

EXECUTED

**2009-2011
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
ASSOCIATION OF
MILWAUKEE COUNTY ATTORNEYS**

**Milwaukee County
Labor Relations
901 N. 9th Street, Room 210
Milwaukee, WI 53233
414-278-4852**

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2009-2011

AGREEMENT

between

COUNTY OF MILWAUKEE

and

ASSOCIATION OF MILWAUKEE COUNTY ATTORNEYS

* * * * *

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

WITNESSETH

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

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Association of Milwaukee County Attorneys as the exclusive collective bargaining agent on behalf of the employees of Milwaukee County in accordance with the certification of the Wisconsin Employment Relations Commission. The County also recognizes the professional, intellectual and varied character of the bargaining unit work involving the consistent exercise of discretion and judgment; that the output accomplished cannot be standardized in relationship to a given period of time and cannot be performed without post-graduate training and admission to the Bar of the State of Wisconsin and is subject to the code of professional responsibility.

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1 1.02 EMPLOYEE DEFINED

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

5
6 1.03 DURATION OF AGREEMENT

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

11 (2) The initial bargaining proposals of the County and the Association for a
12 successor agreement shall be exchanged prior to October 15, 2011, at a time
13 mutually agreeable to the parties.

14
15 Thereafter, negotiations shall be carried on in an expeditious manner and shall
16 continue until all bargainable issues between the parties have been resolved.

17
18 1.04 MANAGEMENT RIGHTS

19 The County of Milwaukee retains and reserves the sole right to manage its affairs in
20 accordance with all applicable laws, ordinances, resolutions, and executive orders. Included
21 in this responsibility, but not limited thereto, is the right to determine the number, structure
22 and location of departments and divisions; the kinds and number of services to be performed;
23 the right to determine the number of positions and classifications thereof to perform such
24 service; the right to direct the work force; the right to schedule employees; the right to
25 subcontract work; the right to establish qualifications for hire, to test and to hire, promote,
26 retain or terminate employees; the right to transfer and assign employees, subject to the terms
27 of this Agreement; the right, subject to civil service procedures and the terms of this
28 Agreement related thereto, to suspend, discharge, demote or take other disciplinary action and
29 the right to lay off employees; the right to maintain efficiency of operations by determining
30 the method, the means and the personnel by which such operations are conducted and to take
31 whatever actions are reasonable and necessary to carry out the duties of the various

1 departments and divisions.

2
3 In addition to the foregoing, the County reserves the right to make reasonable rules and
4 regulations relating to personnel policy procedures and practices and matters relating to
5 working conditions, giving due regard to the obligations imposed by this Agreement.
6 However, the County reserves total discretion with respect to the function or mission of the
7 various departments and divisions, the budget, organization, or the technology of performing
8 the work. These rights shall not be abridged or modified except as specifically provided for
9 by the terms of this Agreement, nor shall they be exercised for the purpose of frustrating or
10 modifying the terms of this Agreement. But these rights shall not be used for the purpose of
11 discriminating against any employee or for the purpose of discrediting or weakening the
12 Association.

13
14 The County is genuinely interested in maintaining maximum employment for all employees
15 covered by this Agreement consistent with the needs of the County.

16
17 In planning to contract or subcontract work, the County shall give due consideration to the
18 interest of County employees by making every effort to insure that employees with seniority
19 will not be laid off or demoted as a result of work being performed by an outside contractor.

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

25
26 1.05 TRANSFER OF COUNTY FUNCTIONS

27 In the event any department or County function is taken over by another agency, the County
28 will make an effort to ensure that the successor agency hires affected employees and adopts
29 and maintains in force the present wages, hours and conditions of employment to which the
30 affected employees are entitled under the existing bargaining agreement.

1 1.06 WORKING CONDITIONS

2 Appointing authorities agree to meet with the President of the Association or designee and the
3 affected employee in order to discuss all matters regarding working conditions.

4
5 1.07 CONSENT DECREE PROVISION

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

11
12 By the inclusion of the foregoing language, the Milwaukee County Attorneys' Association
13 reserves any and all rights which it may have to seek clarification of the impact of the consent
14 order in Civil Action No. 74-C-374 in the case of Johnnie G. Jones, et al vs. Milwaukee
15 County, et al, in the United States District Court for the Eastern District of Wisconsin and to
16 the extent that the United States District Court for the Eastern District of Wisconsin shall
17 modify the decision in the referenced case, the rights and opportunities of the Association
18 regarding affirmative action shall be modified accordingly.

19
20 PART 2

21
22 2.01 WAGES

- 23 (1) Employees shall advance from one step in the range to the next higher step
24 based upon meritorious performance at each step of at least 2080 straight time
25 hours paid, and upon completion of a performance appraisal by the appointing
26 authority or designee.
- 27 (2) Effective January 1, 2006 employees in the Legal Counsel Child Support I,
28 Legal Counsel Criminal, and Legal Counsel I Adoptions classifications shall
29 be allowed to advance to any and all steps beyond Step 12 in the range based
30 upon meritorious performance at each step of the range of at least 2080 straight
31 time hours paid and upon completion of a performance appraisal by the
32 appointing authority or designee. Employees who have been at Step 12 for at

1 least 2080 hours shall move to Step 13 at the beginning of the pay period
2 following the day and month of the employee's hire date upon completion of a
3 performance appraisal by the appointing authority.

4 (3) The appointing authority may, at his/her discretion, advance an employee more
5 than one step after completing 2080 straight time hours paid for outstanding
6 performance he/she feels is deserving of such advancement as determined by a
7 performance appraisal completed by the appointing authority or designee.

8 (4) All step increases identified in 2.01 (1), (2) and (3) and as provided for in
9 Chapter 17 of the Milwaukee County General Ordinances are eliminated for a
10 twelve (12) month period commencing on June, 1, 2010.

11 (5) Employees may, at the discretion of the appointing authority, be held at their
12 current step or be demoted as much as two steps upon unsatisfactory
13 performance as determined by a performance appraisal completed by the
14 appointing authority or designee.

15 (6) The appointing authority may at the time of hire appoint an individual to any
16 step in the pay range.

17 (7) Except as otherwise provided, pay range 34Z applies to employees in all
18 attorney classifications governed by the WERC certification, including, the
19 classifications of Principal Assistant Corporation Counsel, Assistant Family
20 Court Commissioner, Judicial Court Commissioner, Fulltime Court
21 Commissioner, Probate Court Commissioner, Legal Counsel I Child Support,
22 Legal Counsel Criminal, Legal Counsel Adoptions and Deputy Register in
23 Probate. The wages of the bargaining unit pay range 34Z shall be specified in
24 Appendix 1 attached hereto and incorporated herein by this reference.

