

Executed

**2009-2011
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
TECHNICIANS, ENGINEERS AND ARCHITECTS
OF MILWAUKEE COUNTY**

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

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2009-2011
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
TECHNICIANS, ENGINEERS AND ARCHITECTS OF
MILWAUKEE COUNTY

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

WITNESSETH

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

PART 1

1.01 RECOGNITION

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

1 1.02 EMPLOYEE DEFINED

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

6 1.03 DURATION OF AGREEMENT

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

11 (2) The initial bargaining proposals for a successor agreement shall be submitted by
12 the Association prior to August 15, 2011. The initial bargaining proposals shall
13 be submitted by the County prior to September 15, 2011. The first scheduled
14 negotiations session shall be held not later than October 15, 2011. Thereafter,
15 negotiations shall be carried on in an expeditious manner and shall continue until
16 all bargainable issues between the parties have been resolved.

17 (3) This timetable is subject to adjustment by mutual agreement of the parties
18 consistent with the progress of negotiations.
19

20 1.04 MANAGEMENT RIGHTS

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

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

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

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

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

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

25
26 1.05 NONDISCRIMINATION

27 The County and the Association shall not discriminate in any manner whatsoever against any
28 employee because of race, sex, age, nationality, handicap, political or religious affiliation or
29 marital status. Sexual harassment shall be considered discrimination under this Article. Sexual
30 harassment shall mean unwelcome sexual advances, requests for sexual favors, and other verbal
31 or physical conduct of a sexual nature when: (1) submission to such conduct is made either

1 explicitly or implicitly a term or condition of an individual's employment; (2) submission to or
2 rejection of such conduct by an individual is used as the basis for employment decisions
3 affecting such individual; or (3) such conduct has the purpose or effect of substantially
4 interfering with an individual's work performance or creating an intimidating, hostile, or
5 offensive working environment.

6
7 The County and the Association agree that the County will take all appropriate action necessary
8 to comply with the Americans with Disabilities Act.

9
10 **PART 2**

11
12 The provisions of this Part 2 shall become effective in accordance with Part 1 unless otherwise
13 provided.

14
15 2.01 WAGES

- 16 (1) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), pay range 34A is
17 created with the following steps:

<u>Step</u>	<u>Hourly Pay</u>
1	38.75
2	39.59
3	40.43
4	41.27
5	42.13
6	42.97
7	43.84
8	44.96
9	46.09

- 18
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28
29 (2) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of
30 Managing Architect (pay range 32A), Managing Engineer Site Development (pay
31 range 32A), Managing Engineer Electrical (pay range 32A), Managing Engineer

1 Field Operations (pay range 32A), Managing Engineer Environmental Services
2 (pay range 32A), Managing Engineer Design (pay range 32A), Managing
3 Engineer Construction (pay range 32A), shall be reallocated to step 2 in pay range
4 34A.

5 (3) Effective Pay Period Fourteen (14) 2011, (June 26, 2011), all positions of Airport
6 Environmental Compliance Manager (pay range 29B) shall be reallocated to step
7 6 in pay range 29G.

8 (4) All step increases provided for in Chapter 17 of the Milwaukee County General
9 Ordinances are eliminated for a twelve (12) month period effective on April 1,
10 2010.

11 12 2.02 OVERTIME

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

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

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

20 21 2.03 TEMPORARY ASSIGNMENTS

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

29 (a) Such employee works in the higher classification for not less than 3
30 consecutive scheduled working days. Paid time off shall not be included

1 in the computation of the 3 consecutive scheduled working days but said
2 days shall not be interrupted thereby, and

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

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

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

13 (2) Employees who accrue compensatory time while on temporary assignment shall
14 liquidate such time at the rate of pay of the classification to which assigned at the
15 time of liquidation.

16
17 2.04 AUTO ALLOWANCE

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

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

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

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

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

10
11 2.06 RETIREMENT SYSTEM

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

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

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

1 and is eligible to earn additional pension service credit. Said credit shall
2 be awarded on a daily basis.

