

EXECUTED

**2009-2011
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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2009-2011
AGREEMENT
between
COUNTY OF MILWAUKEE
and
MILWAUKEE BUILDING & CONSTRUCTION TRADES COUNCIL
AFL-CIO

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 Milwaukee Building and Construction Trades Council, AFL-CIO, as representatives of employees who are employed by the County of Milwaukee, hereinafter referred to as "Council",

W I T N E S S E T H

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

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize, and herewith does recognize, Milwaukee Building & Construction Trades Council, AFL-CIO, 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 Case LV, No. 16954, ME-960, Decision No. 12098.

1.02 EMPLOYEE DEFINED

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

1 1.03 DURATION OF AGREEMENT

2 This Agreement is to take effect on January 1, 2009. Unless otherwise modified or extended by
3 mutual agreement of the parties, this Agreement shall expire on December 31, 2011.

4
5 1.04 MANAGEMENT RIGHTS

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

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

13 1.06 AMERICANS WITH DISABILITIES LAW

14 The County and the Council agree that the County will take all appropriate action necessary to
15 comply with the Americans with Disabilities law.
16

17 PART 2
18

19 2.01 WAGES

20 Rates paid to skilled tradesmen in all classifications shall be as follows:

- 21 (1) The wage rate for each bargaining unit classification shall be 96% of the
22 outside rate in effect in the private sector.
- 23 (2) If, during the term of this Agreement, the distribution of total money
24 settlements in the industry between wage and fringe benefits results in a
25 base wage different from that used in the determination of rates for
26 bargaining unit employees, such modified distribution shall be made
27 known to the County by the Union. Thereafter, appropriate adjustments
28 shall be made to the bargaining unit rate, effective the same day such
29 modifications become effective in the industry.
- 30 (3) PAINTER'S WAGE RATE - A Painter shall be paid (\$.75) seventy-five cents per
31 hour more than the hourly wage rate when Spraying or Sandblasting. A Painter

1 shall be paid (\$.35) thirty-five cents per hour more than the hourly wage rate, for
2 all hours when so assigned, to perform drywall, taping, and finishing.

3
4 2.02 OVERTIME

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

15
16 2.03 SHIFT DIFFERENTIAL

- 17 (1) Effective the first pay period after ratification all employees, except those
18 specifically enumerated in sec. 17.14(6), C.G.O., where applicable, shall receive a
19 shift differential of 35 cents per hour for all hours worked during shifts beginning
20 at or after 2:30 p.m. and ending at or before 7:15 a.m.; and employees whose
21 shifts do not begin or end as indicated above shall be paid 35 cents per hour for all
22 hours worked between 6 p.m. and 7 a.m. Shift premium, when earned, shall be
23 added to the employee's regular rate for purposes of determining overtime
24 compensation.
- 25 (2) Employees required to work a half day on Saturday shall be permitted to work a
26 full 40-hour week Monday through Friday and will be paid for Saturday work on
27 an overtime basis where such work is in excess of 40 hours for the week.

28
29 2.04 WEEKEND DIFFERENTIAL Employees shall be paid a weekend differential of 30
30 cents per hour for all hours worked between 6:30 a.m. Saturday and 7:15 a.m. Monday.

1 2.05 LIFE INSURANCE

- 2 (1) The County shall provide basic Group Life Insurance coverage in accordance
3 with Chapter 62 of the County Ordinances.
- 4 (2) (a) The amount of basic insurance coverage for each eligible employee shall be
5 set annually on the basis of the rate for the position and step in the pay range,
6 paid as of the first payroll period of the year in which revised salaries
7 become effective and rounded to the next highest thousand dollars, provided
8 however, that when the employee attains age 65 the coverage shall be
9 reduced pursuant to the formula contained in Chapter 62.
- 10 (b) In the case of an employee becoming eligible during a calendar year, the
11 rate paid at the date of eligibility shall determine the amount of the
12 insurance.
- 13 (c) For an employee with an assigned work week less than 40 hours, the
14 amount of the insurance shall be prorated.
- 15 (3) The County shall pay the full premium:
- 16 (a) For the first \$25,000 of basic coverage for eligible employees.
- 17 (b) For basic coverage in full in case of a retirement for disability.
- 18 (c) After attainment of age 65 as provided in Chapter 62.
- 19 (d) While an employee is on an approved leave-of-absence for military
20 service, but not to exceed a period of two years from date of entry into
21 service.
- 22 (4) The premium shall be shared by the County and the employee for basic coverage
23 above the first \$25,000 pursuant to the formula contained in Chapter 62:
- 24 (a) Through payroll deductions while the employee is employed by the
25 County.
- 26 (b) In the event an employee who has exhausted accumulated sick leave is
27 placed on a leave of absence without pay status on account of illness, the
28 employee shall continue to pay the shared premium during such leave for
29 a period not to exceed one year. The one-year period of limitation shall
30 begin to run on the first day of the month following that during which the
31 leave of absence begins. An employee must return to work for a period of

1 sixty (60) calendar days without absences for illness related to the original
2 illness in order for a new 1-year limitation period to commence.

