30 November 6, 2005 and February 11, 2006.
- 31 (4) If, during the term of this Agreement, the distribution of total money settlements
32 in the industry between wage and fringe benefits results in a base wage different

1 from that used in the determination of rates for bargaining unit employees, such
2 modified distribution shall be made known to the County by the Union.

3 Thereafter, appropriate adjustments shall be made to the bargaining unit rate,
4 effective the same day such modifications become effective in the industry.

- 5 (5) PAINTER'S WAGE RATE - Effective the next pay period following the
6 execution date of this Agreement, a Painter shall be paid (\$.75) seventy-five cents
7 per hour more than the hourly wage rate when Spraying or Sandblasting.

8 Effective the next pay period following the execution date of this Agreement, a
9 Painter shall be paid (\$.35) thirty-five cents per hour more than the hourly wage
10 rate, for all hours when so assigned, to perform drywall, taping, and finishing.

11
12 2.02 OVERTIME

- 13 (1) For the purpose of this Section, overtime shall be defined as hours worked in
14 excess of 8 per day or 40 per week. Mandatory overtime shall be compensated at
15 time and one-half.
- 16 (2) When overtime is worked, it shall be compensated at a rate 1-1/2 times the rate
17 paid for such work when it is performed during non-overtime hours.
- 18 (3) Employees who work authorized overtime shall have the option of accumulating
19 compensatory time in lieu of cash. Such compensatory time may be liquidated in
20 accordance with sec. 2.08(4) of this Agreement. If such compensatory time is not
21 liquidated in accordance with Civil Service Rule VIII, sec. 3(2), the unliquidated
22 balance shall be compensated in cash.

23
24 2.03 SHIFT DIFFERENTIAL

- 25 (1) Effective the first pay period after ratification all employees, except those
26 specifically enumerated in sec. 17.14(6), C.G.O., where applicable, shall receive a
27 shift differential of 35 cents per hour for all hours worked during shifts beginning
28 at or after 2:30 p.m. and ending at or before 7:15 a.m.; and employees whose
29 shifts do not begin or end as indicated above shall be paid 35 cents per hour for all
30 hours worked between 6 p.m. and 7 a.m. Shift premium, when earned, shall be
31 added to the employee's regular rate for purposes of determining overtime
32 compensation.

- 1 (2) Employees required to work a half day on Saturday shall be permitted to work a
2 full 40-hour week Monday through Friday and will be paid for Saturday work on
3 an overtime basis where such work is in excess of 40 hours for the week.
4

5 2.04 WEEKEND DIFFERENTIAL Employees shall be paid a weekend differential of 30
6 cents per hour for all hours worked between 6:30 a.m. Saturday and 7:15 a.m. Monday.
7

8 2.05 LIFE INSURANCE

- 9 (1) The County shall provide basic Group Life Insurance coverage in accordance
10 with Chapter 62 of the County Ordinances.
- 11 (2) (a) The amount of basic insurance coverage for each eligible employee shall be
12 set annually on the basis of the rate for the position and step in the pay range,
13 paid as of the first payroll period of the year in which revised salaries
14 become effective and rounded to the next highest thousand dollars, provided
15 however, that when the employee attains age 65 the coverage shall be
16 reduced pursuant to the formula contained in Chapter 62.
- 17 (b) In the case of an employee becoming eligible during a calendar year, the
18 rate paid at the date of eligibility shall determine the amount of the
19 insurance.
- 20 (c) For an employee with an assigned work week less than 40 hours, the
21 amount of the insurance shall be prorated.
- 22 (3) The County shall pay the full premium:
- 23 (a) For the first \$25,000 of basic coverage for eligible employees.
24 (b) For basic coverage in full in case of a retirement for disability.
25 (c) After attainment of age 65 as provided in Chapter 62.
26 (d) While an employee is on an approved leave-of-absence for military
27 service, but not to exceed a period of two years from date of entry into
28 service.
- 29 (4) The premium shall be shared by the County and the employee for basic coverage
30 above the first \$25,000 pursuant to the formula contained in Chapter 62:
- 31 (a) Through payroll deductions while the employee is employed by the
32 County.

1 (b) In the event an employee who has exhausted accumulated sick leave is
2 placed on a leave of absence without pay status on account of illness, the
3 employee shall continue to pay the shared premium during such leave for
4 a period not to exceed one year. The one-year period of limitation shall
5 begin to run on the first day of the month following that during which the
6 leave of absence begins. An employee must return to work for a period of
7 sixty (60) calendar days without absences for illness related to the original
8 illness in order for a new 1-year limitation period to commence.

9 (5) The employee shall pay the full premium for the full amount of the basic coverage
10 when the employee is placed on a leave of absence without pay status for any
11 reason other than as noted in (4)(b) above.

12 (6) When there are not sufficient earnings to permit deducting any premiums required
13 by the employee, the insurance coverage shall lapse unless the employee shall
14 make a direct payment of such premium to the County in a manner prescribed by
15 the Department of Human Resources.

16 (7) (a) Within the limits prescribed above, a person on retirement is eligible for
17 basic life insurance coverage if covered by insurance at the time of
18 retirement.

19 (b) Employees selecting deferred retirement shall not be eligible to participate
20 in the life insurance program.

21 (c) Eligible retirees shall be covered by the same premium payment
22 provisions covering eligible employees as noted above except that eligible
23 employees hired on and after January 1, 1994 may upon retirement opt to
24 continue their basic life insurance coverage as noted in (a) and (b) upon
25 payment of the full monthly premium.

26 (8) Employees will also be eligible to participate in the Optional Life Insurance
27 Program provided in Section 62.08 of the General Ordinances of Milwaukee
28 County.

29 The entire cost of this additional insurance shall be borne by the employee. Premium
30 payment shall be made by way of payroll deduction except for periods of unpaid leave. During
31 such periods, in order to maintain coverage pending return to paid status, the employee shall

1 make premium payments directly to the County in the manner prescribed by the Department of
2 Human Resources.

3

4 2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

5 Section 2.06 is effective January 1, 2005 through December 31, 2005. Section 2.061 shall
6 replace Section 2.06 in its entirety on January 1, 2006.

7

- 8 (1) Health and Dental Benefits shall be provided for in accordance with the terms and
9 conditions of the current Plan Document and the Group Administrative Agreement for
10 the Milwaukee County Health Insurance Plan or under the terms and conditions of the
11 insurance contracts of those Health Maintenance Organizations approved by
12 Milwaukee County.
- 13 (2) Eligible employees may choose health benefits for themselves and their dependents
14 under a fee-for-service plan or Health Maintenance Organization approved by the
15 County. The effective date of the Health and Dental Benefits shall be January 1, 2001.
16 In the event that a labor agreement has not been consummated as of the effective date,
17 all monthly employee premiums shall be paid retroactively to include all coverages
18 under these provisions.
- 19 (3) Each eligible employee enrolled in the County health plan, shall pay monthly \$80 for
20 single and \$100 for family coverage plans.
- 21 (4) Each eligible employee enrolled in an HMO approved by the County, shall pay
22 monthly \$80 for single and \$100 for family coverage plans.
- 23 (5) The appropriate payment shall be made through payroll deductions. When there are
24 not enough net earnings to cover such a required contribution, and the employee
25 remains eligible to participate in a health care plan, the employee must make the
26 payment due within ten working days of the pay date such a contribution would have
27 been deducted. Failure to make such a payment will cause the insurance coverage to
28 be canceled effective the first of the month for which the premium has not been paid.
- 29 (6) In the event an employee who has exhausted accumulated sick leave is placed on leave
30 of absence without pay status on account of illness, the County shall continue to pay
31 the monthly cost or premium for the Health Plan chosen by the employee and in force
32 at the time leave of absence without pay status is requested, if any, less the employee

1 contribution during such leave for a period not to exceed 1 year. The 1-year period of
2 limitation shall begin to run on the first day of the month following that during which
3 the leave of absence begins. An employee must return to work for a period of sixty
4 (60) calendar days with no absences for illness related to the original illness in order
5 for a new 1-year limitation period to commence.