25 (8) Pay range 24C applies to employees in the classification of Court Research
26 Coordinator. The wages of the bargaining unit pay range 24C shall be
27 specified in Appendix 1 attached hereto and incorporated herein by this
28 reference.

1 (9) Effective Pay Period One (1) 2011, (December 26, 2010), pay range 28Z is
2 created with the following steps:

<u>Step</u>	<u>Hourly Pay</u>
<u>1</u>	<u>25.93</u>
<u>2</u>	<u>26.27</u>
<u>3</u>	<u>27.52</u>
<u>4</u>	<u>28.74</u>
<u>5</u>	<u>30.13</u>

9 (10) Effective Pay Period One (1) 2011, (December 26, 2010), all positions of
10 Court Researcher Coordinator (pay range 24C), shall be reallocated to pay
11 range 28Z in step four (4), \$28.74 per hour.

12 (11) Effective Pay Period One (1) 2011, (December 26, 2010), Pay Range 24C will
13 be abolished.

14
15 2.02 VACATION

16 (1) Employees shall receive annual leave with pay to serve as vacation in
17 accordance with the following schedule, based upon years of continuous
18 service as defined in Section 17.17(1), C.G.O. Years of service shall include
19 credit for past service earned with Milwaukee County, the State of Wisconsin
20 or any municipality or county within the State of Wisconsin.

21 After one year 80 hours

22 (In the first year of employment, 40 hours may be granted after 1040 hours of
23 employment)

24 After five years 120 hours

25 After ten years 160 hours

26 After 15 years 200 hours

27 After twenty years 240 hours

28 (2) Whenever possible and subject to the approval of the department head,
29 vacation shall be scheduled and holiday assignments made on the basis of
30 seniority.

31 (3) Employees may carry a maximum of one-half of the allotted hours for that year
32 of accrued vacation from one calendar year to the next.

- 1 (3) Whenever it appears in this Agreement, the term "seniority" shall mean the
2 right established as a result of an accumulation of County service to achieve
3 preferential treatment over other bargaining unit employees competing for a
4 specific adjustment relating to hours or conditions of employment.
5

6 2.05 BULLETIN BOARDS

7 The County shall provide a bulletin board for the Association's use for posting notices of
8 Association meetings and elections.
9

10 2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

- 11 (1) Health and Dental Benefits shall be provided for in accordance with the terms and
12 conditions of the current Plan Document and the Group Administrative Agreement
13 for the Milwaukee County Health Insurance Plan or under the terms and conditions
14 of the insurance contracts of those Managed Care Organizations (Health
15 Maintenance Organizations or HMO) approved by the County.
- 16 (2) Eligible employees may choose health benefits for themselves and their
17 dependents under a Preferred Provider Organization (County Health Plan or
18 PPO) or HMO approved by the County.
- 19 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly
20 amount toward the monthly cost of health insurance as described below:
- 21 (a) Effective January of 2009, employees enrolled in the PPO shall pay
22 seventy-five dollars (\$75.00) per month toward the monthly cost of a
23 single plan and one hundred fifty dollars (\$150.00) per month toward
24 the monthly cost of a family plan.
- 25 (b) Employees enrolled in the PPO shall pay ninety dollars (\$90.00) per month
26 toward the monthly cost of a single plan and one hundred eighty dollars
27 (\$180.00) per month toward the monthly cost of a family plan effective
28 following ratification of the 2009-2011 contract and an open enrollment
29 period with a target date of June 1, 2010.
- 30 (c) Effective January of 2011, employees enrolled in the PPO shall pay one
31 hundred ten dollars (\$110.00) per month toward the monthly cost of a single

1 plan and two hundred twenty dollars (\$220.00) per month toward the
2 monthly cost of a family plan.

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

7 (e) Employees enrolled in the HMO shall pay fifty dollars (\$50.00) per month
8 toward the monthly cost of a single plan and one hundred dollars (\$100.00)
9 per month toward the monthly cost of a family plan effective following
10 ratification of the 2009-2011 contract and an open enrollment period with a
11 target date of June 1, 2010.

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

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

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

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

- 1 (4) In the event an employee who has exhausted accumulated sick leave is placed
2 on leave of absence without pay status on account of illness, the County shall
3 continue to pay the monthly cost or premium for the Health Plan chosen by the
4 employee and in force at the time leave of absence without pay status is
5 requested, if any, less the employee contribution during such leave for a period
6 not to exceed one (1) year. The 1-year period of limitation shall begin to run
7 on the first day of the month following that during which the leave of absence
8 begins. An employee must return to work for a period of sixty (60) calendar
9 days with no absences for illness related to the original illness in order for a
10 new 1-year limitation period to commence.
- 11 (5) Where both husband and wife are employed by the County, either the husband
12 or the wife shall be entitled to one family plan. Further, if the husband elects to
13 be the named insured, the wife shall be a dependent under the husband's plan, or
14 if the wife elects to be the named insured, the husband shall be a dependent
15 under the wife's plan. Should neither party make an election the County
16 reserves the right to enroll the less senior employee in the plan of the more
17 senior employee. Should one spouse retire with health insurance coverage at no
18 cost to the retiree, the employed spouse shall continue as a dependent on the
19 retiree's policy, which shall be the dominant policy.
- 20 (6) Coverage of enrolled employees shall be in accordance with the monthly
21 enrollment cycle administered by the County.
- 22 (7) Eligible employees may continue to apply to change their health plan to one of
23 the options available to employees on an annual basis. This open enrollment
24 shall be held at a date to be determined by the County and announced at least
25 forty-five (45) days in advance.
- 26 (8) The County shall have the right to require employees to sign an authorization
27 enabling non-County employees to audit medical and dental records.
28 Information obtained as a result of such audits shall not be released to the
29 County with employee names unless necessary for billing, collection, or
30 payment of claims.
- 31 (9) The County reserves the right to terminate its contracts with its health plans
32 and enter into a contract with any other administrator. The County may

1 terminate its contract with its current health plan administrator and enter into a
2 replacement contract with any other qualified administrator or establish a self-
3 administered plan provided:

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

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

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

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

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

19 (12) Employees hired on and after January 01, 2006 may upon retirement opt to
20 continue their membership in the County Group Health Benefit Program upon
21 payment of the full monthly cost.

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

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

27 (b) The out-of-network deductible shall be four hundred dollars (\$400.00)
28 per insured, per calendar year; one thousand two hundred dollars
29 (\$1,200.00) per family, per calendar year.

30 (c) Following ratification of the 2009-2011 contract and an open
31 enrollment period with a target date of June 1, 2010, the in-network
32 deductible shall be two hundred fifty dollars (\$250.00) per insured, per

1 calendar year; seven hundred fifty dollars (\$750.00) per family, per
2 calendar year.