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

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

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

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

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

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

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

28
29 2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

30 (1) Health and Dental Benefits shall be provided for in accordance with the terms and
31 conditions of the current Plan Document and the Group Administrative
32 Agreement for the Milwaukee County Health Insurance Plan or under the terms

1 and conditions of the insurance contracts of those Managed Care Organizations
2 (Health Maintenance Organizations or HMO) approved by the County.

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

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

8 (a) Effective January of 2009, employees enrolled in the PPO shall pay
9 seventy-five dollars (\$75.00) per month toward the monthly cost of a
10 single plan and one hundred fifty dollars (\$150.00) per month toward the
11 monthly cost of a family plan.

12 (b) Effective January of 2010, employees enrolled in the PPO shall pay ninety
13 dollars (\$90.00) per month toward the monthly cost of a single plan and
14 one hundred eighty dollars (\$180.00) per month toward the monthly cost
15 of a family plan.

16 (c) Effective January of 2011, employees enrolled in the PPO shall pay one
17 hundred ten dollars (\$110.00) per month toward the monthly cost of a
18 single plan and two hundred twenty dollars (\$220.00) per month toward
19 the monthly cost of a family plan.

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

24 (e) Effective January of 2010, employees enrolled in the HMO shall pay fifty
25 dollars (\$50.00) per month toward the monthly cost of a single plan and
26 one hundred dollars (\$100.00) per month toward the monthly cost of a
27 family plan.

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

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

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

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

18 (4) In the event an employee who has exhausted accumulated sick leave is placed on
19 leave of absence without pay status on account of illness, the County shall
20 continue to pay the monthly cost or premium for the Health Plan chosen by the
21 employee and in force at the time leave of absence without pay status is
22 requested, if any, less the employee contribution during such leave for a period
23 not to exceed one (1) year. The 1-year period of limitation shall begin to run on
24 the first day of the month following that during which the leave of absence
25 begins. An employee must return to work for a period of sixty (60) calendar
26 days with no absences for illness related to the original illness in order for a new
27 1-year limitation period to commence.

28 (5) Where both husband and wife are employed by the County, either the husband
29 or the wife shall be entitled to one family plan. Further, if the husband elects to
30 be the named insured, the wife shall be a dependent under the husband's plan, or
31 if the wife elects to be the named insured, the husband shall be a dependent
32 under the wife's plan. Should neither party make an election the County reserves

1 the right to enroll the less senior employee in the plan of the more senior
2 employee.

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

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

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

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

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

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

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

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

- 1 (11) Upon the death of any retiree, only those survivors eligible for health insurance
2 benefits prior to such retiree's death shall retain continued eligibility for the
3 Employee Health Insurance Program.
- 4 (12) Employees hired on and after January 01, 1994 may upon retirement opt to
5 continue their membership in the County Group Health Benefit Program upon
6 payment of the full monthly cost.
- 7 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the
8 following:
- 9 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per
10 insured, per calendar year; four hundred fifty dollars (\$450.00) per family,
11 per calendar year.
- 12 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per
13 insured, per calendar year; one thousand two hundred dollars (\$1,200.00)
14 per family, per calendar year.
- 15 (14) All eligible employees and/or their dependents enrolled in the PPO shall be
16 subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty
17 dollar (\$40.00) out-of-network office visit co-payment for all illness or injury
18 related office visits. The in-network office visit co-payment shall not apply to
19 preventative care, which includes prenatal, baby-wellness, and physicals, as
20 determined by the plan.
- 21 (15) All eligible employees and/or their dependents enrolled in the PPO shall be
22 subject to a co-insurance co-payment after application of the deductible and/or
23 office visit co-payment.
- 24 (a) The in-network co-insurance co-payment shall be equal to ten percent
25 (10.00%) of all charges subject to the applicable out-of-pocket maximum,
- 26 (b) The out-of-network co-insurance co-payment shall be equal to twenty
27 percent (20.00%) of all charges subject to the applicable out-of-pocket
28 maximum.
- 29 (c) Effective January of 2010, the out-of-network co-insurance co-payment
30 shall be equal to thirty percent (30.00%) of all charges, subject to the
31 applicable out-of-pocket maximum.