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

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

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

17 (10) Employees hired on and after January 1, 1994 may upon retirement opt to continue
18 their membership in the County Group Health Benefit Program upon payment of the
19 full monthly cost.

20 (11) Each eligible employee will be limited to pay an annual out of pocket expense for their
21 costs payable under Major Medical provisions, including any applicable deductible
22 and percent co-payment, to a maximum of \$1,500.00 under a single plan and
23 \$2,500.00 under a family plan. Major medical benefits will be paid by the County at
24 100% after the annual out of pocket maximum has been satisfied. The major medical
25 co-payment shall be 20%, after application of the deductible up to the applicable
26 maximum.

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

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

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

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

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

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

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

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

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

25 (c) For employee(s) who comply with this obligation, the deductible under
26 hospital/surgical benefit provisions will be reduced to \$50.00 per confinement
27 for eligible employees and/or their dependents.

28 (d) For emergency admissions, the employee or other family member must
29 telephone the pre-certifying agency within twenty-four (24) hours after
30 admission with the name, address, and telephone number of admitting
31 physician, the date of the admission, the name of the hospital of admission and
32 the name of the patient.

1 For employee(s) who comply with this obligation, the deductible under
2 hospital/surgical benefit provisions will be reduced to \$50.00 per confinement
3 for eligible employees and/or their dependents.

4 (e) Continued hospitalization will also be subject to concurrent review by the pre-
5 certifying agency. The pre-certifying agency and the claim service provider
6 shall be selected by the County.

7 (16) (a) The County reserves the right to establish a network of Preferred Providers
8 under the County Health Plan. The network shall consist of hospitals,
9 physicians, and other health care providers selected by the County. For
10 employee(s) and/or their dependents who are authorized admission as an in-
11 patient to one of the preferred hospitals, the hospital/surgical deductible
12 applicable to the employee shall be reduced \$50.00 per confinement.

13 (b) For employees and/or their dependents, the physician co-payment provided as
14 part of major medical coverage, when a preferred physician provider is used,
15 shall be reduced to ten percent.

16 (c) The County reserves the right to add, modify or delete any and all providers
17 under the Preferred Provider Network. If all Preferred Providers are
18 eliminated, the County shall waive the \$50.00 hospital/surgical deductible.

19 (17) ***(NOTE: See attached Schedule of Benefits for an outline of this section.)***

20 Milwaukee County shall amend the Schedule of Benefits for the in-patient and
21 out-patient treatment of Mental and Nervous Disorders, Alcohol and Other Drug
22 Abuse (AODA), of the Plan Document for the Milwaukee County Health Plan to
23 channel employees and their dependents to the PPO providers selected by the
24 County. The channeling shall consist of:

25 (a) If the employee and the dependent use an in-patient PPO facility,
26 benefits are payable at 80% of the contracted rate for 30 days as long as
27 the PPO approves both the medical necessity and appropriateness of such
28 hospitalization.

29 (b) If the employee and the dependent use a non-PPO facility, benefits are payable
30 at 50% of the contracted rate for a maximum of thirty (30) days. The
31 hospitalization is still subject to utilization review for medical necessity and
32 medical appropriateness.

1 (c) The first two visits of outpatient treatment by network providers will be
2 reimbursed at 100% with no utilization review required. Up to 25 further visits
3 for outpatient treatment when authorized by the PPO, will be reimbursed at
4 95% of the PPO contracted rate. In addition, when authorized by the PPO, up
5 to 30 days per calendar year, per insured, of day treatment or partial
6 hospitalization shall be paid at 95% of the contracted rate for all authorized
7 stays at PPO facilities.

8 (d) The first 15 visits of out-patient treatment authorized by the PPO but not
9 provided by a PPO provider shall be paid at 50% of the contracted rate for all
10 medically necessary and appropriate treatment as determined by the PPO.
11 When authorized by the PPO, up to 30 days per calendar year, per insured, of
12 day treatment or partial hospitalization shall be paid at 50% of the contracted
13 rate for all authorized stays at non-PPO facilities.

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

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

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

20 (19) Each year, Milwaukee County shall pay a cash incentive of \$500 per contract (single
21 or family plan) to each eligible employee who elects to dis-enroll or not to enroll in a
22 Milwaukee County Health Plan. Any employee who is hired on and after January 1,
23 and who would be eligible to enroll in health insurance under the present County
24 guidelines who chooses not to enroll in a Milwaukee County health plan shall also
25 receive \$500.

26
27 Proof of coverage in a non-Milwaukee County group health insurance plan must
28 be provided in order to qualify for the \$500 payment. Such proof shall consist
29 of a current health enrollment card.
30

1 The \$500 shall be paid on an after tax basis. When administratively possible, the
2 County may convert the \$500 payment to a pre-tax credit, which the employee may
3 use as a credit towards any employee benefit available within a flexible benefits plan.
4

5 The \$500 payment shall be paid on an annual basis by payroll check no later than
6 April 1st of any given year to qualified employees on the County payroll as of January
7 1st. An employee who loses their non-Milwaukee County group health insurance
8 coverage may elect to re-join the Milwaukee County Conventional Health Plan. The
9 employee would not be able to re-join an HMO until the next open enrollment period.
10 The \$500 award must be repaid in full to the County prior to coverage commencing.
11 Should an employee re-join a health plan he/she would not be eligible to opt out of the
12 plan in a subsequent calendar year.

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

16 (a) Effective July 1, 2001, after the adoption of a Section 125 Plan
17 Document, Milwaukee County shall establish and administer Flexible
18 Spending Accounts (FSA's) for those employees who desire to pre-fund
19 their health insurance costs as governed by IRS regulations. The County
20 retains the right to select a third party administrator.

21 (b) Other benefits may be included in the Section 125 Plan as mutually agreed
22 upon by Milwaukee County and the Union. Such agreement would be by
23 collateral agreement to this contract.

24 (21) Prescription drug coverage shall be carved out of the Milwaukee County Health Plan.
25 Such coverage shall be provided through a pharmacy benefit management program
26 (PBM) approved by the County. The employee shall pay 10% of the cost for a generic
27 drug, or 20% of the cost for a brand name drug (\$3 minimum) at the point of purchase.
28 The PBM will be responsible for establishing, updating, and administering the
29 program. Standard precertification and protocols of the PBM will be used.

30 (22) The County shall implement a disease management program. Such program shall be
31 designed to enhance the medical outcome of a chronic illness through education,
32 treatment, and appropriate care. Participation in the program by the patient shall be

1 strictly voluntary, and the patient can determine their individual level of involvement.
2 Chronic illness shall be managed through a variety of interventions, including but not
3 limited to contacts with patient and physician, health assessments, education materials,
4 and referrals. The County shall determine all aspects of the disease management
5 program.