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

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

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

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

24 (5) For all employees who are members of the Employees' Retirement System as of
25 January 1, 1971, the County shall contribute a sum equal to 6% of such
26 employee's earnings computed for pension purposes into such account on behalf
27 of each such employee. All such sums contributed, in addition to the
28 contributions previously made by the employee, shall be credited to the
29 employee's individual account and be subject to the provisions of the pension
30 system as it relates to the payment of such sums to such employees upon
31 separation from service. The provisions of this paragraph shall not apply to

1 employees in the bargaining unit in the following classes who were not members
2 of the Employees' Retirement System on or before the 12th day of December
3 1967, or whose date of hire is later than December 23, 1967:

- 4 (a) Emergency Appointment, full time
- 5 (b) Emergency Appointment, part time
- 6 (c) Regular Appointment, seasonal
- 7 (d) Temporary Appointment, seasonal
- 8 (e) Emergency Appointment, seasonal

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

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

26 (7) VETERANS SERVICE CREDIT - Employees retiring on and after February 27,
27 1990 shall be entitled to pension service credit for military service under Section
28 2.01.24 II (10) of the Employee Retirement System as amended by the County
29 Board of Supervisors through File #85-583(a), notwithstanding the effective date
30 indicated in the amendment.

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

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

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

19 (11) **SICK ALLOWANCE BALANCE ON RETIREMENT**

20 (a) Members of the Employees Retirement System, whose membership began
21 prior to January 1, 1994, shall receive full payment at the employee's final
22 hourly rate of pay for all accrued sick allowance hours earned before
23 November 4, 2005 at the time the employee retires. Twenty five percent
24 (25.0%) of any remaining accrued sick allowance hours earned on and
25 after November 4, 2005 shall be paid out at the employee's final hourly
26 rate of pay. For calculation purposes, sick leave earned before November
27 4, 2005 shall be used prior to sick leave earned on and after November 4,
28 2005 for all hours of sick leave used prior to retirement. Such payment
29 shall be made in a lump sum, and shall not be included in the calculation
30 of the member's final average salary for pension calculation purposes.
31 Nor shall pension service credit be granted in connection with the lump

1 sum payment. The payment shall have no effect on the employee's
2 retirement date. If permissible under IRS provisions, such payment may
3 at the employee's request be placed in a "back drop account" in the
4 Employees Retirement System whether or not the employee exercises an
5 option. The provisions of this section shall not apply to a member who is
6 eligible for a deferred retirement benefit under section 4.5 of 201.24 of the
7 Employees' Retirement System.

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

20 (12) **BACK DROP PENSION BENEFIT**

21 The provisions of this section shall apply to any employee whose application to
22 retire is effective after January 1, 2001, and whose last period of continuous
23 membership in the Employees' Retirement System began before November 4,
24 2005; but shall not apply to any member of the Employee Retirement System who
25 is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this
26 provision apply to any employee whose membership in the Employees'
27 Retirement System began on or after November 4, 2005. Upon retirement, an
28 eligible employee may opt for a "back drop" pension benefit as follows:

29 (a) An employee may request a monthly pension benefit based on accrued
30 pension service credit and final average salary calculation as of a specific
31 date in the past which shall be referred to as the "back drop date". The

1 “back drop date” may not be prior to the earliest date that the employee
2 was eligible to retire, and shall not be less than one year prior to the date
3 the employee leaves active County employment. The monthly pension
4 benefit the employee was eligible to receive as of the “back drop date”
5 shall be referred to as the “monthly drop benefit”.

6 (b) The total amount of the “monthly drop benefit” payments the employee
7 would have received (plus the annual 2% pension increase) between the
8 “back drop date” and the date the employee is removed from the County
9 payroll due to actual retirement (after exhausting all allowable accrued
10 time balances as documented by an ETCR form excluding sick allowance
11 payments), plus interest earnings compounded on a monthly basis equal to
12 the pension fund rate of return used by the ERS actuary for computing the
13 County’s annual contribution to the system, shall be referred to as the
14 “total drop benefit”.

15 (c) If the employee opts for a “back drop” pension benefit:

16 1. The “total drop benefit” shall be paid to the employee with
17 appropriate deductions for state and federal taxes; or if permitted
18 by IRS regulations, the employee may “roll over” the “total drop
19 benefit” to an IRA.

20 2. The member shall begin to receive monthly payments of the
21 “monthly drop benefit” (plus the 2% annual pension increase).

22 (d) The standard pension options shall be available to an employee who opts
23 for a “back drop benefit”, and the retention incentives incorporated into
24 the pension benefit effective January 1, 2001 shall be included when
25 calculating the “monthly drop benefit”. Therefore, a member who opts for
26 a “back drop benefit” with a “back drop date” prior to January 1, 2001
27 shall be eligible for the retention incentives that became effective as of
28 January 1, 2001 based on continued service after January 1, 2001.