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

- 1 (19) All eligible employees and/or their dependents enrolled in the HMO shall be
2 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury
3 related office visits. The office visit co-payment shall not apply to preventative
4 care. The County and/or the plan shall determine preventative care.
- 5 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a
6 one hundred dollar (\$100.00) co-payment for each in-patient hospitalization.
7 There is a maximum of five (5) co-payments per person, per calendar year.
- 8 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay
9 fifty percent (50.0%) co-insurance on all durable medical equipment to a
10 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 11 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a
12 fifty dollar (\$50.00) emergency room co-payment (facility only). The co-payment
13 shall be waived if the employee and/or their dependents are admitted to the
14 hospital directly from the emergency room.
- 15 (23) All eligible employees and/or their dependents benefits for the in-patient and out-
16 patient treatment of mental and nervous disorders, alcohol and other drug abuse
17 (AODA) are as follows:
- 18 (a) If the employee and the dependent use an in-patient PPO facility, benefits
19 are payable at eighty percent (80.0)% of the contracted rate for thirty (30)
20 days as long as the PPO approves both the medical necessity and
21 appropriateness of such hospitalization.
- 22 (b) If the employee and the dependent use a non-PPO facility, benefits are
23 payable at fifty percent (50.0%) of the contracted rate for a maximum of
24 thirty (30) days. The hospitalization is still subject to utilization review for
25 medical necessity and medical appropriateness.
- 26 (c) The first two (2) visits of outpatient treatment by network providers will be
27 reimbursed at one hundred percent (100.0%) with no utilization review
28 required. Up to twenty five (25) further visits for outpatient treatment when
29 authorized by the PPO, will be reimbursed at ninety five percent (95.0%) of
30 the PPO contracted rate. In addition, when authorized by the PPO, up to
31 thirty (30) days per calendar year, per insured, of day treatment or partial

1 hospitalization shall be paid at ninety five percent (95.0%) of the contracted
2 rate for all authorized stays at PPO facilities.

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

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

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

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

1 employee re-join a health plan he/she would not be eligible to opt out of
2 the plan in a subsequent calendar year.

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

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

17
18 2.062 DEFERRED COMPENSATION

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

22
23 2.07 VACATION

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

27 After 1 year - 80 hours

28 After 5 years - 120 hours

29 After 10 years - 160 hours

30 After 15 years - 200 hours

31 After 20 years - 240 hours

- 1 (2) Whenever possible, vacations shall be granted at the time requested by the
2 employees. Approval of vacation requests shall be based on county-wide
3 seniority subject to the departmental work rules.
4

5 2.08 HOLIDAYS - PERSONAL HOURS

- 6 (1) All regular full time employees hired on or before December 31, 1976, shall
7 receive 24 hours per year known as personal hours in addition to earned leave by
8 reason of vacation, accrued holidays and compensatory time.
9 (2) Regular full time employees shall accrue personal hours during their first
10 fractional calendar year of employment as follows:

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

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

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

- 24 (4) Whenever possible requests to liquidate personal hours, holidays or
25 compensatory time shall be granted subject to departmental work rules. In case
26 of conflict, the employee with the greater county-wide seniority shall be granted
27 the hours off.
28 (5) Except as modified herein, the provisions of section 17.17(2), C.G.O., defining
29 holidays shall remain in full force and effect. Such holidays are as follows:
30 January 1, the third Monday in January, the third Monday in February, the last
31 Monday in May, July 4, the date appointed by the Governor as Labor Day, the

1 day of holding general election in November of even numbered years,
2 November 11, the fourth Thursday in November, December 25.

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

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

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

12
13 2.09 SICK LEAVE

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

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

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

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

6 This modification in the use of sick leave recognizes the current
7 difficulty encountered in attempting to schedule non-emergency medical
8 treatment during an employee's off duty hours. Because of the nature of the
9 treatment or examination for which sick leave is allowed for these purposes,
10 such absences are predictable. In order to be excused from duty for the type of
11 medical treatment or examination contemplated herein, the practitioner treating
12 the employee shall provide the employee with written notice setting forth the
13 date and time of the employee's appointment, which notice shall be filed with the
14 employee's supervisor. Excused time charged against sick leave for these
15 purposes shall be limited to a maximum of 3 hours per incident including travel
16 between the employee's work site and the place of his appointment.

17
18 2.10 RETIREMENT BENEFITS

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

- 20 (1) For employees hired on and after January 1, 1982, the provisions of Chapter
21 201.24, Employee Retirement System, shall be modified as follows:
- 22 (a) Final average salary means the average annual earnable compensation for
23 the five consecutive years of service during which the employee's
24 earnable compensation was the highest or, if he should have less than
25 five years of service, then his average annual earnable compensation
26 during such period of service. Effective December 22, 2002 (pay period
27 one of 2003) final average salary means the three highest consecutive
28 years of earnable compensation.
- 29 (b) An employee who meets the requirements for a normal pension shall
30 receive an amount equal to 1-1/2% of his final average salary multiplied
31 by the number of years of service. Council members whose membership
32 in the Employees' Retirement System began before February 21, 2006,

1 shall be eligible to retire without penalty when the total of their age and
2 years of creditable pension service equals or exceeds 75.