6 (23) The County shall have the right to determine “medical providers of excellence.” In
7 order to qualify for such designation, such providers shall, in the estimation of the
8 County, meet exemplary standards including but not limited to quality of care, patient
9 safety, administrative efficiency, patient satisfaction, and/or value pricing for specific
10 medical conditions. When the County preauthorizes medical treatment by such
11 provider, the County shall pay 100 percent of all charges except for prescription drugs.

12 (24) Milwaukee County will provide a Dental Insurance Plan equal to and no less than
13 is currently available to employees. Bargaining unit employees hired on or after
14 May 20, 1990 and each eligible employee enrolled in the Milwaukee County
15 Dental Benefit Plan shall pay \$2.00 per month toward the cost of a single plan, or
16 \$6.00 per month toward the cost of a family plan. Employees may opt not to
17 enroll in the Dental Plan.

18
19 Section 2.061 is effective January 1, 2006.
20

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

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

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

31 (a) For the months of January through June of 2006 employees enrolled in the PPO
32 shall pay eighty dollars (\$80.00) per month toward the monthly cost of a single

- 1 plan and one hundred dollars (\$100.00) per month toward the monthly cost of a
2 family plan.
- 3 (b) Effective July of 2006 employees enrolled in the PPO shall pay seventy five dollars
4 (\$75.00) per month toward the monthly cost of a single plan and one hundred fifty
5 dollars (\$150.00) per month toward the monthly cost of a family plan.
- 6 (c) For the months of January through June of 2006 employees enrolled in the HMO
7 shall pay eighty dollars (\$80.00) per month toward the monthly cost of a single
8 plan and one hundred dollars (\$100.00) per month toward the monthly cost of a
9 family plan.
- 10 (d) Effective July of 2006 employees enrolled in the HMO shall pay seventy five
11 dollars (\$75.00) per month toward the monthly cost of a single plan and one
12 hundred fifty dollars (\$150.00) per month toward the monthly cost of a family
13 plan.
- 14 (e) The appropriate payment shall be made through payroll deductions. When there
15 are not enough net earnings to cover such a required contribution, and the
16 employee remains eligible to participate in a health care plan, the employee must
17 make the payment due within ten working days of the pay date such a contribution
18 would have been deducted. Failure to make such a payment will cause the
19 insurance coverage to be canceled effective the first of the month for which the
20 premium has not been paid.
- 21 (f) The County shall deduct employees' contributions to health insurance on a pre-tax
22 basis pursuant to a Section 125 Plan. Other benefits may be included in the
23 Section 125 Plan as mutually agreed upon by the County and the Union. Such
24 agreement would be by collateral agreement to this contract.
- 25 (g) The County shall establish and administer Flexible Spending Accounts (FSA's) for
26 those employees who desire to pre-fund their health insurance costs as governed by
27 IRS regulations. The County retains the right to select a third party administrator.
- 28 (4) In the event an employee who has exhausted accumulated sick leave is placed on leave
29 of absence without pay status on account of illness, the County shall continue to pay the
30 monthly cost or premium for the Health Plan chosen by the employee and in force at the
31 time leave of absence without pay status is requested, if any, less the employee
32 contribution during such leave for a period not to exceed one (1) year. The 1-year

1 period of limitation shall begin to run on the first day of the month following that during
2 which the leave of absence begins. An employee must return to work for a period of
3 sixty (60) calendar days with no absences for illness related to the original illness in
4 order for a new 1-year limitation period to commence.

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

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

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

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

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

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

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

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

- 1 (10) The County reserves the right to establish a network of Preferred Providers. The network
2 shall consist of hospitals, physicians, and other health care providers selected by the
3 County. The County reserves the right to add, modify or delete any and all providers
4 under the Preferred Provider Network.
- 5 (11) Upon the death of any retiree, only those survivors eligible for health insurance benefits
6 prior to such retiree's death shall retain continued eligibility for the Employee Health
7 Insurance Program.
- 8 (12) Employees hired on and after January 01, 1994 may upon retirement opt to continue their
9 membership in the County Group Health Benefit Program upon payment of the full
10 monthly cost.
- 11 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the following:
12 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per
13 insured, per calendar year; four hundred fifty dollars (\$450.00) per family, per
14 calendar year.
15 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per
16 insured, per calendar year; one thousand two hundred dollars (\$1,200.00) per
17 family, per calendar year.
- 18 (14) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a
19 twenty dollar (\$20.00) in-network office visit co-payment or forty dollar (\$40.00) out-of-
20 network office visit co-payment for all illness or injury related office visits. The in-
21 network office visit co-payment shall not apply to preventative care, which includes
22 prenatal, baby-wellness, and physicals, as determined by the plan.
- 23 (15) All eligible employees and/or their dependents enrolled in the PPO shall be subject to a
24 co-insurance co-payment after application of the deductible and/or office visit co-
25 payment.
26 (a) The in-network co-insurance co-payment shall be equal to ten percent (10.00%)
27 of all charges subject to the applicable out-of-pocket maximum,
28 (b) The out-of-network co-insurance co-payment shall be equal to twenty percent
29 (20.00%) of all charges subject to the applicable out-of-pocket maximum.
- 30 (16) All eligible employees enrolled in the PPO shall be subject to the following out-of-pocket
31 expenses including any applicable deductible and percent co-payments to a calendar year
32 maximum of

- 1 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single plan.
- 2 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family plan.
- 3 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
- 4 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.
- 5 (e) Office visit co-payments are not limited and do not count toward the calendar
- 6 year out-of-pocket maximum(s).
- 7 (f) Charges that are over usual and customary do not count toward the calendar year
- 8 out-of-pocket maximum(s).
- 9 (g) Prescription drug co-payments do not count toward the calendar year out-of-
- 10 pocket maximum(s).
- 11 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid by the
- 12 County at 100% after the calendar year out-of-pocket maximum(s) has been
- 13 satisfied.
- 14 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a fifty dollar
- 15 (\$50.00) emergency room co-payment in-network or out-of-network. The co-payment
- 16 shall be waived if the employee and/or their dependents are admitted directly to the
- 17 hospital from the emergency room. In-network and out-of-network deductibles and co-
- 18 insurance percentages apply.
- 19 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a thirty
- 20 (30) day prescription drug supply at a participating pharmacy:
- 21 (a) Five dollar (\$5.00) co-payment for all generic drugs.
- 22 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the formulary
- 23 list.
- 24 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.
- 25 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-payment
- 26 level at the discretion of the plan.
- 27 (e) The plan shall determine all management protocols.
- 28 (19) All eligible employees and/or their dependents enrolled in the HMO shall be subject to a
- 29 ten dollar (\$10.00) office visit co-payment for all illness or injury related office visits.
- 30 The office visit co-payment shall not apply to preventative care. The County and/or the
- 31 plan shall determine preventative care.