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

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

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

16 (a) The in-network co-insurance co-payment shall be equal to ten percent
17 (10%) of all charges subject to the applicable out-of-pocket maximum,

18 (b) The out-of-network co-insurance co-payment shall be equal to twenty
19 percent (20%) of all charges subject to the applicable out-of-pocket
20 maximum,

21 (c) Effective following ratification of the 2009-2011 contract and an open
22 enrollment period with a target date of June 1, 2010, the out-of-network
23 co-insurance co-payment shall be equal to thirty percent (30.00%) of all
24 charges subject to the applicable out-of-pocket maximum,

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

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

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

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

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

23 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a
24 fifty dollar (\$50.00) emergency room co-payment in-network or out-of-network.
25 Effective following ratification of the 2009-2011 contract and an open
26 enrollment period with a target date of June 1, 2010, the emergency room co-
27 payment in-network or out-of-network shall increase to one hundred dollars
28 (\$100.00). The co-payment shall be waived if the employee and/or their
29 dependents are admitted directly to the hospital from the emergency room. In-
30 network and out-of-network deductibles and co-insurance percentages apply.

31 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for
32 a thirty (30) day prescription drug supply at a participating pharmacy or a ninety

1 (90) day mail-order prescription drug supply:

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

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

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

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

9 (e) The plan shall determine all management protocols.

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

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

18 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay
19 fifty percent (50%) co-insurance on all durable medical equipment to a
20 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.

21 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay
22 a fifty dollar (\$50.00) emergency room co-payment (facility only). Effective
23 following ratification of the 2009-2011 contract and an open enrollment period
24 with a target date of June 1, 2010, the emergency room co-payment (facility
25 only) shall increase to one hundred dollars (\$100). The co-payment shall be
26 waived if the employee and/or their dependents are admitted to the hospital
27 directly from the emergency room.

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

31 (a) If the employee and the dependent use an in-patient PPO facility,

1 benefits are payable at eighty percent (80%) of the contracted rate for
2 thirty (30) days as long as the PPO approves both the medical necessity
3 and appropriateness of such hospitalization.

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

8 (c) The first two (2) visits of outpatient treatment by network providers will
9 be reimbursed at one hundred percent (100%) with no utilization review
10 required. Up to twenty-five (25) further visits for outpatient treatment
11 when authorized by the PPO, will be reimbursed at ninety-five percent
12 (95%) of the PPO contracted rate. In addition, when authorized by the
13 PPO, up to thirty (30) days per calendar year, per insured, of day
14 treatment or partial hospitalization shall be paid at ninety five percent
15 (95%) of the contracted rate for all authorized stays at PPO facilities.

16 (d) The first fifteen (15) visits of out-patient treatment authorized by the
17 PPO but not provided by a PPO provider shall be paid at fifty percent
18 (50%) of the contracted rate for all medically necessary and appropriate
19 treatment as determined by the PPO. When authorized by the PPO, up to
20 thirty (30) days per calendar year, per insured, of day treatment or partial
21 hospitalization shall be paid at fifty percent (50%) of the contracted rate
22 for all authorized stays at non-PPO facilities.

23 (24) Each calendar year, the County shall pay a cash incentive of five hundred
24 dollars (\$500.00) per contract (single or family plan) to each eligible employee
25 who elects to dis-enroll or not to enroll in a Milwaukee County Health Plan.
26 Any employee who is hired on and after January 1 and who would be eligible to
27 enroll in health insurance under the present County guidelines who chooses not
28 to enroll in a Milwaukee County health plan shall also receive five hundred
29 dollars (\$500.00). Proof of coverage in a non-Milwaukee County group health
30 insurance plan must be provided in order to qualify for the five hundred dollars
31 (\$500.00) payment. Such proof shall consist of a current health enrollment
32 card.

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

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

17 (25) The County shall implement a disease management program. Such program
18 shall be designed to enhance the medical outcome of a chronic illness through
19 education, treatment, and appropriate care. Participation in the program by the
20 patient shall be strictly voluntary, and the patient can determine their individual
21 level of involvement. Chronic illness shall be managed through a variety of
22 interventions, including but not limited to contacts with patient and physician,
23 health assessments, education materials, and referrals. The County shall
24 determine all aspects of the disease management program.

25 (26) The County shall provide a Dental Insurance Plan equal to and no less than is
26 currently available to employees. Each eligible employee enrolled in the
27 Milwaukee County Dental Benefit Plan shall pay two dollars (\$2.00) per month
28 toward the cost of a single plan, or six dollars (\$6.00) per month toward the cost
29 of a family plan. Employees may opt not to enroll in the Dental Plan.
30

1 2.062 LIFE INSURANCE

- 2 (1) The County shall pay the full premium for employee's life insurance coverage
3 based upon earnings to and including the first \$20,000. Life insurance
4 coverage will be in accordance with the provisions of Chapter 62 of the County
5 General Ordinances.
- 6 (2) Employees are eligible to participate in an Optional Life Insurance Program
7 provided in Section 62.08 of the General Ordinances of Milwaukee County,
8 during the annual open enrollment period.

9
10 The entire cost of this additional insurance is borne by the employee. Premium
11 payment shall be made by way of payroll deduction except for periods of
12 unpaid leave. During such periods, in order to maintain coverage pending
13 return to paid status, the employee shall make premium payments directly to
14 the County in the manner prescribed by the County.

15
16 2.07 SEMINAR REIMBURSEMENT

- 17 (1) Milwaukee County agrees to provide seminar reimbursement of six hundred
18 dollars (\$600.00) per year per employee to be used for the payment of
19 registration fees or other reasonable and necessary expenses for courses
20 approved by the Continuing Legal Education Board and related to the
21 employee's work and taken in the current year or the preceding year.
22 Reimbursement of course fees shall be made on a voucher system. Each
23 employee shall account, as may be reasonably required by the County, for the
24 use of any funds from the Employee Continuing Legal Education Account.
25 Effective January 1, 2011, this seminar reimbursement amount will be
26 increased to seven hundred dollars (\$700.00) per year per employee. Should
27 management exercise discretion to purchase an Ultimate Pass product through
28 the State Bar of Wisconsin, the cost of the product will reduce the seminar
29 reimbursement amount available to any affected employee.
- 30 (2) Any unused funds as described in paragraph (1) above may be carried over for
31 use in the subsequent year.
- 32 (3) Any unused portion of the amount contributed annually to each employee's

1 CLE account by the County may be used by the employee for the payment of
2 the costs of periodicals and other publications or payment toward professional
3 association dues related to the employee's work and purchased in the current
4 year or the preceding year. Payment toward such costs shall be made in the
5 pay period following the pay period in which the request for payment is made
6 or as soon thereafter as practical.