3 (c) All pension service credit earned on and after January 1, 2001 shall be
4 credited in an amount equal to 2% of the employee's final average salary.
5 For each year of service credit earned after January 1, 2001, eight (8)
6 years of service credit earned prior to January 1, 2001 shall be credited at
7 2% of the employee's final average salary. This provision shall not
8 apply to a member of the Employee's Retirement System who became a
9 member of the System on or after January 1, 1982 and as of January 1,
10 2001 is either eligible for a deferred vested pension benefit, or is
11 receiving a pension benefit, unless such member returns to active County
12 employment and is eligible to earn additional pension service credit.
13 Said credit shall be awarded on a daily basis.

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

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

30 (2) For all employees who are members of the Employees' Retirement System as of
31 January 1, 1971, the County shall contribute a sum equal to 6% of each
32 employee's earnings computed for pension purposes into such account on behalf

1 of each such employee. All such sums contributed, in addition to the
2 contributions previously made by the employee, shall be credited to the
3 employee's individual account and be subject to the provisions of the pension
4 system as it relates to the payment of such sums to such employees upon
5 separation from service. The provisions of this paragraph shall not apply to
6 employees in the bargaining unit in the following classes who were not members
7 of the Employees' Retirement System on or before the 12th day of December
8 1967, or whose date of hire is later than December 23, 1967:

- 9 (a) Emergency appointment, full time
 - 10 (b) Emergency appointment, part time
 - 11 (c) Regular appointment, seasonal
 - 12 (d) Temporary appointment, seasonal
 - 13 (e) Emergency appointment, seasonal
- 14 (3) For employees hired after October 30, 1987 overtime shall not be included in the
15 computation of final average salary.
- 16 (4) A member of the retirement system shall be eligible for an accidental disability
17 pension pursuant to Milwaukee County Ordinances if their employment is terminated
18 prior to their normal retirement age by reason of total and permanent incapacity for
19 any duty as the natural and proximate result of an accident occurring at some definite
20 time and place while in the actual performance of duty. The last payment shall be
21 made, if disability ceases prior to their normal retirement date, the first day of the
22 month in which the disability ceases.

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

1 (5) VETERAN SERVICE CREDIT

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

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

12 (7) SICK ALLOWANCE BALANCE ON RETIREMENT

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

28 (8) BACK DROP PENSION BENEFIT

29 The provisions of this section shall apply to any employee whose application to
30 retire is effective after January 1, 2001 and whose last period of continuous
31 membership in the Employees' Retirement System began before February 21,
32 2006; but shall not apply to any member of the Employee Retirement System who
33 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’
2 Retirement System began on or after February 21, 2006. Upon retirement, an
3 eligible employee may opt for a “back drop” pension benefit as follows:
4 (a) An employee may request a monthly pension benefit based on accrued
5 pension service credit and final average salary calculation as of a specific
6 date in the past, which shall be referred to as the “back drop date”. The
7 “back drop date” may not be prior to the earliest date that the employee
8 was eligible to retire, and shall not be less than one year prior to the date
9 the employee leaves active County employment. The monthly pension
10 benefit the employee was eligible to receive as of the “back drop date”
11 shall be referred to as the “monthly drop benefit”.

12 (b) The total amount of the “monthly drop benefit” payments the employee
13 would have received (plus the annual 2% pension increase) between the
14 “back drop date” and the date the employee is removed from the County
15 payroll due to actual retirement (after exhausting all allowable accrued
16 time balances as documented by an ETCR form excluding sick allowance
17 payments), plus interest earnings compounded on a monthly basis equal to
18 the 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
20 “total drop benefit”.

21 (c) If the employee opts for a “back drop” pension benefit:
22 1. The “total drop benefit” shall be paid to the employee with
23 appropriate deductions for state and federal taxes; or if permitted
24 by IRS regulations, the employee may “roll over” the “total drop
25 benefit” to an IRA; and
26 2. The member shall begin to receive monthly payments of the
27 “monthly drop benefit” (plus the 2% annual pension increase).