- 1 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one
2 hundred dollar (\$100.00) co-payment for each in-patient hospitalization. There is a
3 maximum of five (5) co-payments per person, per calendar year.
- 4 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty
5 percent (50.0%) co-insurance on all durable medical equipment to a maximum of fifty
6 dollars (\$50.00) per appliance or piece of equipment.
- 7 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a fifty
8 dollar (\$50.00) emergency room co-payment (facility only). The co-payment shall be
9 waived if the employee and/or their dependents are admitted to the hospital directly from
10 the emergency room.
- 11 (23) All eligible employees and/or their dependents benefits for the in-patient and out-patient
12 treatment of mental and nervous disorders, alcohol and other drug abuse (AODA) are as
13 follows:
- 14 (a) If the employee and the dependent use an in-patient PPO facility, benefits are
15 payable at eighty percent (80.0)% of the contracted rate for thirty (30) days as long
16 as the PPO approves both the medical necessity and appropriateness of such
17 hospitalization.
- 18 (b) If the employee and the dependent use a non-PPO facility, benefits are payable at
19 fifty percent (50.0%) of the contracted rate for a maximum of thirty (30) days. The
20 hospitalization is still subject to utilization review for medical necessity and
21 medical appropriateness.
- 22 (c) The first two (2) visits of outpatient treatment by network providers will be
23 reimbursed at one hundred percent (100.0)% with no utilization review required.
24 Up to twenty five (25) further visits for outpatient treatment when authorized by
25 the PPO, will be reimbursed at ninety five percent (95.0%) of the PPO contracted
26 rate. In addition, when authorized by the PPO, up to thirty (30) days per calendar
27 year, per insured, of day treatment or partial hospitalization shall be paid at ninety
28 five percent (95.0)% of the contracted rate for all authorized stays at PPO facilities.
- 29 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO but not
30 provided by a PPO provider shall be paid at fifty percent (50.0%) of the contracted
31 rate for all medically necessary and appropriate treatment as determined by the
32 PPO. When authorized by the PPO, up to thirty (30) days per calendar year, per

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

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

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

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

25 (25) The County shall implement a disease management program. Such program shall be
26 designed to enhance the medical outcome of a chronic illness through education,
27 treatment, and appropriate care. Participation in the program by the patient shall be strictly
28 voluntary, and the patient can determine their individual level of involvement. Chronic
29 illness shall be managed through a variety of interventions, including but not limited to
30 contacts with patient and physician, health assessments, education materials, and referrals.
31 The County shall determine all aspects of the disease management program.
32

1 (26) Milwaukee County will provide a Dental Insurance Plan equal to and no less than is currently
2 available to employees. Bargaining unit employees hired on or after May 20, 1990 and each
3 eligible employee enrolled in the Milwaukee County Dental Benefit Plan shall pay two dollars
4 (\$2.00) per month toward the cost of a single plan, or six dollars (\$6.00) per month toward the
5 cost of a family plan. Employees may opt not to enroll in the Dental Plan.
6

7 2.062 DEFERRED COMPENSATION

8 Bargaining unit employees shall be permitted to participate in Milwaukee County's
9 Deferred Compensation Program. Milwaukee County reserves the unilateral right to select
10 and/or change the Plan Administration.
11

12 2.07 VACATION

13 (1) Effective January 1, 2002 employees shall receive annual leave with pay to serve
14 as vacation in accordance with the following schedule, based upon years of
15 continuous service.

- 16 After 1 year - 80 hours
- 17 After 5 years - 120 hours
- 18 After 10 years - 160 hours
- 19 After 15 years - 200 hours
- 20 After 20 years - 240 hours

21
22 (2) Whenever possible, vacations shall be granted at the time requested by the
23 employees. Approval of vacation requests shall be based on county-wide
24 seniority subject to the departmental work rules.
25

26 2.08 HOLIDAYS - PERSONAL HOURS

27 (1) All regular full time employees hired on or before December 31, 1976, shall
28 receive 24 hours per year known as personal hours in addition to earned leave by
29 reason of vacation, accrued holidays and compensatory time.

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

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

(3) Personal hours may be taken at any time during the calendar year in which they are accrued in periods of not less than one-half hour, subject to the approval of the department head.

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

(4) Whenever possible requests to liquidate personal hours, holidays or compensatory time shall be granted subject to departmental work rules. In case of conflict, the employee with the greater county-wide seniority shall be granted the hours off.

(5) Except as modified herein, the provisions of section 17.17(2), C.G.O., defining holidays shall remain in full force and effect. Such holidays are as follows: January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, the date appointed by the Governor as Labor Day, the day of holding general election in November of even numbered years, November 11, the fourth Thursday in November, December 25.

(6) A holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday, except in the 7-day service where the present system of accruing and exhausting holidays shall remain in effect.

(7) To qualify for any paid holiday employees must work or be in pay status on the last scheduled work day immediately preceding and the first scheduled work day immediately following the holiday.

(8) Effective January 1, 2002, the fourth Friday in November shall be considered a minor holiday.

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2.09 SICK LEAVE

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

- (a) Reasons for the absence and the good faith of the employee in taking such leave shall be supported by such reasonable evidence as may be required by the appointing authority including a physician's certificate, personal affidavit, or by other means; and
- (b) That when the illness of an employee is such as may make it necessary to take leave of absence of more than 3 days, a statement shall be made to the appointing authority in writing from a licensed physician or from an authorized Christian Science practitioner, stating the period of time the employee was unable to work because of illness.

(2) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be taken for the purpose of enabling employees to receive non-emergency medical attention during duty hours after a good faith effort has been made to schedule such appointment during off duty time. Such leave may be allowed for scheduled appointments for any type of medical or dental care.

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

1 the employee shall provide the employee with written notice setting forth the
2 date and time of the employee's appointment, which notice shall be filed with the
3 employee's supervisor. Excused time charged against sick leave for these
4 purposes shall be limited to a maximum of 3 hours per incident including travel
5 between the employee's work site and the place of his appointment.
6

7 2.10 RETIREMENT BENEFITS

8 Upon retirement, an employee shall have the following options:

- 9 (1) For employees hired on and after January 1, 1982, the provisions of Chapter
10 201.24, Employee Retirement System, shall be modified as follows:
- 11 (a) Final average salary means the average annual earnable compensation for
12 the five consecutive years of service during which the employee's
13 earnable compensation was the highest or, if he should have less than
14 five years of service, then his average annual earnable compensation
15 during such period of service. Effective December 22, 2002 (pay period
16 one of 2003) final average salary means the three highest consecutive
17 years of earnable compensation.
- 18 (b) An employee who meets the requirements for a normal pension shall
19 receive an amount equal to 1-1/2% of his final average salary multiplied
20 by the number of years of service. Council members whose membership
21 in the Employees' Retirement System began before February 21, 2006,
22 shall be eligible to retire without penalty when the total of their age and
23 years of creditable pension service equals or exceeds 75.
- 24 (c) All pension service credit earned on and after January 1, 2001 shall be
25 credited in an amount equal to 2% of the employee's final average salary.
26 For each year of service credit earned after January 1, 2001, eight (8)
27 years of service credit earned prior to January 1, 2001 shall be credited at
28 2% of the employee's final average salary. This provision shall not
29 apply to a member of the Employee's Retirement System who became a
30 member of the System on or after January 1, 1982 and as of January 1,
31 2001 is either eligible for a deferred vested pension benefit, or is
32 receiving a pension benefit, unless such member returns to active County

1 employment and is eligible to earn additional pension service credit.

2 Said credit shall be awarded on a daily basis.

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

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

19 (2) For all employees who are members of the Employees' Retirement System as of
20 January 1, 1971, the County shall contribute a sum equal to 6% of each
21 employee's earnings computed for pension purposes into such account on behalf
22 of each such employee. All such sums contributed, in addition to the
23 contributions previously made by the employee, shall be credited to the
24 employee's individual account and be subject to the provisions of the pension
25 system as it relates to the payment of such sums to such employees upon
26 separation from service. The provisions of this paragraph shall not apply to
27 employees in the bargaining unit in the following classes who were not members
28 of the Employees' Retirement System on or before the 12th day of December
29 1967, or whose date of hire is later than December 23, 1967:

- 30 (a) Emergency appointment, full time
31 (b) Emergency appointment, part time
32 (c) Regular appointment, seasonal

1 (d) Temporary appointment, seasonal

2 (e) Emergency appointment, seasonal

3 (3) For employees hired after October 30, 1987 overtime shall not be included in the
4 computation of final average salary.