1 2.07 LIFE INSURANCE

- 2 (1) The County shall pay the full premium for employees' life insurance coverage
3 based upon earnings to and including the first \$25,000 thereof, effective the first
4 of the month following ratification of the 1997 labor agreement. The premium
5 shall be shared by the County and the employee for basic coverage above the first
6 \$25,000 pursuant to the formula contained in Chapter 62 of the County General
7 Ordinances.
- 8 (2) The County shall pay life insurance premiums for all employees retiring with 15
9 years of service, except for those employees having selected deferred retirement.
10 This provision shall have no effect on present policy benefits.
- 11 (3) In the event an employee who has exhausted accumulated sick leave is placed on
12 leave of absence without pay status on account of illness, the County shall
13 continue to pay the full cost of life insurance coverage for such employee during
14 such leave for a period not to exceed 1 year. The 1-year period of limitation shall
15 begin to run on the first day of the month following that during which the leave of
16 absence begins.
- 17 (4) Upon attainment of age 65, the current percentage of group life insurance for
18 retirees shall be reduced in accordance with Chapter 62.03 (2) of the County
19 General Ordinances.
- 20 (5) Employees will be eligible to participate in an Optional Life Insurance Program
21 provided in Section 62.08 of the General Ordinances of Milwaukee County,
22 beginning with the 1985 annual open enrollment period.

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

1 2.07.1 DEFERRED COMPENSATION

2 Bargaining unit employees shall be permitted to participate in Milwaukee County's Deferred
3 Compensation Program. Milwaukee County reserves the unilateral right to select and/or change
4 the Plan Administrator.
5

6 2.08 EMPLOYEE HEALTH BENEFITS

- 7 (1) Health Benefits shall be provided for in accordance with the terms and conditions
8 of the current Plan Document and the Group Administrative Agreement for the
9 Milwaukee County Health Insurance Plan or under the terms and conditions of the
10 insurance contracts of those Managed Care Organizations (Health Maintenance
11 Organizations or HMO) approved by the County.
- 12 (2) Eligible employees may choose health benefits for themselves and their
13 dependents under a Preferred Provider Organization (County Health Plan or PPO)
14 or HMO approved by the County.
- 15 (3) All eligible employees enrolled in the PPO or HMO shall pay a monthly amount
16 toward the monthly cost of health insurance as described below:
- 17 (a) Effective January of 2009, employees enrolled in the PPO shall pay
18 seventy-five dollars (\$75.00) per month toward the monthly cost of a
19 single plan and one hundred fifty dollars (\$150.00) per month toward the
20 monthly cost of a family plan.
- 21 (b) Employees enrolled in the PPO shall pay ninety dollars (\$90.00) per
22 month toward the monthly cost of a single plan and one hundred eighty
23 dollars (\$180.00) per month toward the monthly cost of a family plan
24 effective following ratification of the 2009-2011 contract and an open
25 enrollment period with a target date of May 1, 2010.
- 26 (c) Effective January of 2011, employees enrolled in the PPO shall pay one
27 hundred ten dollars (\$110.00) per month toward the monthly cost of a
28 single plan and two hundred twenty dollars (\$220.00) per month toward
29 the monthly cost of a family plan.
- 30 (d) Effective January of 2009, employees enrolled in the HMO shall pay
31 thirty-five dollars (\$35.00) per month toward the monthly cost of a single

1 plan and seventy dollars (\$70.00) per month toward the monthly cost of a
2 family plan.

3 (e) Employees enrolled in the HMO shall pay fifty dollars (\$50.00) per month
4 toward the monthly cost of a single plan and one hundred dollars
5 (\$100.00) per month toward the monthly cost of a family plan effective
6 following ratification of the 2009-2011 contract and an open enrollment
7 period with a target date of May 1, 2010.