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

32

1 2.11 TEMPORARY ASSIGNMENT

- 2 (1) Employees may be assigned to perform the duties of a position in a higher
3 classification for which they are qualified and shall be paid as though promoted
4 to the higher classification under the following conditions:
- 5 (a) Such assignment is made in writing on the Temporary Assignment Form;
6 provided, however, that the omission of such written assignment shall
7 not bar a grievance requesting pay for work in the higher classification.
- 8 (b) Such employee works in the higher classification for not less than 3
9 consecutive scheduled working days. Paid time off shall not be included
10 in the computation of the 3 consecutive scheduled working days but said
11 days shall not be interrupted thereby, and
- 12 (c) Such employee performs the normal duties and assumes the
13 responsibilities of the incumbent of that position during that period.
- 14 (d) If the position is permanently vacant and a certification request has been
15 forwarded to the Department of Human Resources, a temporary
16 assignment may be made and may continue for no more than 90 days
17 after the Director of Human Resources has provided a certified list of
18 candidates eligible for appointment to the vacancy.
- 19 (e) If the position is temporarily vacant, a temporary assignment may be
20 made for the duration of the temporary vacancy, but shall not exceed one
21 year.

22
23 2.12 CALL IN PAY

- 24 (1) An employee called in to work outside of the employee's regularly scheduled
25 shift shall be credited with a minimum of 4 hours or the number of hours
26 actually worked, whichever is greater.
- 27 (2) Call in pay shall be paid at the rate of time and one-half for all call ins outside of
28 the regular shift when such hours worked are in excess of 8 per day or 40 per
29 week.
- 30 (3) Call in shall not apply to hours worked outside of an employee's regularly
31 scheduled shift where the regular shift starting time is modified to meet
32 emergency situations.

- 1 (4) If an employee is called in one-half hour or less prior to starting time, the
2 employee shall be paid for 8 hours if 7-1/2 hours are worked.
3

4 2.13 STANDBY PAY

- 5 (1) Employees on standby duty shall receive 55 cents per hour for all hours
6 scheduled on standby duty. If called in while on standby, the employee shall be
7 paid a minimum of 4 hours pay at the overtime rate for work in one session and
8 additional pay at the overtime rate for all work in excess of 4 hours in one
9 session.
- 10 (2) For purposes of this section, "standby" shall mean the employee, at the direction
11 of the employer, is required to be available for work upon notice during a
12 specified period of time. Failure of the employee to respond when called shall
13 be cause for forfeiture of standby pay and disciplinary action where the
14 employee is unable to furnish acceptable justification for his failure to respond.
- 15 (3) Standby shall not apply to any employee or group of employees who, as part of
16 their regular duty assignment are expected, but not required, to be available for
17 work at all times in emergency situations.
18

19 2.14 COMMERCIAL DRIVERS LICENSE (CDL)

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

- 23 1. The Department of Public Works and the Department of Parks and Recreation,
24 for their specific employees, shall provide adequate training for employees who
25 are required by management to possess and maintain a Commercial Motor
26 Vehicle License.
- 27 2. Employees covered by this contract shall be furnished with adequate training
28 materials for the written examination for a CDL. Employees deemed by
29 management to possess and maintain a CDL shall be entitled to the one time use
30 of the appropriate County Vehicle in order to take the examination for the
31 appropriate Commercial Motor Vehicle License.

- 1 3. Failure of an employee to successfully pass the written or driving part of the
2 CDL examination shall cause that employee to gain the appropriate CDL on
3 his/her own time and expense.
- 4 4. Once management has decided that a CDL is required by an employee, the
5 employee must successfully possess and maintain said license. Failure of any
6 employee to successfully obtain the appropriate CDL may result in progressive
7 steps of discipline, up to and including discharge.
- 8 5. This agreement shall expire on December 31, 2004, unless extended by the
9 Director of Labor Relations for Milwaukee County.

10
11
12
13 2.15 PROMOTION

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

28
29 2.16 TRANSFER POLICY

- 30 (1) TRANSFER PRIORITIES When a job vacancy occurs, employees holding the
31 same classification requesting a transfer shall be given consideration in filling

1 the opening prior to the job being filled in any other manner. Intradepartmental
2 requests shall have preference over interdepartmental requests to transfer.

3 (2) INTRADEPARTMENTAL TRANSFERS Employees desiring a transfer from
4 one departmental unit to another under the same appointing authority and within
5 the same classification shall indicate their desire to transfer on forms provided
6 by the County. Such forms shall be prepared in duplicate, indicating the
7 departmental unit to which a transfer is sought, with the original being filed with
8 the County and the duplicate retained by the employee. The County shall
9 maintain a file of such transfer requests and will, when a vacancy occurs in a
10 departmental unit, review the file to determine whether a request for transfer to a
11 vacant position in that departmental unit has been made. When a vacancy
12 occurs in a section, it shall be filled by the most senior qualified employee in the
13 same department and classification who has a valid request for transfer on file,
14 subject to the following conditions:

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

1 denial shall be made known to him by the supervisor who rejected the
2 transfer request.

3 (3) INTERDEPARTMENTAL TRANSFERS

4 (a) Employees desiring a transfer to a position in the same classification but
5 in a different department shall submit a request in writing to the Civil
6 Service Commission which shall maintain a master file by classification
7 of all interdepartmental transfer requests. When a vacancy occurs in a
8 department, the Director of Human Resources shall certify 3 names from
9 the eligible list for that classification to the department head in
10 accordance with sec. 63.05 of the Wisconsin Statutes, together with those
11 on the transfer list in that classification.