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

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

22 (5) VETERAN SERVICE CREDIT

23 Employees retiring on and after the effective date of this agreement shall be
24 entitled to pension service credit for military service under Section 201.24 II (10) of
25 the Employees' Retirement System as amended by the County Board of Supervisors
26 through File #85-583 (a), notwithstanding the effective date indicated in the
27 amendment.

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

1 (7) **SICK ALLOWANCE BALANCE ON RETIREMENT**

2 Employees who became members of the Employees Retirement System shall
3 receive full payment for all accrued sick allowance hours earned before February
4 21, 2006 at the time the employee retires. Twenty-five percent (25.0%) of any
5 remaining accrued sick allowance hours earned on and after February 21, 2006 shall
6 be paid out at the employee's final hourly rate of pay. For calculation purposes,
7 sick leave earned before February 21, 2006 shall be used prior to sick leave earned
8 on and after February 21, 2006 for all hours of sick leave used prior to retirement.
9 Such payment shall be made in a lump sum, and shall not be included in the
10 calculation of the employee's final average salary for pension calculation purposes.
11 Nor shall pension service credit be granted in connection with the lump sum
12 payment. The payment shall have no effect on the employee's retirement date. If
13 permissible under IRS provisions, such payment shall be placed in a "back drop
14 account" in the Employees Retirement System. The provisions of this section shall
15 not apply to a member of the System who is eligible for a deferred retirement
16 benefit under section 4.5 of 201.24 of the Employees' Retirement System.

17 (8) **BACK DROP PENSION BENEFIT**

18 The provisions of this section shall apply to any employee whose application to
19 retire is effective after January 1, 2001 and whose last period of continuous
20 membership in the Employees' Retirement System began before February 21,
21 2006; but shall not apply to any member of the Employee Retirement System who
22 is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this
23 provision apply to any employee whose membership in the Employees'
24 Retirement System began on or after February 21, 2006. Upon retirement, an
25 eligible employee may opt for a "back drop" pension benefit as follows:
26 (a) An employee may request a monthly pension benefit based on accrued
27 pension service credit and final average salary calculation as of a specific
28 date in the past, which shall be referred to as the "back drop date". The
29 "back drop date" may not be prior to the earliest date that the employee
30 was eligible to retire, and shall not be less than one year prior to the date
31 the employee leaves active County employment. The monthly pension
32 benefit the employee was eligible to receive as of the "back drop date"
33 shall be referred to as the "monthly drop benefit".

- 1 (b) The total amount of the “monthly drop benefit” payments the employee
2 would have received (plus the annual 2% pension increase) between the
3 “back drop date” and the date the employee is removed from the County
4 payroll due to actual retirement (after exhausting all allowable accrued
5 time balances as documented by an ETCR form excluding sick allowance
6 payments), plus interest earnings compounded on a monthly basis equal to
7 the pension fund rate of return used by the ERS actuary for computing the
8 County’s annual contribution to the system, shall be referred to as the
9 “total drop benefit”.
- 10 (c) If the employee opts for a “back drop” pension benefit:
- 11 1. The “total drop benefit” shall be paid to the employee with
12 appropriate deductions for state and federal taxes; or if permitted
13 by IRS regulations, the employee may “roll over” the “total drop
14 benefit” to an IRA; and
- 15 2. The member shall begin to receive monthly payments of the
16 “monthly drop benefit” (plus the 2% annual pension increase).
- 17 (d) The standard pension options shall be available to an employee who opts
18 for a “back drop benefit”, and the retention incentives incorporated into
19 the pension benefit effective January 1, 2001 shall be included when
20 calculating the “monthly drop benefit”.
- 21

22 2.11 TEMPORARY ASSIGNMENT

- 23 (1) Employees may be assigned to perform the duties of a position in a higher
24 classification for which they are qualified and shall be paid as though promoted
25 to the higher classification under the following conditions:
- 26 (a) Such assignment is made in writing on the Temporary Assignment Form;
27 provided, however, that the omission of such written assignment shall
28 not bar a grievance requesting pay for work in the higher classification.
- 29 (b) Such employee works in the higher classification for not less than 3
30 consecutive scheduled working days. Paid time off shall not be included
31 in the computation of the 3 consecutive scheduled working days but said
32 days shall not be interrupted thereby, and

- 1 (c) Such employee performs the normal duties and assumes the
- 2 responsibilities of the incumbent of that position during that period.
- 3 (d) If the position is permanently vacant and a certification request has been
- 4 forwarded to the Department of Human Resources, a temporary
- 5 assignment may be made and may continue for no more than 90 days
- 6 after the Director of Human Resources has provided a certified list of
- 7 candidates eligible for appointment to the vacancy.
- 8 (e) If the position is temporarily vacant, a temporary assignment may be
- 9 made for the duration of the temporary vacancy, but shall not exceed one
- 10 year.

11

12 2.12 CALL IN PAY

- 13 (1) An employee called in to work outside of the employee's regularly scheduled
- 14 shift shall be credited with a minimum of 4 hours or the number of hours
- 15 actually worked, whichever is greater.
- 16 (2) Call in pay shall be paid at the rate of time and one-half for all call ins outside of
- 17 the regular shift when such hours worked are in excess of 8 per day or 40 per
- 18 week.
- 19 (3) Call in shall not apply to hours worked outside of an employee's regularly
- 20 scheduled shift where the regular shift starting time is modified to meet
- 21 emergency situations.
- 22 (4) If an employee is called in one-half hour or less prior to starting time, the
- 23 employee shall be paid for 8 hours if 7-1/2 hours are worked.

24

25 2.13 STANDBY PAY

- 26 (1) Employees on standby duty shall receive 55 cents per hour for all hours
- 27 scheduled on standby duty. If called in while on standby, the employee shall be
- 28 paid a minimum of 4 hours pay at the overtime rate for work in one session and
- 29 additional pay at the overtime rate for all work in excess of 4 hours in one
- 30 session.

- 1 (2) For purposes of this section, "standby" shall mean the employee, at the direction
2 of the employer, is required to be available for work upon notice during a
3 specified period of time. Failure of the employee to respond when called shall
4 be cause for forfeiture of standby pay and disciplinary action where the
5 employee is unable to furnish acceptable justification for his failure to respond.
- 6 (3) Standby shall not apply to any employee or group of employees who, as part of
7 their regular duty assignment are expected, but not required, to be available for
8 work at all times in emergency situations.
- 9

10 2.14 COMMERCIAL DRIVER ' S LICENSE (CDL)

11 When in the judgement of Milwaukee County management it is deemed appropriate that
12 certain members of the Building & Construction Trades Council possess and maintain a
13 Commercial Driver ' s License the following provisions shall apply:

- 14 1. The Department of Public Works and the Department of Parks and Recreation,
15 for their specific employees, shall provide adequate training for employees who
16 are required by management to possess and maintain a Commercial Motor
17 Vehicle License.
- 18 2. Employees covered by this contract shall be furnished with adequate training
19 materials for the written examination for a CDL. Employees deemed by
20 management to possess and maintain a CDL shall be entitled to the one time use
21 of the appropriate County Vehicle in order to take the examination for the
22 appropriate Commercial Motor Vehicle License.
- 23 3. Failure of an employee to successfully pass the written or driving part of the
24 CDL examination shall cause that employee to gain the appropriate CDL on
25 his/her own time and expense.
- 26 4. Once management has decided that a CDL is required by an employee, the
27 employee must successfully possess and maintain said license. Failure of any
28 employee to successfully obtain the appropriate CDL may result in progressive
29 steps of discipline, up to and including discharge.
- 30 5. This agreement shall expire on December 31, 2004, unless extended by the
31 Director of Labor Relations for Milwaukee County.