- 7 (4) Requests to use the money herein set forth shall be subject to the approval of
8 the Department Head. Such approval shall not be unreasonably denied.
- 9 (5) Upon termination of employment, an employee's right to any unused portion of
10 the funds remaining in the employees' Continuing Legal Education Account
11 shall also terminate. Any unused funds shall revert to the County.
- 12 (6) Employees shall be reimbursed for one hundred percent (100%) of the cost of the
13 minimum required mandatory membership dues in the Wisconsin Bar Association.
14 Effective January 1, 2011, this one hundred percent (100%) reimbursement will
15 include the special assessments that are included in the annual dues statement from
16 the Wisconsin Bar Association.

17
18 2.08 DISCHARGE FOR CAUSE

- 19 (1) Unit members in the exempt service with more than 6 months continuous
20 service shall not be dismissed without "just cause".
- 21 (2) Unit members in the classified service with more than 6 months continuous
22 service shall not be discharged except in accordance with the provisions of s.
23 63.10 Wis. Stats., and the applicable Rules of the Civil Service Commission.
- 24 (3) Written records of verbal reprimands or counseling shall be removed from the
25 employee's personnel file two years from the date the reprimand was issued,
26 provided that the employee has had no disciplinary action for a similar offense.

27
28 2.09 CHANGES IN CLASSIFICATION

- 29 (1) When, in the judgment of the Association, a position or group of positions in
30 the bargaining unit are improperly classified because of changes in the duties
31 or responsibilities, the Association shall submit its recommendations for
32 reclassification in writing to the Director of Human Resources. All requests

1 shall include updated position descriptions, detailed information regarding the
2 duties assigned to the positions, a summary of the change in duties and other
3 pertinent information in a format designated by the Director of Human
4 Resources. The Director of Human Resources shall review the duties assigned
5 to the position as well as any other information provided and submit a
6 recommendation to the Union.

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

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

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

28 (5) Monthly, while a reclassification is pending, the Director of Human Resources
29 shall provide a report to the Personnel Committee which lists all position
30 reclassifications which the Director intends to approve, along with a fiscal note
31 for each. This report shall be distributed to all County Supervisors and placed
32 on the Personnel Committee agenda for informational purposes. If a County

1 Supervisor objects to the decision of the Director of Human Resources within
2 seven working days of receiving this report, the reclassification shall be held in
3 abeyance until resolved by the County Board upon recommendation of the
4 Personnel Committee, and subsequent County Executive action. If no County
5 Supervisor objects, the reclassification shall be implemented the first day of
6 the first pay period following the meeting of the Personnel Committee and in
7 compliance with collective bargaining agreements. In the event the County
8 Board takes no action on a reclassification, after receipt of a recommendation
9 from the Personnel Committee, the reclassification shall be implemented the
10 first day of the first pay period following action by the County Executive or, in
11 the event of a veto, a final County Board action.

12 13 2.10 MILITARY LEAVE

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

23 24 2.11 RETIREMENT SYSTEM

- 25 (1) For employees hired on and after January 1, 1982, the provisions of Chapter
26 2.01.24, Employee Retirement System shall be modified as follows:
- 27 (a) Final average salary means the average annual earnable compensation
28 for five consecutive years of service during which the employee's
29 earnable compensation was the highest or, if he should have less than
30 five years of service, then his average annual earnable compensation
31 during such period of service. Effective December 22, 2002 (Pay
32 Period one of 2003), the word "five" in the preceding sentence shall be

- 1 replaced with “three”.
- 2 (b) An employee who meets the requirements for a normal pension shall
3 receive an amount equal to 1-1/2% of his final average salary
4 multiplied by the number of years of service.
- 5 (c) All pension service credit earned on and after January 1, 2001 shall be
6 credited in an amount equal to 2% of the employee’s final average
7 salary. For each year of service credit earned after January 1, 2001,
8 eight (8) years of service credit earned prior to January 1, 2001 shall be
9 credited at 2% of the employee’s final average salary. Said credit shall
10 be awarded on a daily basis.
- 11 (d) Any employee whose last period of continuous membership began on
12 or after January 1, 1982, shall not be eligible for a deferred vested
13 pension if his employment is terminated prior to his completion of five
14 (5) years of service.
- 15 (2) Retention Incentive Bonus. Members of the system whose membership began
16 prior to January 1, 1982, and as of January 1, 2001, are either actively
17 employed or on an approved leave of absence, shall have their final average
18 salary increased by a bonus of 7.5% for each year of pension service credit
19 earned after January 1, 2001. Said bonus shall be credited on a daily basis and
20 the maximum bonus which can be added to an eligible member’s final average
21 salary shall not exceed 25%. This provision shall not apply to a member of the
22 employee’s Retirement System who became a member of the system prior to
23 January 1, 1982, and as of January 1, 2001 is either for a deferred vested
24 benefit under 201.24 (4.5) or is receiving a pension benefit, unless such
25 member returns to active County employment on or after January 1, 2001 and
26 is eligible to earn additional pension service credit.
- 27 (3) For employees who retire after January 1, 1986 overtime shall not be included
28 in the computation of final average salary.
- 29 (4) A member of the retirement system shall be eligible for an accidental
30 disability pension pursuant to Milwaukee County Ordinances.
- 31 (5) Veterans Service Credit. Employees retiring on or after November 22, 1989
32 shall be entitled to pension service credit for military service under Section

1 2.01.24 II(10) of the Employees Retirement System as amended by the County
2 Board of Supervisors through File #85-583(a) notwithstanding the effective
3 date indicated in the amendment.

4 (6) Members who retire on or after January 1, 2001 and whose membership in the
5 Employees' Retirement System began before January 1, 2006 shall be eligible for a
6 normal pension when the age of the member when added to his/her years of service
7 equals 75, but this provision shall not apply to any member eligible for a deferred
8 vested retirement benefit under 4.5 Chapter 201, Employees' Retirement System of
9 the County of Milwaukee. Nor shall this provision apply to any employee whose
10 membership in the Employees' Retirement System began on or after January 1,
11 2006.

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

17 (8) For all employees who became members of the employees retirement system after
18 January 1, 1971, all pension service credit earned on and after June 1, 2010, shall
19 be credited in an amount equal to 1.6% of the member's final average salary, who
20 at the time the service credit is earned, is covered by the terms of this agreement.

21 (9) An employee whose initial membership in the retirement system began on or after
22 January 1, 2010 and began while covered by the terms of this agreement shall be
23 eligible for a normal pension if his employment is terminated on or after he has
24 attained age fifty-five (55) and has completed thirty (30) years of service, or if his
25 employment is terminated on or after he has attained age sixty-four (64).