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

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

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

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

28 (4) In the event an employee who has exhausted accumulated sick leave is placed on
29 leave of absence without pay status on account of illness, the County shall
30 continue to pay the monthly cost or premium for the Health Plan chosen by the
31 employee and in force at the time leave of absence without pay status is

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

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

- 1 (b) That the coverages and benefits of such replacement program shall remain
2 the same as the written Plan Document currently in effect for employees.
- 3 (c) Prior to a substitution of a Third Party Administrator (TPA)
4 or implementing a self-administered plan, the County agrees to provide
5 the Association with a full 60 days to review any new plan and/or TPA.
- 6 (10) The County reserves the right to establish a network of Preferred Providers. The
7 network shall consist of hospitals, physicians, and other health care providers
8 selected by the County. The County reserves the right to add, modify or delete
9 any and all providers under the Preferred Provider Network.
- 10 (11) Upon the death of any retiree, only those survivors eligible for health insurance
11 benefits prior to such retiree's death shall retain continued eligibility for the
12 Employee Health Insurance Program.
- 13 (12) Employees hired on and after January 01, 1994 may upon retirement opt to
14 continue their membership in the County Group Health Benefit Program upon
15 payment of the full monthly cost.
- 16 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the
17 following:
- 18 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per
19 insured, per calendar year; four hundred fifty dollars (\$450.00) per family,
20 per calendar year.
- 21 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per
22 insured, per calendar year; one thousand two hundred dollars (\$1,200.00)
23 per family, per calendar year.
- 24 (c) Following ratification of the 2009-2011 contract and an open enrollment
25 period with a target date of May 1, 2010, the in-network deductible shall
26 be two hundred fifty dollars (\$250.00) per insured, per calendar year;
27 seven hundred fifty dollars (\$750.00) per family, per calendar year.
- 28 (d) Following ratification of the 2009-2011 contract and an open enrollment
29 period with a target date of May 1, 2010, the out-of-network deductible
30 shall be five hundred dollars (\$500.00) per insured, per calendar year; one
31 thousand five hundred dollars (\$1,500.00) per family, per calendar year.

- 1 (14) All eligible employees and/or their dependents enrolled in the PPO shall be
2 subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty
3 dollar (\$40.00) out-of-network office visit co-payment for all illness or injury
4 related office visits. The in-network office visit co-payment shall not apply to
5 preventative care, which includes prenatal, baby-wellness, and physicals, as
6 determined by the plan.
- 7 (15) All eligible employees and/or their dependents enrolled in the PPO shall be
8 subject to a co-insurance co-payment after application of the deductible and/or
9 office visit co-payment.
- 10 (a) The in-network co-insurance co-payment shall be equal to ten percent
11 (10.00%) of all charges subject to the applicable out-of-pocket maximum,
12 (b) The out-of-network co-insurance co-payment shall be equal to twenty
13 percent (20.00%) of all charges subject to the applicable out-of-pocket
14 maximum,
15 (c) Effective following ratification of the 2009-2011 contract and an open
16 enrollment period with a target date of May 1, 2010, the out-of-network
17 co-insurance co-payment shall be equal to thirty percent (30.00%) of all
18 charges subject to the applicable out-of-pocket maximum.
- 19 (16) All eligible employees enrolled in the PPO shall be subject to the following out-
20 of-pocket expenses including any applicable deductible and percent co-payments
21 to a calendar year maximum of
- 22 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single
23 plan.
24 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family
25 plan.
26 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
27 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.
28 (e) Effective following ratification of the 2009-2011 contract and an open
29 enrollment period with a target date of May 1, 2010, two thousand dollars
30 (\$2,000.00) in-network under a single plan.

- 1 (f) Effective following ratification of the 2009-2011 contract and an open
2 enrollment period with a target date of May 1, 2010, three thousand five
3 hundred dollars (\$3,500.00) out-of-network under a single plan.
- 4 (g) Effective following ratification of the 2009-2011 contract and an open
5 enrollment period with a target date of May 1, 2010 contract, three
6 thousand five hundred dollars (\$3,500.00) in-network under a family plan.
- 7 (h) Effective following ratification of the 2009-2011 contract and an open
8 enrollment period with a target date of May 1, 2010, six thousand dollars
9 (\$6,000.00) out-of-network under a family plan.
- 10 (i) Office visit co-payments are not limited and do not count toward the
11 calendar year out-of-pocket maximum(s).
- 12 (j) Charges that are over usual and customary do not count toward the
13 calendar year out-of-pocket maximum(s).
- 14 (k) Prescription drug co-payments do not count toward the calendar year out-
15 of-pocket maximum(s).
- 16 (l) Other medical benefits not described in 16 (i), (j), (k) shall be paid by the
17 County at 100% after the calendar year out-of-pocket maximum has been
18 satisfied.
- 19 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a
20 fifty dollar (\$50.00) emergency room co-payment in-network or out-of-
21 network. Effective following ratification of the 2009-2011 contract and an
22 open enrollment period with a target date of May 1, 2010, the emergency
23 room co-payment in-network or out-of-network shall increase to one
24 hundred dollars (\$100.00). The co-payment shall be waived if the
25 employee and/or their dependents are admitted directly to the hospital
26 from the emergency room. In-network and out-of-network deductibles
27 and co-insurance percentages apply.
- 28 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a
29 thirty (30) day prescription drug supply at a participating pharmacy or a ninety
30 (90) day prescription drug supply through mail order:
- 31 (a) Five dollar (\$5.00) co-payment for all generic drugs.