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2.15 PROMOTION

- (1) The County shall not discriminate against any employee on the basis of race, color, creed, sex, or national origin in making promotional appointments and shall give due consideration to the relative county-wide seniority of employees on the promotional list in making such appointment.
- (2) Employees who do not successfully complete their probationary period in the promotional position or who desire to return to their former classifications, shall be permitted to return to the position from which they were promoted in the event such position remains vacant; and if such position has been filled, the County will make every reasonable effort to place such employee in another position within the classification from which he was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate reinstatement list.
- (3) When an employee does not successfully complete his promotional probation and is returned to his/her former classification, he shall do so with full seniority.

2.16 TRANSFER POLICY

- (1) **TRANSFER PRIORITIES** When a job vacancy occurs, employees holding the same classification requesting a transfer shall be given consideration in filling the opening prior to the job being filled in any other manner. Intradepartmental requests shall have preference over interdepartmental requests to transfer.
- (2) **INTRADEPARTMENTAL TRANSFERS** Employees desiring a transfer from one departmental unit to another under the same appointing authority and within the same classification shall indicate their desire to transfer on forms provided by the County. Such forms shall be prepared in duplicate, indicating the departmental unit to which a transfer is sought, with the original being filed with the County and the duplicate retained by the employee. The County shall maintain a file of such transfer requests and will, when a vacancy occurs in a departmental unit, review the file to determine whether a request for transfer to a vacant position in that departmental unit has been made. When a vacancy

1 occurs in a section, it shall be filled by the most senior qualified employee in the
2 same department and classification who has a valid request for transfer on file,
3 subject to the following conditions:

- 4 (a) No employee shall have more than 2 requests for transfer on file at any
5 one time.
- 6 (b) No employee shall be entitled to transfer more often than twice annually
7 at his request.
- 8 (c) Employees shall not be entitled to file a request for a transfer until they
9 have completed their probationary period.
- 10 (d) For purposes of this section, seniority shall mean length of continuous
11 service with Milwaukee County.
- 12 (e) Any employee refusing a transfer, when offered, to a position for which
13 he has filed a request shall have his request removed from the file.
- 14 (f) The appropriate appointing authority of the program area may defer the
15 transfer of an employee until a replacement is found to fill his position;
16 however, such a transfer shall not be deferred for more than 20 working
17 days.
- 18 (g) Nothing herein contained shall limit the authority of the County to
19 transfer employees within their job classification.
- 20 (h) Whenever an employee is denied a transfer for cause, whether he be the
21 only applicant or the most senior of several applicants, the reason for
22 denial shall be made known to him by the supervisor who rejected the
23 transfer request.

24 (3) **INTERDEPARTMENTAL TRANSFERS**

- 25 (a) Employees desiring a transfer to a position in the same classification but
26 in a different department shall submit a request in writing to the Civil
27 Service Commission which shall maintain a master file by classification
28 of all interdepartmental transfer requests. When a vacancy occurs in a
29 department, the Director of Human Resources shall certify 3 names from
30 the eligible list for that classification to the department head in
31 accordance with sec. 63.05 of the Wisconsin Statutes, together with those
32 on the transfer list in that classification.

- 1 (b) Fitness being substantially equal, the most senior employee having a
2 request on file shall be appointed to fill the vacancy. An employee
3 seeking a transfer shall not be denied a transfer by the appointing
4 authority in the department from which the employee is seeking a
5 transfer.
- 6 (c) An employee transferring within classification to another department
7 shall have a 30-day trial period to determine ability to perform the job
8 and desirability to remain on the job. If within 30 days an employee does
9 not successfully complete the trial period or desires to return to his or her
10 former position, he or she shall be permitted to return to the former
11 position from which he or she was transferred in the event such position
12 remains vacant. If such position has been filled, he or she shall return to
13 any vacant position in his or her classification in the department from
14 which he or she transferred. If no such vacancy exists, the employee
15 may remain where he or she is and may request a transfer to any other
16 department in the County service or will be transferred back to the first
17 vacancy in his or her classification in the department from which he or
18 she transferred.
- 19 (d) When an employee does not successfully complete his or her trial period
20 and is returned to his or her former position or to another position in his
21 or her classification, he or she shall do so with full seniority and
22 whenever practicable shall be returned to the same shift.
- 23 (e) Whenever the most senior employee is denied a transfer or the
24 transferred employee does not successfully complete the trial period, the
25 reason for denial or noncompletion shall be made known to him or her in
26 writing by the appointing authority.

27
28 2.17 LAYOFFS AND RECALL

- 29 (1) Layoffs shall be made within classification on a county wide basis in the inverse
30 order of total county seniority. Employees on emergency or temporary
31 appointment in the affected classification shall be laid off prior to the layoff of
32 employees on regular appointment.

- 1 (2) The Civil Service Commission will make every reasonable effort to place laid
2 off employees in comparable positions where vacancies exist.
- 3 (3) Employees on layoff shall be recalled to vacancies in their classification in the
4 inverse order of layoff.
- 5 (4) At the time of layoff, employees in a supervisory/foreman position may displace
6 a less senior journeyman employee, as defined in Section 2.20 in the same
7 constituent trade group.

8

9 2.18 BARGAINING TIME The County agrees to release three employees serving as
10 members of the Council bargaining committee shall be paid 50% by the Council and 50% by
11 the County their normal base rate for all hours spent in contract negotiations carried on during
12 their regular workday. Effort shall be made to conduct negotiations during nonworking hours
13 to the extent possible, and in no case shall such meetings be unnecessarily protracted.
14 Employees released from duty for negotiations shall be allowed reasonable travel time between
15 their work site and meeting locations.

16

17 2.19 EMPLOYEE PARKING The County will eliminate any charge for parking to
18 employees using county-owned or controlled parking lots, except the Courthouse Annex. The
19 County shall make every reasonable effort to secure such lots against theft and vandalism in a
20 manner consistent with location and type of facility.

21 The foregoing paragraph shall not apply to any county-owned or controlled lot
22 available for use to the general public for which parking fees have been established. Unit
23 employees shall abide by metered or posted parking restrictions.

24

25 2.20 SENIORITY DEFINED

- 26 (1) For all purposes where it applies, seniority shall be measured by an employee's
27 length of continuous employment in the classified service of the County since
28 the employee's last date of hire.
- 29 (2) Continuous seniority as defined in (1) above is broken when an employee:
30 (a) Is discharged.
31 (b) Resigns or quits.
32 (c) Is terminated from any type of appointment for more than 30 days.

- (d) Is separated during probationary period.
- (e) Is separated during re-evaluation period.
- (f) Is laid off for a period of two years and one day
- (g) Does not return at the expiration of an authorized leave of absence.

6 2.21 DEPARTMENTAL WORK RULES

7 The Council recognizes the prerogative of the County to operate and manage its
8 affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the
9 statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules of
10 its Civil Service Commission. The Council recognizes the exclusive right of the County to
11 establish reasonable work rules.