12 (b) Fitness being substantially equal, the most senior employee having a
13 request on file shall be appointed to fill the vacancy. An employee
14 seeking a transfer shall not be denied a transfer by the appointing
15 authority in the department from which the employee is seeking a
16 transfer.

17 (c) An employee transferring within classification to another department
18 shall have a 30-day trial period to determine ability to perform the job
19 and desirability to remain on the job. If within 30 days an employee does
20 not successfully complete the trial period or desires to return to his or her
21 former position, he or she shall be permitted to return to the former
22 position from which he or she was transferred in the event such position
23 remains vacant. If such position has been filled, he or she shall return to
24 any vacant position in his or her classification in the department from
25 which he or she transferred. If no such vacancy exists, the employee
26 may remain where he or she is and may request a transfer to any other
27 department in the County service or will be transferred back to the first
28 vacancy in his or her classification in the department from which he or
29 she transferred.

30 (d) When an employee does not successfully complete his or her trial period
31 and is returned to his or her former position or to another position in his

1 or her classification, he or she shall do so with full seniority and
2 whenever practicable shall be returned to the same shift.

- 3 (e) Whenever the most senior employee is denied a transfer or the
4 transferred employee does not successfully complete the trial period, the
5 reason for denial or noncompletion shall be made known to him or her in
6 writing by the appointing authority.

7
8 2.17 LAYOFFS AND RECALL

- 9 (1) Layoffs shall be made within classification on a county wide basis in the inverse
10 order of total county seniority. Employees on emergency or temporary
11 appointment in the affected classification shall be laid off prior to the layoff of
12 employees on regular appointment.
- 13 (2) The Civil Service Commission will make every reasonable effort to place laid
14 off employees in comparable positions where vacancies exist.
- 15 (3) Employees on layoff shall be recalled to vacancies in their classification in the
16 inverse order of layoff.
- 17 (4) At the time of layoff, employees in a supervisory/foreman position may displace
18 a less senior journeyman employee, as defined in Section 2.20 in the same
19 constituent trade group.

20
21 2.18 BARGAINING TIME

22 The County agrees to release three employees serving as members of the Council bargaining
23 committee shall be paid 50% by the Council and 50% by the County their normal base rate for
24 all hours spent in contract negotiations carried on during their regular workday. Effort shall be
25 made to conduct negotiations during nonworking hours to the extent possible, and in no case
26 shall such meetings be unnecessarily protracted. Employees released from duty for
27 negotiations shall be allowed reasonable travel time between their work site and meeting
28 locations.

29
30 2.19 EMPLOYEE PARKING

31 The County will eliminate any charge for parking to employees using county-owned or
32 controlled parking lots, except the Courthouse Annex. The County shall make every reasonable

1 effort to secure such lots against theft and vandalism in a manner consistent with location and
2 type of facility.

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

6

7 2.20 SENIORITY DEFINED

8 (1) For all purposes where it applies, seniority shall be measured by an employee's
9 length of continuous employment in the classified service of the County since
10 the employee's last date of hire.

11 (2) Continuous seniority as defined in (1) above is broken when an employee:

12 (a) Is discharged.

13 (b) Resigns or quits.

14 (c) Is terminated from any type of appointment for more than 30 days.

15 (d) Is separated during probationary period.

16 (e) Is separated during re-evaluation period.

17 (f) Is laid off for a period of two years and one day

18 (g) Does not return at the expiration of an authorized leave of absence.

19

20 2.21 DEPARTMENTAL WORK RULES

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

26

27 2.22 TOOL POLICY

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

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

1 2.23 FAIR SHARE AGREEMENT

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

11 (a) That as to persons in the employ of the employer as of the effective date
12 of this Agreement, such deduction shall be made and forwarded to the
13 treasurer of the Council from the biweekly earnings of all bargaining unit
14 employees.

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

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

24 1. That prior to the implementation of the Agreement, the Council
25 shall submit to the County a schedule of monthly dues uniformly
26 levied by each of the constituent trade groups within its
27 jurisdiction.

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

31 3. The Council agrees that no funds collected from nonmembers
32 under this fair share agreement will be allocated for, or devoted

1 rights of the challenging party as those rights are affected by Ch. 63, Wis. Stats.,
2 or other provisions of law applicable to public employment, which determination
3 results in an order or judgment against Milwaukee County requiring that it repay
4 to the challenging party and/or to any or all members of the class represented by
5 such challenging party such sums as have been deducted from their earnings in
6 accordance with the provisions hereof, the Council agrees to indemnify the
7 County in full, including any and all costs of interest which may be a part of
8 such order or judgment, for all sums for which the County has been determined
9 to be liable.