- 1 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the
2 formulary list.
- 3 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.
- 4 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-
5 payment level at the discretion of the plan.
- 6 (e) The plan shall determine all management protocols.
- 7 (19) All eligible employees and/or their dependents enrolled in the HMO shall be
8 subject to a ten dollar (\$10.00) office visit co-payment for all illness or injury
9 related office visits. The office visit co-payment shall not apply to preventative
10 care. The County and/or the plan shall determine preventative care.
- 11 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a
12 one hundred dollar (\$100.00) co-payment for each in-patient hospitalization.
13 There is a maximum of five (5) co-payments per person, per calendar year.
- 14 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay
15 fifty percent (50.0%) co-insurance on all durable medical equipment to a
16 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
- 17 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a
18 fifty dollar (\$50.00) emergency room co-payment (facility only). Effective
19 following ratification of the 2009-2011 contract and an open enrollment period
20 with a target date of May 1, 2010, the emergency room co-payment (facility only)
21 shall increase to one hundred dollars (\$100). The co-payment shall be waived if
22 the employee and/or their dependents are admitted to the hospital directly from
23 the emergency room.
- 24 (23) All eligible employees and/or their dependents Benefits for the in-patient and out-
25 patient treatment of mental and nervous disorders, alcohol and other drug abuse
26 (AODA) are as follows:
- 27 (a) If the employee and the dependent use an in-patient PPO facility, benefits
28 are payable at eighty percent (80.0)% of the contracted rate for thirty (30)
29 days as long as the PPO approves both the medical necessity and
30 appropriateness of such hospitalization.

- 1 (b) If the employee and the dependent use a non-PPO facility, benefits are
2 payable at fifty percent (50.0%) of the contracted rate for a maximum of
3 thirty (30) days. The hospitalization is still subject to utilization review
4 for medical necessity and medical appropriateness.
- 5 (c) The first two (2) visits of outpatient treatment by network providers will
6 be reimbursed at one hundred percent (100.0)% with no utilization review
7 required. Up to twenty five (25) further visits for outpatient treatment
8 when authorized by the PPO, will be reimbursed at ninety five percent
9 (95.0%) of the PPO contracted rate. In addition, when authorized by the
10 PPO, up to thirty (30) days per calendar year, per insured, of day treatment
11 or partial hospitalization shall be paid at ninety five percent (95.0)% of the
12 contracted rate for all authorized stays at PPO facilities.
- 13 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO
14 but not provided by a PPO provider shall be paid at fifty percent (50.0%)
15 of the contracted rate for all medically necessary and appropriate treatment
16 as determined by the PPO. When authorized by the PPO, up to thirty (30)
17 days per calendar year, per insured, of day treatment or partial
18 hospitalization shall be paid at fifty percent (50.0%) of the contracted rate
19 for all authorized stays at non-PPO facilities.

20 (24) Each calendar year, the County shall pay a cash incentive of five hundred dollars
21 (\$500.00) per contract (single or family plan) to each eligible employee who
22 elects to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any
23 employee who is hired on and after January 1 and who would be eligible to enroll
24 in health insurance under the present County guidelines who chooses not to enroll
25 in a Milwaukee County health plan shall also receive five hundred dollars
26 (\$500.00). Proof of coverage in a non-Milwaukee County group health insurance
27 plan must be provided in order to qualify for the five hundred dollars (\$500.00)
28 payment. Such proof shall consist of a current health enrollment card.

- 29 (a) The five hundred dollars (\$500.00) shall be paid on an after tax basis.
30 When administratively possible, the County may convert the five hundred
31 dollars (\$500.00) payment to a pre-tax credit which the employee may use

1 as a credit towards any employee benefit available within a flexible
2 benefits plan.