13 2.22 TOOL POLICY

14 All tools and equipment issued to employees by the County shall remain the property of
15 the County, which shall establish and maintain a system of accounting therefor. It shall be the
16 obligation of the employee to take reasonable care of all property issued to him.

17 Upon termination of employment, each employee shall return all county-issued
18 property then in his possession.

21 2.23 FAIR SHARE AGREEMENT

- (1) Effective in the first pay period following the execution hereof and each pay
22 period thereafter during the term of the current collective bargaining agreement
23 between the parties, and unless otherwise terminated as hereinafter provided, the
24 employer shall deduct from the biweekly earnings of the employees specified
25 herein an amount equal to such employee's proportionate share of the cost of the
26 collective bargaining process and contract administration as measured by the
27 amount of dues uniformly required of all members, and pay such amount to the
28 treasurer of the certified bargaining representative of such employee within 10
29 days after such deduction is made, provided:

- (a) That as to persons in the employ of the employer as of the effective date
32 of this Agreement, such deduction shall be made and forwarded to the

1 treasurer of the Council from the biweekly earnings of all bargaining unit
2 employees.

3 (b) That such deduction shall be made from the biweekly earnings of new
4 bargaining unit employees beginning with the first payroll period and
5 shall be forwarded to the treasurer of the Council as provided in
6 paragraph one (1).

7 (c) In order to insure that any such deduction represents the proportionate
8 share of each employee in the bargaining unit of the cost of collective
9 bargaining and contract administration, and recognizing that the dues of
10 the various trade classifications represented by the Council vary from
11 one to another, it is agreed as follows:

12 1. That prior to the implementation of the Agreement, the Council
13 shall submit to the County a schedule of monthly dues uniformly
14 levied by each of the constituent trade groups within its
15 jurisdiction.

16 2. Any increase in dues or fair share amounts to be deducted shall
17 be certified by the Council at least 15 days before the start of the
18 pay period the increased deduction is to be effected.

19 3. The Council agrees that no funds collected from nonmembers
20 under this fair share agreement will be allocated for, or devoted
21 directly or indirectly to, the advancement of the candidacy of any
22 person for any political office.

23 (2) There shall be no lockout of County employees. In the event that during the
24 continuance of its recognition, the Council, its officers, agents or employees, or
25 any of its members or members of its constituent trade groups, acting
26 individually or in concert with one another, engage in or encourage any Council-
27 authorized strike or work stoppage against the County, including any of its
28 departments and/or agencies, the deductions and payments of fair share
29 contributions made in accordance with this Agreement shall be terminated
30 forthwith by the County. Thereafter, for a period of one year, measured from the
31 date of the onset of such strike or work stoppage, no deductions whatever shall

1 be made from the earnings of any employee, nor shall any payment whatever be
2 made to the treasurer of the Council.

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

14 (4) Nothing contained in this fair share agreement shall constitute a bar to the
15 County's right to proceed in law or equity or to avail itself of any other remedies
16 for the purpose of preventing or terminating any strike or work stoppage
17 engaged in by employees covered by this Agreement.

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

31 In the event of any action brought challenging the provisions of this fair share
32 agreement, or the right of the Council and the County to enter into such an agreement, all sums

1 which the County has agreed to deduct from the earnings of the employees covered by the
2 agreement and transmit to the treasurer of the Council, except sums deducted pursuant to
3 voluntary checkoff cards on file with the employer, shall be placed in trust with First Bank
4 Midland-Milwaukee Division pending the ultimate disposition of such action. In the event the
5 outcome of such action favors the continuance of the fair share agreement, the monies held in
6 trust, together with the interest earned thereon, shall be paid to the Council upon entry of
7 judgment in such action.

8
9 2.24 GRIEVANCE PROCEDURE

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

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

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

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

28 (4) TIME LIMITATIONS If it is impossible to comply with the time limits
29 specified in the procedure because of work schedules, illness, vacations, etc.,
30 these limits may be extended by mutual consent in writing (extension of
31 grievance time limit form #4894). If any extension is not agreed upon by the
32 parties within the time limits herein provided, or a reply to the grievance is not

1 received within time limits provided herein, the grievance may be appealed
2 directly to the next step of the procedure. Failure on the part of the Council to
3 appeal a grievance to the next step of the procedure pursuant to the time limits
4 outlined in the procedure shall cause the grievance to be settled.

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

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

10 (a) Grievance Initiation Form;

11 (b) Grievance Disposition Form;

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

23 (7) PROCEDURE To Be Followed When Initiating A Written Grievance:

24 (a) The employee alone or with his/her Council Representative shall cite the
25 rule, regulation or contract provision that was alleged to have been
26 violated at the first step of the grievance procedure.

27 (b) The employee alone or with his/her Council Representative shall in
28 writing provide his/her immediate supervisor designated to hear
29 grievances an explanation as to when, where, what, who, and why the
30 employee believes that his/her contractual rights have allegedly been
31 violated. The written Grievance Initiation Form shall contain the date or

1 time that the employee alleges that his/her contractual rights have been
2 violated.

3 (c) The employee alone or with his/her Council Representative shall detail,
4 in writing, the relief the employee is requesting.

5 (d) If more space is required than is provided for on the Grievance Initiation
6 Form in order to comply with the provisions of this section, the employee
7 shall be permitted to submit written attachments to said form.

8 (e) The Grievance Initiation Form shall be prepared by the employee or
9 with his/her Union Representative in a manner that is neat, clear, and
10 discernible.

11 (f) If the employee alone or with his/her Council Representative fails to
12 follow Section 2.24(6)(c) 1,2,3,4, and 5, the employee's immediate
13 supervisor designated to hear grievances may return the Grievance
14 Initiation Form to the employee for corrections. Failure to make
15 corrections shall serve as a bar to the grievance procedure.

16 (8) STEPS IN THE PROCEDURE

17 (a) STEP 1

18 1. The employee alone or with his/her representative shall explain
19 the grievance verbally to his/her immediate supervisor designated
20 to respond to employee grievances.

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

24 3. If the supervisor's decision resolves the grievance, the decision
25 shall be reduced to writing on a grievance disposition form within
26 5 working days from the date of the verbal decision and a copy of
27 said disposition shall be immediately forwarded to the Director of
28 Labor Relations.

29 (b) STEP 2

30 1. If the grievance is not settled at the first step, the employee alone
31 or with his/her representative shall prepare the grievance in
32 writing on the Grievance Initiation Form and shall present such

1 form to the immediate supervisor designated in Step 1 to initial as
2 confirmation of his/her verbal response. The employee alone or
3 with his/her Council Representative shall fill out the Grievance
4 Initiation Form pursuant to section 2.24(6)(c)1,2,3,4,5, and 6 of
5 this Agreement.

- 6 2. The employee or his/her Council Representative after receiving
7 confirmation shall forward the grievance to his/her appointing
8 authority or to the person designated by him/her to receive
9 grievances within fifteen (15) working days of the verbal decision.
10 Failure of the supervisor to provide confirmation shall not impede
11 the timeliness of the appeal.
- 12 3. The person designated in Step 2, Par. 2, will schedule a hearing
13 with the person concerned and within fifteen (15) days from date
14 of service of the Grievance Initiation Form, the Hearing Officer
15 shall inform the aggrieved employee and the Council in writing of
16 his/her decision.
- 17 4. Those grievances which would become moot if unanswered before
18 the expiration of the established time limits will be answered as
19 soon as possible after the conclusion of the hearing.
- 20 5. The second step of the grievance procedure may be waived by
21 mutual consent of the Council and the Director of Labor Relations.
22 If the grievance is not resolved at Step 2 as provided, the Council
23 shall appeal such grievance within thirty (30) days from the date of
24 the second step grievance disposition to Step 3.