26
27
28 2.111 BACK DROP PENSION BENEFIT

29 The provisions of this section shall apply to any employee whose application to retire is
30 effective after January 1, 2001 and whose membership in the Employees' Retirement System
31 began before January 1, 2006; but shall not apply to any member of the Employee Retirement
32 System who is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this

1 provision apply to any employee whose membership in the Employees' Retirement System
2 began on or after January 1, 2006. Upon retirement, an eligible employee may opt for a "back
3 drop" pension benefit as follows:

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

12 (2) The total amount of the "monthly drop benefit" payments the employee would
13 have received (plus the annual 2% pension increase) between the "back drop
14 date" and the date the employee is removed from the County payroll due to
15 actual retirement (after exhausting all allowable accrued time balances as
16 documented by an ETCR form excluding sick allowance payments under sec.
17 2.12), plus interest earnings compounded on a monthly basis equal to the
18 pension fund rate of return used by the ERS actuary for computing the
19 County's annual contribution to the system, shall be referred to as the "total
20 drop benefit".

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

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

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

28 (4) The standard pension options shall be available to an employee who opts for a
29 "back drop benefit", and the retention incentives incorporated into the pension
30 benefit effective January 1, 2001 shall be included when calculating the
31 "monthly drop benefit".

32

1 2.115 CORPORATE TRANSIT PASS PROGRAM

2 Upon implementation of the Corporate Transit Pass Program by Milwaukee County,
3 Milwaukee County agrees to offer the program to the members of the Association. The
4 program would provide the best value transit pass available through Milwaukee County.
5

6 2.12 SICK ALLOWANCE PAY OUT UPON RETIREMENT

7 (1) At the time of retirement employees who became members of the
8 Employees Retirement System prior to January 1, 2006 shall receive
9 full payment for all accrued sick allowance hours earned before
10 November 4, 2005. Twenty-five percent (25%) of any remaining
11 accrued sick allowance hours earned on and after November 4, 2005
12 shall be paid out at the employee's final hourly rate of pay. For
13 calculation purposes, sick leave earned before November 4, 2005 shall
14 be used prior to sick leave earned on and after November 4, 2005 for all
15 hours of sick leave used prior to retirement. Such payment shall be
16 made in a lump sum, and shall not be included in the calculation of the
17 employee's final average salary for pension calculation purposes. Nor
18 shall pension service credit be granted in connection with the lump sum
19 payment. The payment shall have no effect on the employee's
20 retirement date. If permissible under IRS provisions, such payment
21 shall be placed in a "back drop account" in the Employees' Retirement
22 System whether or not the employee exercises an option under sec.
23 2.111. The provisions of this section shall not apply to an employee
24 who is eligible for a deferred retirement benefit under Section 4.5 of
25 201.24 of the Employees' Retirement System.

26 (2) Employees who became members of the Employees Retirement System on or
27 after January 1, 2006 shall have the full value of their accrued sick allowance
28 at the time of retirement (total hours accrued times the hourly rate at the time
29 of retirement) credited toward the cost of health insurance after retirement.
30 When the amount credited is exhausted, the employee or eligible beneficiary,
31 may opt to continue his/her membership in the County Group Health Benefit
32 Program upon payment of the full monthly cost. The provisions of this section

1 shall not apply to a member of the system who is eligible for a deferred
2 retirement benefit under section 4.5 of 201.24 of the Employees' Retirement
3 System.
4

5 2.13 LEAVES OF ABSENCE WITHOUT PAY

- 6 (1) Bargaining unit employees in the classified and exempt service may be granted
7 leave of absence without pay upon request during the first six (6) months
8 following the birth or adoption of a child, not to exceed six (6) months. Such
9 leave shall not be unreasonably denied. In the event that a medical disability
10 leave was granted immediately prior to the request for a leave without pay due
11 to parenting, the total combined leaves, including the disability leave, shall not
12 exceed six (6) months.
- 13 (2) Leaves of absence without pay not exceeding 30 calendar days shall be granted
14 for any good reason to any bargaining unit employee upon request with the
15 approval of the employee's department head or appointing authority after said
16 employee has exhausted all of his/her accrued time (i.e. compensatory,
17 holiday, vacation and sick leave for medical leaves of absence). Such leave
18 shall not be unreasonably denied. Employees shall return to their former
19 classification upon return from such leave.
- 20 (3) Leaves of absence without pay in excess of 30 days may be granted in the
21 same manner and for the same reason set forth in Rule VIII, Section 2, of the
22 Rules of the Civil Service Commission. Such leave shall not be unreasonably
23 denied.
- 24 (4) Employees returning from an approved leave of absence without pay for six
25 months or less shall return to their former classification from which the leave
26 was granted. After an approved leave of absence without pay of 6 months or
27 more, employees shall be returned to their former classification if a vacant
28 position authorized to be filled exists. If not, the County will make every
29 reasonable effort to place such employee in another vacant position authorized
30 to be filled within the same classification in the County service. If no such
31 vacancy exists, the employee shall be placed on the reinstatement list for that
32 classification.

1 (5) Failure to return from leave of absence upon the expiration of such leave shall
2 be considered a resignation in absentia, and shall terminate any and all rights to
3 reinstatement.
4

5 2.14 INJURY OR ILLNESS IN LINE OF DUTY

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

11 2.15 HOLIDAYS

12 In addition to the holidays set forth in Chapter 17.17(2) C.G.O., the third Monday of January
13 shall be observed as a minor holiday in commemoration of the birth of Martin Luther King,
14 Jr., and the Friday following Thanksgiving shall be observed as a minor holiday.
15

16 To qualify for any paid holiday employees must work or be in pay status on the last scheduled
17 work day immediately preceding and the first scheduled work day immediately following the
18 holiday.
19

20 2.16 DEFERRED COMPENSATION

21 Bargaining unit employees shall be permitted to participate in Milwaukee County's Deferred
22 Compensation Program. Milwaukee County reserves the unilateral right to select the Plan
23 Administrator and/or change the Plan Administration.
24

25 2.17 DEPENDENT CARE VOUCHERS

26 Effective January, 1990 the parties agree to implement a dependent care voucher system
27 which is a salary reduction program for the purpose of paying work related dependent care
28 costs via a voucher program administered by a third party of the County's choosing. Such a
29 program shall be conducted in accordance with State and Federal regulations
30

31 2.18 AMERICANS WITH DISABILITIES LAW

32 The County and the Union agree that the County will take all appropriate action necessary to

1 comply with the Americans with Disabilities Law.

2
3 2.19 DIRECT PAYROLL DEPOSIT

4 Effective as soon as administratively practicable after the execution of this agreement all
5 employees in the bargaining unit shall utilize The Milwaukee County Direct Deposit Program.