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

13 (25) The County shall implement a disease management program. Such program shall
14 be designed to enhance the medical outcome of a chronic illness through education,
15 treatment, and appropriate care. Participation in the program by the patient shall be
16 strictly voluntary, and the patient can determine their individual level of
17 involvement. Chronic illness shall be managed through a variety of interventions,
18 including but not limited to contacts with patient and physician, health
19 assessments, education materials, and referrals. The County shall determine all
20 aspects of the disease management program. The County and the Association agree
21 to reopen the 2007–2008 contract to negotiate the implementation of a Wellness
22 and Disease Management Program if the County is successful in establishing a
23 Wellness and Disease Management Program.

24
25 2.08.2 DENTAL INSURANCE

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

1 2.09 VACATIONS

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

4 50 hours after 6 months

5 100 hours after 1 year

6 140 hours after 5 years

7 180 hours after 10 years

8 220 hours after 20 years

9 (a) Employees shall accrue vacation based on the number of hours paid, not to
10 exceed the formula in paragraph (1) above.

11 (b) As of January 1, 2002 the years of service for employees shall include any
12 credible pension service earned with the County, the State of Wisconsin or
13 any municipality within the State of Wisconsin.

14 (c) Vacation accrued during any given payroll year shall be liquidated during
15 the following calendar year, except as noted in paragraph (d). Payroll year
16 shall commence on the first day of the first pay period for any calendar
17 year, not necessarily the first calendar day of the year.

18 (d) After completing the first year of service, employees shall be eligible to
19 liquidate vacation in that calendar year equal to the amount accrued during
20 the employee's first year of service. Thereafter, employees shall be
21 permitted to liquidate vacation which was accrued in the preceding payroll
22 year.

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

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

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

- 1 (h) Employees are exempt from the provisions of Civil Service Rule VIII,
- 2 Section 3(a)(b)(c)(d) and Sections 4, 5, and 6.
- 3 (i) Whenever possible, vacations shall be granted at the time requested by the
- 4 employee. Approval of vacation requests shall be based on countywide
- 5 seniority. Vacation may be divided into parts of no less than one-hour
- 6 duration.

7

8 2.10 HOLIDAYS-PERSONAL HOURS

- 9 (1) All regular full time employees shall receive 24 hours leave per year known as
- 10 "personal hours", in addition to earned leave by reason of vacation, accrued
- 11 holidays and compensatory time.
- 12 (2) Regular full time employees shall accrue personal hours during their first
- 13 fractional calendar year of employment as follows:

14

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

15

16

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22 Employees who work half-time or more shall accrue personal hours on a pro-rata

23 basis. Proration shall be based on an established work week.

- 24 (3) Personal hours may be taken at any time during the calendar year in which they
- 25 are accrued, subject to the approval of the department head. Personal hours may
- 26 be divided into parts of no less than one-half hour duration. Supervisory
- 27 personnel shall make every reasonable effort to allow employees to make use of
- 28 personal hours as the employee sees fit, it being understood that the purpose of
- 29 such leave is to permit the employee to be absent from duty for reasons which are
- 30 not justification for absence under other existing rules relating to leave with pay.

- 1 (4) Whenever possible, requests to liquidate personal hours, holidays or
2 compensatory time shall be granted. In case of conflict, the employee with the
3 greater countywide seniority shall be granted the hours off.
- 4 (5) The following days of each year are holidays: January 1; the third Monday in
5 January; the third Monday in February; the last Monday in May; July 4,
6 November 11th; the 4th Thursday in November; the 4th Friday in November;
7 December 25; and the day appointed by the Governor as Labor Day; and the day
8 of holding general election in November of even numbered years.
- 9 (6) A holiday falling on a Saturday shall be observed on the preceding scheduled
10 workday and a holiday falling on a Sunday shall be observed on the following
11 scheduled workday.
- 12 (7) All employees required to work on the holiday or the observed holiday shall
13 accrue an equivalent amount of compensatory time for liquidation during the
14 following 13 pay periods.
- 15 (8) The appointing authority shall have the right to require a sufficient number of
16 employees in each required classification to work on the above named holidays or
17 the day designated by the County Board to observe said holidays. Employees
18 required to work on such days shall accrue an equivalent amount of compensatory
19 time for liquidation during the following 13 pay periods.