25 (c) STEP 3

- 26 1. The Director of Labor Relations or designee shall, attempt to
27 resolve all grievances timely appealed to the third step. The
28 Director of Labor Relations or designee shall respond in writing
29 to the Council within thirty (30) working days from the date of
30 receipt by the Director of Labor Relations of the Step 2 appeal.
- 31 2. In the event the Director of Labor Relations or designee and the
32 appropriate Council Representative mutually agree to a resolution

1 of the dispute, it shall be reduced to writing and mailed by
2 certified mail (return receipt requested), and shall be returned by
3 Milwaukee Building & Construction Trades Council President by
4 certified mail within 30 calendar days, and shall be binding upon
5 all parties and shall serve as a bar to further appeal. Failure by
6 the Milwaukee Building & Construction Trades Council
7 President to return the third step disposition within the 30
8 calendar days shall serve as a bar to further appeal.

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

15 4. The Director of Labor Relations or designee shall have the
16 unilateral authority to modify any grievance disposition rendered
17 in Step 1 and/or Step 2 and shall within five (5) days of the
18 disposition, notify the Council and the department of any such
19 modification. Within fifteen (15) days a Step 3 hearing shall be
20 held.

21 (d) STEP 4

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

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

1 agreement both the Council and the Director of Labor Relations.

2 The release of employees shall not be unreasonably withheld.

3 (9) ARBITRATION PROCEDURE

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

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

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

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

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

22 1. The statutory or charter obligations which by law are delegated to
23 the Milwaukee County Board of Supervisors or the County
24 Executive.

25 2. Disputes or differences regarding the classification of positions
26 and the elimination or creation of positions.

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

30 (g) The arbitrator selected shall hold a hearing at a time and place
31 convenient to the parties within 30 working days of the notification of
32 selection, unless otherwise mutually agreed upon by the parties and

1 witnesses may be called. The arbitrator shall determine whether or not
2 the dispute is arbitrable, under the express terms of this Agreement and
3 shall render a bench decision regarding the procedural arguments
4 presented by the parties before proceeding to hear the merits of the
5 grievance. Once it is determined that a dispute is arbitrable, the
6 arbitrator shall proceed in accordance with this section to determine the
7 merits of the dispute submitted to arbitration.

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

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

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

24 (k) The expenses involved in the arbitration proceeding shall be paid 50% by
25 the party requesting arbitration and 50% by the other party. Expenses
26 relating to the calling of witnesses or the obtaining of depositions or any
27 other similar expense associated with proceeding shall be borne by the
28 party at whose request the witnesses or depositions are required.

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

31
32

1 (10) INTERPRETATION OF THE AGREEMENT

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

12 (11) LIMITATIONS

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

26
27 2.25 SUCCESSORS AND ASSIGNS In the event any institution, department or other
28 County function is taken over by any other governmental agency, the County will make every
29 effort to persuade the successor agency to hire affected employees and to adopt and maintain
30 in force the present wages, hours and conditions of employment to which the affected
31 employees are entitled under the existing bargaining agreement.

1 2.26 ENTIRE AGREEMENT The foregoing constitutes the entire Agreement between the
2 parties by which the parties intended to be bound and no verbal statement shall supersede any
3 of its provisions. All existing ordinances and resolutions of the Milwaukee County Board of
4 Supervisors affecting wages, hours and conditions of employment not inconsistent with this
5 Agreement are incorporated herein by reference as though fully set forth. To the extent that
6 the provisions of this Agreement are in conflict with existing ordinances or resolutions, such
7 ordinances and resolutions shall be modified to reflect the agreements herein contained.

8
9 2.27 SAVING CLAUSE If any article or part of this Agreement is held to be invalid by
10 operation of law or by any tribunal of competent jurisdiction, or if compliance with or
11 reinforcement of any article or part should be restrained by such tribunal, the remainder of this
12 Agreement shall not be affected thereby and the parties shall enter into immediate negotiations
13 for the purpose of arriving at a mutually satisfactory replacement for such article or part.

14
15 2.28 MILITARY LEAVE

- 16 (1) Employees holding regular civil service status who are required to take periods
17 of training for the purpose of retaining status as members in organized units of
18 the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard,
19 and the National Guard, and who are ordered to active duty, may be granted
20 leave of absence upon submission of evidence of receipt of competent orders.
- 21 (2) Employees shall have the option to receive full County pay during such leave or
22 to retain military pay. Employees choosing to be compensated by the County
23 shall submit their military base pay to the County Treasurer.
- 24 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.

25
26 2.29 INJURY OR ILLNESS IN LINE OF DUTY

27 Milwaukee County shall comply with the provisions of all pertinent Workers Compensation
28 Laws and the Americans with Disabilities Act. The County shall promulgate and distribute
29 procedures to be followed when an employee is injured or becomes ill in the line of duty.
30 Such procedures shall be provided to the Council and included in the County Administrative
31 Manual.

1 2.30 COLLATERAL AGREEMENTS

2 From time to time it may be necessary to vary from the terms of this Agreement in order to
3 take into account a unique situation or changing circumstances. When the Council and the
4 Employer determine that a modification should be made, the parties agree to do so in writing
5 and in compliance with this Section of the Agreement.

6 (1) Agreements of this type will be entered into only by the Business Manager of
7 the Union and President of the Milwaukee Building & Construction Trades
8 Council.

9 (a) Where more than one Local is affected by the problem, the Business
10 Manager of each Local and the President of the Milwaukee Building &
11 Construction Trades Council must be included in the discussions.

12 (b) Since the County has no awareness of the internal mechanisms for
13 authorization within the constituent Locals, the signature as in (1) above,
14 when applicable, on any document reflecting an agreement with the
15 County shall be binding, it being assumed that such Union officer has
16 either received authorization from his/her Local to execute the document
17 or has determined in his/her judgment that the matters under
18 consideration are not of such grave consequence as to require
19 membership ratification. The same presumption shall apply to the
20 signature of the County official with whom the understanding has been
21 negotiated.

22 (c) Management and Council will keep each other apprised of the names of
23 officials and administrators who may be involved in the procedure
24 outline.

25 (2) All collateral agreements entered into between the Council and the Employer
26 shall expire and be null and void when the collective bargaining agreement
27 expires. In the event the parties desire that the agreement continue during the
28 term of the successor agreement, they shall execute a new collateral agreement
29 for the term of the successor agreement.

30 (3) All collateral agreements shall be executed by the appropriate County official
31 and authorized and signed by the Director of Labor Relations.

Dated at Milwaukee, Wisconsin, _____ 2006.

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

MILWAUKEE BUILDING & CONSTRUCTION
TRADES COUNCIL, AFL-CIO

COUNTY OF MILWAUKEE
a municipal body corporate

By:

Lyle A. Balistreri, President

Scott Walker, County Executive

By:

Treasurer

Mark Ryan, County Clerk

IN PRESENCE OF:

Charles McDowell, Human Resources Director

APPROVED FOR EXECUTION

Deputy Corporation Counsel

EXECUTED

**2005 -2006
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE BUILDING &
CONSTRUCTION TRADES COUNCIL
AFL-CIO**

**MILWAUKEE COUNTY
LABOR RELATIONS
901 N. 9TH STREET, ROOM 210
MILWAUKEE, WI 53233
414-278-4852**

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