6
7 PART 3

8
9 3.01 GRIEVANCE PROCEDURE

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

16 (2) REPRESENTATIVES - An employee may choose to be represented at any
17 step in the procedure by Union representatives (not to exceed 1).

18 (3) TIME OF HANDLING - Whenever possible, grievances will be handled after
19 the regularly scheduled working hours of the parties involved.

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

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

- 1 (6) FORMS - There are two separate forms used in processing a grievance:
2 (a) Grievance Initiation Form;
3 (b) Grievance Disposition Form
- 4 (7) Procedures To Be Followed When Initiating A Written Grievance Initiation
5 Form:
6 (a) The employee with his/her Union representative shall cite the rule,
7 regulation or contract provision that was alleged to have been violated
8 at the first step of the grievance procedure.
9 (b) The employee with his/her Union representative shall in writing
10 provide his/her immediate supervisor designated to hear grievances an
11 explanation as to when, where, what, who and why the employee
12 believes that his/her contractual rights have allegedly been violated.
13 The written Grievance Initiation Form shall contain the date or time
14 that the employee alleges that his/her contractual rights have been
15 violated.
16 (c) The employee with his/her Union representative shall detail, in writing,
17 the relief the employee is requesting.
18 (d) If more space is required than is provided for on the written Grievance
19 Initiation Form in order to comply with the provisions of this section,
20 the employee shall be permitted to submit written attachments to said
21 form.
22 (e) The written Grievance Initiation Form shall be prepared by the
23 employee with his/her Union representative in a manner that is neat,
24 clear, and discernible.
25 (f) If the employee with his/her Union representative fails to follow
26 Section 3.01 (6) 1, 2, 3, 4, and 5 the employee's immediate supervisor
27 designated to hear grievances may return the written Grievance
28 Initiation Form to the employee for corrections. If the grievant fails to
29 make corrections within three working days, the grievance shall not be
30 processed and shall be considered withdrawn.
31 (g) These procedures are to assist the employee, the Union and
32 management in the resolution of grievances at the lowest level of the

1 grievance procedure. It is understood by the parties that should a
2 dispute arise as to the intent of this section, the Union and the Director
3 of the Department of Labor Relations, or designee will meet to discuss
4 the dispute and resolve it to the mutual satisfaction of both parties.

5 (8) STEPS IN THE PROCEDURE

6 (a) STEP 1

- 7 1. The employee with his/her representative, will explain his
8 grievance verbally to the employee's immediate supervisor
9 designated to respond to employee grievances.
- 10 2. The employee's immediate supervisor designated to receive
11 grievances, shall within five working days verbally inform the
12 employee of his/her decision on the grievance presented.

13 (b) STEP 2

- 14 1. If the grievance is not settled at the first step, the employee with
15 his/her Union representative shall prepare in writing the
16 Grievance Initiation Form and shall serve it upon the person
17 designated to receive grievances and shall present such form to
18 the supervisor designated in Step 1 to initial as confirmation of
19 his/her verbal response.

20 (a) The employee with his/her Union representative shall
21 fill out the written Grievance Initiation Form pursuant to
22 Section 3.01 (6)(c) 1,2,3,4,5,6, and 7 of this Agreement.

- 23 2. The employee with his/her Union representative after receiving
24 confirmation shall forward the grievance to his/her appointing
25 authority or the person designated by him/her to receive
26 grievances within fifteen (15) working days of the verbal
27 decision.
- 28 3. The person designated in Step 2, Par. 2, will schedule a hearing
29 with the person concerned, and within fifteen (15) days from
30 date of service of the written Grievance Initiation Form, the
31 Hearing Officer shall inform the aggrieved employee and the
32 Union in writing of his/her decision.
- 33 4. The second step of the grievance procedure may be waived by

1 mutual consent of the Union and the Director of Labor Relations.
2 If the grievance is not resolved at Step 2 as provided, the Union
3 shall appeal such grievance within thirty (30) days from the date
4 of the second step Grievance Disposition to Step 3.

5 (c) STEP 3

- 6 1. The Director of Labor Relations or designee shall attempt to
7 resolve all grievances timely appealed to the third step. The
8 Director of Labor Relations or designee shall respond in writing
9 to the Union within 30 working days from the date of receipt by
10 the Director of Labor Relations of the Step 2 appeal.
- 11 2. In the event the Director of Labor Relations or designee and the
12 Union mutually agree to a resolution of the dispute, it shall be
13 reduced to writing and become binding upon all parties.
- 14 3. The Step 3 of the grievance procedure shall be limited to the
15 Director of Labor Relations or designee and a representative of
16 the Union and representatives of the appropriate appointing
17 authority involved in each dispute. The number of
18 representatives at any Step 3 hearing may be modified by mutual
19 consent of the parties.
- 20 4. The Director of Labor Relations or designee shall have the
21 unilateral authority to modify any grievance disposition
22 rendered in Step 1 and/or Step 2.

23 (9) No grievance shall be initiated after the expiration of 60 calendar days from the
24 date of the grievable event and a grievance shall be considered settled after one
25 year from initiation unless it is pending disposition of an arbitrator.

26 (10) Representation at hearings on group grievances shall be limited to one
27 employee from among the group.

- 1 (11) At each successive step of the grievance procedure, the subject matter treated
2 and the grievance disposition shall be limited to the precise issues arising out
3 of the original grievance as filed.
- 4 (12) In those cases the grievance shall not be resolved in a manner inconsistent with
5 the existing collective bargaining agreement.
- 6 (13) A copy of all grievance dispositions shall be promptly forwarded to the Union.
- 7 (14) The Union shall, in writing, notify the Director of Labor Relations or designee
8 not less than forty-eight (48) hours prior to the arbitration hearing of the names
9 of the employees the Union wishes to have released for the arbitration hearing.
10 The release of said employees shall be subject to review by the Director of
11 Labor Relations or his/her designee. The release of employees shall not be
12 unreasonably denied.