20

21 2.11 SICK LEAVE

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

- 1 (a) Reason for the absence and the good faith of the employee in taking such
2 leave shall be supported by such reasonable evidence as may be required
3 by the appointing authority, including a physician's certificate, personal
4 affidavit, or by other means; and
- 5 (b) That when the illness of an employee is such as may make it necessary to
6 take leave of absence of more than 3 days, a statement shall be made to the
7 appointing authority in writing from a licensed physician or from an
8 authorized Christian Science practitioner, stating the period of time the
9 employee was unable to work because of illness.
- 10 (2) As of January 1, 2002, sick leave allowance balances accrued during previous
11 periods of employment with Milwaukee County shall be restored to the employee.
- 12 (3) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be
13 taken for the purpose of enabling employees to receive non-emergency medical
14 attention during duty hours. Such leave may be allowed for scheduled
15 appointments for any type of medical or dental care.

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

26
27 Excused time charged against sick leave for these purposes shall be limited to 3
28 hours per incident including travel between the employee's work site and the
29 place of his appointment.
30
31

1 2.12 LEAVES OF ABSENCE WITHOUT PAY

2 (1) Leaves of absence without pay not exceeding 30 calendar days shall be granted
3 for good reason to any employee with the approval of his department head. Such
4 approval shall not be unreasonably withheld. Requests for such leaves shall be
5 made by the employee as far as possible in advance of the date on which such
6 leave is to begin. Employees shall be reinstated to their former positions upon
7 return from leave.

8 (2) Prior to the commencement of the leave of absence, the employee shall sign the
9 leave of absence form and be furnished with a signed approved copy thereof
10 indicating the dates on which such leave begins and ends. In those cases where
11 the employee is not on duty prior to the commencement of the leave, the leave of
12 absence form shall be forwarded to him by certified mail for signature. The
13 employee shall sign such form and return it within 10 days to the appointing
14 authority for his approval, a signed approved copy of which shall be returned to
15 the employee by certified mail.

16 (3) Failure to indicate in writing to the appointing authority a willingness to return to
17 the County service prior to the expiration of the leave of absence without pay
18 shall be considered a resignation.

19 (4) Leaves of absence without pay in excess of 30 days require the prior approval of
20 the Director of Human Resources.

21 (5) The County agrees to eliminate Rule VIII, sec. 2(2)(h), which requires leaves of
22 absence without pay to run for public office.

23 (6) Employees returning from an approved leave of absence without pay for 6 months
24 or less shall return to their former position from which the leave was granted.
25 After an approved leave of absence without pay of 6 months or more, employees
26 shall be returned to their former classification if a vacant position authorized to be
27 filled exists. If not, the County will make every effort to place such employee in
28 another vacant position authorized to be filled within the same classification in the
29 County Service. If no such vacancy exists, the employee shall be placed on the
30 reinstatement list for that classification.

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

3
4 2.12.1 MILITARY LEAVE

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

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

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

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

16
17 2.13 BEREAVEMENT LEAVE

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

	<u>CRITICAL ILLNESS*</u>	<u>DEATH</u>
Immediate family of employee:		
Husband, wife, child, brother, sister, parents or foster parents, brother-in-law and sister-in-law	3 days	3 days + travel
Immediate family of spouse:		
Brother, sister, parents or child of employee's spouse, sister-in-law or brother-in-law of spouse	1 day	1 day + travel

1 Other close relatives:
2 Aunt, uncle, first cousin, niece,
3 nephew, or grandparents of 1 day 1 day + travel
4 employee or spouse, grandchildren
5

6 Other causes for excused time:
7 Funeral of fellow worker 1/2 day if approved by division head
8

9 Wedding of: Child, brother,
10 sister, parents or foster parents,
11 brother-in-law and sister-in-law 1 day
12

13 *Critical illness shall be substantiated by a letter from the attending physician
14 indicating that the employee's presence was required.
15

- 16
- 17 (2) The following policies will be formalized:
- 18 (a) Where one day is authorized, it must be taken on the day of the funeral.
 - 19 (b) Where more than one excused day is allowed such days must be
20 consecutive calendar days, one of which is the date of the funeral.
 - 21 (c) Whenever the funeral is outside Milwaukee County, one travel day will be
22 permitted.
 - 23 (d) Scheduled off days shall be considered as part of the total funeral leave
24 allowed when such off days fall within the permissible bereavement
25 period. Scheduled vacation days falling within the bereavement period
26 may be rescheduled for liquidation during the remainder of the year.
 - 27 (e) Bereavement leave shall be administered in accordance with sec. 17.18(4),
28 C.G.O.
29
30
31