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

19 20 2.24 GRIEVANCE PROCEDURE

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

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

29 (2) REPRESENTATIVES An employee may be represented at all steps in the
30 procedure by not more than two representatives including the staff
31 representative. Council representation shall be limited at all steps of the
32 procedure to those persons officially identified as representatives of the Council.

1 The Council shall maintain on file with the Department of Labor Relations a
2 current list of officers and stewards.

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

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

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

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

21 (a) Grievance Initiation Form;

22 (b) Grievance Disposition Form;

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

1 employees. A copy of all grievance dispositions shall be forwarded to the
2 appropriate Council representative.

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

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

7 (b) The employee alone or with his/her Council Representative shall in
8 writing provide his/her immediate supervisor designated to hear
9 grievances an explanation as to when, where, what, who, and why the
10 employee believes that his/her contractual rights have allegedly been
11 violated. The written Grievance Initiation Form shall contain the date or
12 time that the employee alleges that his/her contractual rights have been
13 violated.

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

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

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

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

27
28 (8) STEPS IN THE PROCEDURE

29 (a) STEP 1

30 1. The employee alone or with his/her representative shall explain
31 the grievance verbally to his/her immediate supervisor designated
32 to respond to employee grievances.

- 1 2. The supervisor designated in paragraph 1 shall within 3 working
2 days verbally inform the employee of his/her decision on the
3 grievance presented.
- 4 3. If the supervisor 's decision resolves the grievance, the decision
5 shall be reduced to writing on a grievance disposition form within
6 5 working days from the date of the verbal decision and a copy of
7 said disposition shall be immediately forwarded to the Director of
8 Labor Relations.

9 (b) STEP 2

- 10 1. If the grievance is not settled at the first step, the employee alone
11 or with his/her representative shall prepare the grievance in
12 writing on the Grievance Initiation Form and shall present such
13 form to the immediate supervisor designated in Step 1 to initial as
14 confirmation of his/her verbal response. The employee alone or
15 with his/her Council Representative shall fill out the Grievance
16 Initiation Form pursuant to section 2.24(6)(c)1,2,3,4,5, and 6 of
17 this Agreement.
- 18 2. The employee or his/her Council Representative after receiving
19 confirmation shall forward the grievance to his/her appointing
20 authority or to the person designated by him/her to receive
21 grievances within fifteen (15) working days of the verbal decision.
22 Failure of the supervisor to provide confirmation shall not impede
23 the timeliness of the appeal.
- 24 3. The person designated in Step 2, Par. 2, will schedule a hearing
25 with the person concerned and within fifteen (15) days from date
26 of service of the Grievance Initiation Form, the Hearing Officer
27 shall inform the aggrieved employee and the Council in writing of
28 his/her decision.
- 29 4. Those grievances which would become moot if unanswered before
30 the expiration of the established time limits will be answered as
31 soon as possible after the conclusion of the hearing.

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

6 (c) STEP 3

- 7 1. The Director of Labor Relations or designee shall, attempt to
8 resolve all grievances timely appealed to the third step. The
9 Director of Labor Relations or designee shall respond in writing
10 to the Council within thirty (30) working days from the date of
11 receipt by the Director of Labor Relations of the Step 2 appeal.
- 12 2. In the event the Director of Labor Relations or designee and the
13 appropriate Council Representative mutually agree to a resolution
14 of the dispute, it shall be reduced to writing and mailed by
15 certified mail (return receipt requested), and shall be returned by
16 Milwaukee Building & Construction Trades Council President by
17 certified mail within 30 calendar days, and shall be binding upon
18 all parties and shall serve as a bar to further appeal. Failure by
19 the Milwaukee Building & Construction Trades Council
20 President to return the third step disposition within the 30
21 calendar days shall serve as a bar to further appeal.
- 22 3. Step 3 of the grievance procedure shall be limited to the Director
23 of Labor Relations or designee and the appropriate union
24 representative and one designees, a Staff Representative and
25 representatives of the appropriate appointing authority involved
26 in each dispute. The number of representatives at any Step 3
27 hearing may be modified by mutual consent of the parties.
- 28 4. The Director of Labor Relations or designee shall have the
29 unilateral authority to modify any grievance disposition rendered
30 in Step 1 and/or Step 2 and shall within five (5) days of the
31 disposition, notify the Council and the department of any such

1 modification. Within fifteen (15) days a Step 3 hearing shall be
2 held.

3 (d) STEP 4

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

9 2. The Council shall, in writing, notify the Director of Labor
10 Relations or designee within forty-eight (48) hours prior to the
11 arbitration hearing of the names of the employees the Council
12 wishes to have released for the arbitration hearing. The release of
13 said employees shall be subject to review by the Director of
14 Labor Relations or designee and shall be subject to mutual
15 agreement both the Council and the Director of Labor Relations.
16 The release of employees shall not be unreasonably withheld.