13

14 3.011 ARBITRATION PROCEDURE

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

- 1 (5) For the purposes of brevity, the term "arbitrator" shall refer either to a single
2 arbitrator or a panel of arbitrators, as the case may be.
- 3 (6) The following subjects shall not be submitted to arbitration:
4 (a) The statutory or charter obligations which by law are delegated to the
5 Milwaukee County Board of Supervisors.
6 (b) Disputes or differences regarding the classification of positions and the
7 elimination or creation of positions.
- 8 (7) No issue shall be the subject to arbitration unless the issue results from an
9 action or occurrence which takes place following the execution of this
10 Agreement.
- 11 (8) The arbitrator selected shall hold a hearing at a time and place convenient to
12 the parties within 30 working days of the notification of selection, unless
13 otherwise mutually agreed upon by the parties. Witnesses may be called. The
14 arbitrator shall determine whether or not the dispute is arbitrable, under the
15 express terms of this Agreement. Once it is determined that a dispute is
16 arbitrable, the arbitrator shall proceed in accordance with this section to
17 determine the merits of the dispute submitted to arbitration.
- 18 (9) No award of any arbitrator may be retroactive for a period greater than 130
19 working days prior to the formal request for arbitration as herein provided, nor
20 shall it cover or include any period prior to the date of execution of this
21 Agreement.
- 22 (10) The arbitrator shall neither add to, detract from, nor modify the language of this
23 Agreement in arriving at a determination of any issue presented that is proper
24 for arbitration within the limitations expressed herein. The arbitrator shall have
25 no authority to grant wage increases or wage decreases.
- 26 (11) The arbitrator shall expressly be confined to the precise written issue submitted
27 for arbitration and shall not submit declarations of opinion which are not
28 essential in reaching the determination of the question submitted unless
29 requested to do so by the parties. It is contemplated by the parties that the
30 arbitrator shall issue his award within sixty (60) days after the hearing unless
31 the parties to this Agreement shall extend the period in writing by mutual
32 consent.
- 33 (12) All expenses involved in the arbitration proceeding shall be borne equally by

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

- 4 (13) The decision of the arbitrator when filed with the parties shall be binding on
5 both parties.

6
7 3.012 SELECTION OF ARBITRATOR

- 8 (1) To assist in the resolution of disputes arising under the terms of the Agreement
9 and in order to resolve such disputes, the parties agree to petition the
10 Wisconsin Employment Relations Commission to appoint an arbitrator from
11 their staff to resolve all disputes arising between the parties.

12
13 (2) HEARINGS

- 14 (a) The arbitrator shall have the authority upon referral of a grievance to
15 investigate such grievance in such manner as in his judgment will
16 apprise him of all of the facts and circumstances giving rise to such
17 grievance to enable him to reach a decision. The arbitrator shall have
18 the authority to conduct hearings and to request the presence of
19 witnesses. At such hearings both the County and the Union may be
20 represented by counsel and may call witnesses to testify in their behalf.
21 Either party may request that a transcript of the proceedings be made.
22 Any expenses incurred for witness fees or for the cost of the reporter
23 and the preparation of transcript shall be borne by the party requesting
24 the same, unless the parties by mutual agreement consent to share such
25 costs. The fees of the arbitrator shall be divided equally between the
26 parties. The arbitrator shall complete his investigation within a
27 reasonable period of time and file his decision and the reasons therefor
28 in writing with the Department of Labor Relations.

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

1 (c) Any time prior to the filing of the arbitrator's award with the
2 Department of Labor Relations, either party may petition the arbitrator
3 to reopen the record for the purpose of presenting additional evidence.

4 (3) INTERPRETATION OF AGREEMENT - Any dispute arising between the
5 parties out of the interpretation of the provisions of the Agreement shall be
6 discussed by the Union with the Department of Labor Relations. If such
7 dispute cannot be resolved between the parties in this manner, either party shall
8 have the right to refer the dispute to the arbitrator who shall proceed in the
9 manner prescribed in par. (2)(a), except as hereinafter provided. The parties
10 may stipulate to the issues submitted to the arbitrator and shall present to such
11 arbitrator, either orally or in writing, their respective positions with regard to
12 the issues in dispute. The arbitrator shall be limited in his deliberations and
13 decision to the issues so defined. The decision of the arbitrator shall be filed
14 with the Department of Labor Relations.

15 (4) ARBITRATOR'S AUTHORITY - The arbitrator in all proceedings outlined
16 above shall neither add to, detract from, nor modify the language of any Civil
17 Service rule or resolution or ordinance of the Milwaukee County Board of
18 Supervisors, nor revise any language of this Agreement. The arbitrator shall
19 confine himself to the precise issue submitted.

20 (5) FINAL AND BINDING - The decision of the arbitrator when filed with the
21 parties shall be binding on both parties.

22
23 3.02 FAIR SHARE AGREEMENT

24 (1) Each pay period during the term of this Agreement, unless otherwise
25 terminated as hereinafter provided, the employer shall deduct from the
26 biweekly earnings of the employees specified herein an amount equal to such
27 employee's proportionate share of the cost of the collective bargaining process
28 and contract administration, and pay such amount to the treasurer of the
29 certified bargaining representative of such employee within 10 days after such
30 deduction is made, provided:

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

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

3 (b) Such deduction shall be made and forwarded to the treasurer of the
4 certified bargaining representative from the biweekly earnings of new
5 bargaining unit employees in the first pay period following the
6 completion of each such employee's probationary period.

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, it is agreed as follows:

10 (d) Effective January 1, 1994 the Association agrees to pay \$5.00 per
11 average member per year to the County for such service. Such
12 payment shall be increased to \$7.50 effective January 1, 1996. Such
13 payment shall be made to the County no later than January 31 of the
14 calendar year following the payroll year for which the deductions were
15 taken.

16 1. That prior to the implementation of the Agreement, the
17 Association of Milwaukee County Attorneys shall submit to the
18 County a schedule of monthly dues uniformly levied.

19 2. Any increase in dues or fair share amounts to be deducted shall
20 be certified by the Association at least 15 days before the start
21 of the pay period the increased deduction is to be effected. The
22 Association shall request no more than two changes in the dues
23 or fair share structure in any calendar year. Prior to
24 implementation, the Association shall consult with the Payroll
25 Department Supervisor to insure that the proposed
26 modifications are compatible with current computer capacity
27 and programming. The County shall not be required to
28 implement any change in the dues or fair share structure which
29 does not meet these criteria.

30 3. The Association agrees that no funds collected from non-
31 members under this fair share agreement will be allocated for,
32 or devoted directly or indirectly to, the advancement of the

1 determination results in an order or judgment against Milwaukee County
2 requiring that it repay to the challenging party such sums as have been
3 deducted from their earnings in accordance with the provisions hereof, the
4 Association agrees to indemnify the County in full, including any and all costs
5 or interest which may be a part of such order or judgment, for all sums for
6 which the County has been determined to be liable.

- 7 (5) During the pendency of any action brought challenging the provisions of this
8 fair share agreement or the right of the Association and the County to enter
9 into such an agreement, all sums which the County has agreed to deduct from
10 the earnings of employees covered by the agreement and transmit to the
11 treasurer of the Association, except sums deducted pursuant to voluntary
12 checkoff cards on file with the employer, shall be placed in trust pending the
13 ultimate disposition of such action. In the event the outcome of such action
14 favors the continuance of the fair share agreement, the monies held in trust,
15 together with the interest earned thereon, shall be paid to the Association upon
16 entry of judgment in such action.