17 (9) ARBITRATION PROCEDURE

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

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

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

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

1 arbitrator shall issue his award within sixty (60) days after the hearing unless the
2 parties to this Agreement shall extend the period in writing by mutual consent.

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

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

10 (10) INTERPRETATION OF THE AGREEMENT

11 A dispute arising between the parties out of the interpretation of the provisions
12 of this Agreement shall be discussed by the Council and the Director of Labor
13 Relations. If such dispute cannot be resolved between the parties in this manner,
14 either party shall have the right to refer the dispute to the WERC who shall
15 proceed in the manner prescribed in subsection (9) above. The parties may
16 stipulate to the issues submitted to the arbitrator or shall present to the arbitrator,
17 in writing, their respective positions with regard to the issue in dispute. The
18 arbitrator shall be limited in deliberations to the issues so defined. The decision
19 of the arbitrator shall be filed with the Council and the Director of Labor
20 Relations.

21 (11) LIMITATIONS

- 22 (a) No grievance shall be initiated after the expiration of 60 calendar days
23 from the date of the grievable event.
- 24 (b) Representation at hearings on group grievances shall be limited to 2
25 employees from among the group. One employee of the group shall be
26 designated as the grievant to whom the grievance disposition forms shall
27 be forwarded.
- 28 (c) At each successive step of the grievance procedure, the subject matter
29 treated and the grievance disposition shall be limited to those issues
30 arising out of the original grievance as filed.
- 31 (d) No arbitration hearing shall be held after six (6) months from the date a
32 grievance is initiated. A grievance shall be considered settled after six

1 months (6) from initiation unless it is pending disposition of an
2 arbitrator.

3
4 2.25 SUCCESSORS AND ASSIGNS

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

10
11 2.26 ENTIRE AGREEMENT

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

19
20 2.27 SAVING CLAUSE

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

26
27 2.28 MILITARY LEAVE

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

- 1 (2) Employees shall have the option to receive full County pay during such leave or
2 to retain military pay. Employees choosing to be compensated by the County
3 shall submit their military base pay to the County Treasurer.
- 4 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.

5

6 2.29 INJURY OR ILLNESS IN LINE OF DUTY

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

12

13 2.30 COLLATERAL AGREEMENTS

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

- 18 (1) Agreements of this type will be entered into only by the Business Manager of
19 the Union and President of the Milwaukee Building & Construction Trades
20 Council.
- 21 (a) Where more than one Local is affected by the problem, the Business
22 Manager of each Local and the President of the Milwaukee Building &
23 Construction Trades Council must be included in the discussions.
- 24 (b) Since the County has no awareness of the internal mechanisms for
25 authorization within the constituent Locals, the signature as in (1) above,
26 when applicable, on any document reflecting an agreement with the
27 County shall be binding, it being assumed that such Union officer has
28 either received authorization from his/her Local to execute the document
29 or has determined in his/her judgment that the matters under
30 consideration are not of such grave consequence as to require
31 membership ratification. The same presumption shall apply to the

1 signature of the County official with whom the understanding has been
2 negotiated.

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

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

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

13
14 2.31 DIRECT PAYROLL DEPOSIT

15 Effective as soon as administratively practicable after the ratification and adoption of
16 this agreement, the Milwaukee County Direct Deposit Program will be utilized by all
17 employees in the bargaining unit.

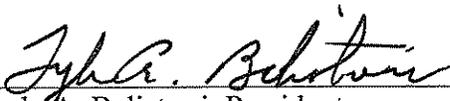
Dated at Milwaukee, Wisconsin, 12-21, 2009.

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

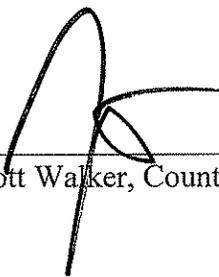
MILWAUKEE BUILDING & CONSTRUCTION
TRADES COUNCIL, AFL-CIO

COUNTY OF MILWAUKEE
a municipal body corporate

By:



Lyle A. Balistreri, President



Scott Walker, County Executive

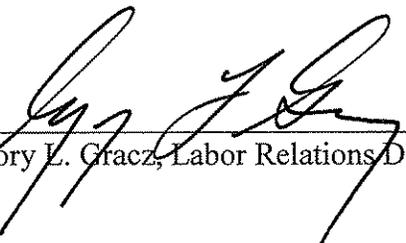
By:

Treasurer



Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:



Gregory L. Gracz, Labor Relations Director

APPROVED FOR EXECUTION



Timothy R. Schreurs
Deputy Corporation Counsel