17
18 PART 4

19
20 4.01 ENTIRE AGREEMENT

- 21 (1) The foregoing constitutes the entire Agreement between the parties and by
22 which the parties intend to be bound and no verbal statement shall supersede
23 any of its provisions. All existing ordinances and resolutions of the
24 Milwaukee County Board of Supervisors affecting wages, hours and
25 conditions of employment not inconsistent with this Agreement are
26 incorporated herein by reference as though fully set forth. To the extent that
27 the provisions of this Agreement are in conflict with existing ordinances or
28 resolutions, such ordinances and resolutions shall be modified to reflect the
29 agreements herein contained.
- 30 (2) All agreements herein contained shall remain in full force and effect during the
31 term of this Agreement and any extensions thereof to which the parties
32 mutually agree. In the event this Agreement expires in accordance with the

1 provision of Sec. 1.03 and is not mutually extended by agreement of the
2 parties, the obligations herein contained shall cease and be of no further force
3 or effect.

4
5 4.03 SAVING CLAUSE

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

11
12 4.04 COLLATERAL AGREEMENTS

13 This provision provides a method regarding the manner and extent of Union participation in
14 resolving problems which do not come under the provisions of the Agreement or the
15 grievance procedure. Agreements of this type will be entered into only by the President of the
16 Local.

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

25
26 Management and the Union will keep each other apprised of the names of officials and
27 administrators who may be involved in the procedure outlined.

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

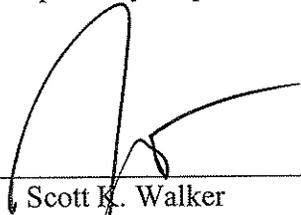
31
32 All collateral agreements shall be executed by the appropriate County official and authorized
33 and signed by the Director of Labor Relations.

Dated at Milwaukee, Wisconsin, this 7th day of June, 2010
(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

ASSOCIATION OF MILWAUKEE
COUNTY ATTORNEYS

COUNTY OF MILWAUKEE,
a municipal body corporate

BY 
David Pruhs
President

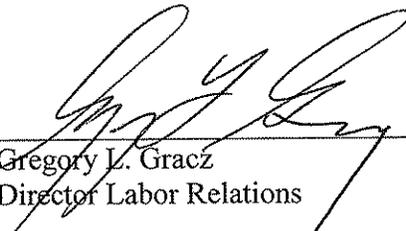
BY 
Scott K. Walker
County Executive

BY _____

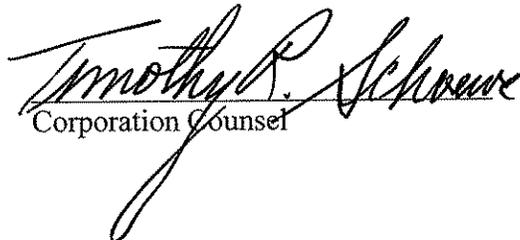
BY 
Joseph J. Czarnecki
County Clerk

IN PRESENCE OF:

IN PRESENCE OF:


Gregory L. Gracz
Director Labor Relations

APPROVED FOR EXECUTION


Timothy R. Schrewe
Corporation Counsel

Appendix 1
 2009-2011 Association of Milwaukee County
 Attorneys Wage Rates
 (for informational purposes only)
 Page 1 of 1

Effective January 1, 2009
 (Will be abolished effective December 26, 2010)

Pay Range 24C

Step	Hourly	Biweekly	Annual
01	\$23.7460	\$1,899.68	\$49,391.68
02	\$24.6185	\$1,969.48	\$51,206.48
03	\$25.4912	\$2,039.30	\$53,021.70
04	\$26.6449	\$2,131.59	\$55,421.39

Effective December 26, 2010

Pay Range 28Z

Step	Hourly	Biweekly	Annual
01	\$25.9300	\$2,074.40	\$53,934.40
02	\$26.2700	\$2,101.60	\$54,641.60
03	\$27.5200	\$2,201.60	\$57,241.60
04	\$28.7400	\$2,299.20	\$59,779.20
05	\$30.1300	\$2,410.40	\$62,670.40

Effective January 1, 2009

Pay Range 34Z

Step	Hourly	Biweekly	Annual
01	\$22.0958	\$1,767.66	\$45,959.26
02	\$24.5253	\$1,962.02	\$51,012.62
03	\$27.0361	\$2,162.89	\$56,235.09
04	\$28.9173	\$2,313.38	\$60,147.98
05	\$30.9296	\$2,474.37	\$64,333.57
06	\$33.0820	\$2,646.56	\$68,810.56
07	\$34.8989	\$2,791.91	\$72,589.71
08	\$37.8468	\$3,027.74	\$78,721.34
09	\$40.4801	\$3,238.41	\$84,198.61
10	\$42.4481	\$3,395.85	\$88,292.05
11	\$45.1547	\$3,612.38	\$93,921.78
12	\$47.8640	\$3,829.12	\$99,557.12
13	\$50.7357	\$4,058.86	\$105,530.26
14	\$53.7800	\$4,302.40	\$111,862.40



Milwaukee County

Department of Labor Relations

Gregory L. Gracz, Director

Milwaukee County Courthouse
Labor Relations, Rm. 210
901 N. 9th St.
Milwaukee, WI 53233

Telephone: (414) 278-4852
Fax: (414) 223-1930

Side Letter

This is a side letter agreement between the Association of Milwaukee County Attorneys and Milwaukee County. The purpose of this letter is to set forth certain understandings not expressed in the recently agreed to Memorandum of Agreement for 2009-2011.

The parties agree that in the event any other group of Milwaukee County employees (excluding those employees represented by the Building Trades and FNHP), receives a wage increase for 2011, the parties may reopen collective bargaining on the existing labor agreement on the sole topic of wages for 2011.

The parties further agree that the ten (10) additional furlough days approved by the Milwaukee County Executive and County Board for 2010 shall be rescinded. The twelve (12) furlough days included in the adopted 2010 Milwaukee County remain in full force and effect.

The parties further agree that there shall be no layoffs of bargaining unit employees in 2010 unless the funding source for such employees is diminished by actions of the state and/or federal government.

Finally, the parties agree that in the event collective bargaining agreements or arbitration decisions covering a majority of represented Milwaukee County employees include pension modifications that are not in agreement with the provisions of Org. Unit 1972, revisions to these ordinances shall be drafted within ninety (90) days to match those settled or arbitrated pension modifications, subject to approval by the County Board and County Executive.

Execution of this Side Letter by the respective signers, below, represents that each of them is authorized to both execute this Letter and commit their respective principals.



David Pruhs Date 6-3-10
President
Association of Milwaukee County Attorneys



Gregory L. Gracz Date 6-7-10
Director of Labor Relations