1 2.14 INJURY OR ILLNESS IN THE LINE OF DUTY

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

7
8 2.15 CAREER LADDERS

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

12
13 The parties to this Agreement are genuinely interested in working together to fashion mutually
14 agreeable Career Ladders for members of the Association for available positions within their
15 organization based on successful completion of all criteria contained within said ladder when
16 positions are authorized to be filled. It is understood by the parties that management will first
17 offer promotional opportunities to members of the Association who have successfully completed
18 all elements of the criteria for advancement contained within the mutually agreed to career ladder
19 prior to offering these types of positions to non-members of the Association. The parties to this
20 Agreement agree that if no member of the Association has met the qualifications contained
21 within the career ladder that management is free to hire anyone meeting the minimum
22 qualifications for a classification found within the Association's membership. The Director of
23 Human Resources and/or his designee shall continue to establish minimum qualifications for all
24 positions found within Milwaukee County including those positions contained within the career
25 ladders to be developed by the parties.

26
27 It is understood by the parties to this agreement that members of the Association and
28 management will freely share all of their experience, talents, knowledge, skills, and contacts in
29 order to further the overall mission of Milwaukee County and its customers.

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

5
6 2.16 CERTIFICATION

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

9
10 2.17 PROMOTION

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

15 (2) Employees who do not successfully complete their probationary period in the
16 promotional position or who desire to return to their former classifications, shall
17 be permitted to return to the position from which they were promoted in the event
18 such position remains vacant; and if such position has been filled, the County will
19 make every reasonable effort to place such employee in another position within
20 the classification from which he was promoted, or, if no such vacancy exists, to a
21 position in a title and pay range lower than that from which he was promoted.
22 Employees not returned to their former classification because no vacancy exists
23 shall be placed on the appropriate reinstatement list.

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

28
29 2.18 EMPLOYEE PARKING

30 (1) The County will eliminate any charge for parking to employees using County-
31 owned or controlled parking lots, except the Courthouse Annex. The County

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

3 (2) The foregoing paragraph shall not apply to any County-owned or controlled lot
4 available for use to the general public for which parking fees have been
5 established.

6 (3) Employees shall abide by metered or posted parking restrictions.
7

8 2.19 LAYOFFS AND RECALL

9 (1) Whenever it becomes necessary, through lack of work or funds, to reduce the
10 number of County Employees represented by the Association in any position in
11 the classified service, the chief executive officer of the department concerned
12 shall notify the Director of Human Resources of the number and classification of
13 employees to be laid off. The Director of Human Resources, upon receipt of the
14 notice from the department's chief executive officer, shall give to the chief
15 executive officer the names and addresses of the employees who should be laid
16 off in accordance with these rules:

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

- 18 1. Employees on emergency appointment.
- 19 2. Employees on temporary appointment.
- 20 3. Employees on regular appointment (RA) and emergency
21 appointment pending qualifications (EAQ) beginning with the
22 employee with the least seniority (as defined in par. (d) below) in
23 the affected classification.

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

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

- 1 (d) Seniority for layoff purposes is the relative status of an employee based on
2 continuous service from last date of hire, reduced by authorized leaves of
3 absence without pay in excess of 30 days.
- 4 (e) An employee who elects to take a position in a lower classification,
5 displacing an employee with less seniority in such lower classification
6 shall be paid at the maximum of the pay range to which such lower
7 classification shall be paid provided that such rate is not higher than the
8 rate he was receiving in the classification from which he was displaced.
- 9 (f) Should the County find it necessary to initiate a reduction in employees
10 affecting members represented by the Association, the County shall give
11 the Association no less than 4 weeks but no more than 6 weeks notice
12 prior to the effective date of the layoff of the initially affected employee(s)
13 or within 3 days of the action of the County Board when the effective date
14 of the layoff is less than 4 weeks from the date of the County Board
15 meeting at which such action was taken. During the intervening period
16 between the notice and actual layoff, the County shall meet with the
17 Association to discuss possible alternatives. Recommendations of the
18 Association shall be given due consideration.
- 19 (g) The County and the Association shall meet within 3 working days prior to
20 the notification of affected employees to discuss layoffs. The County at
21 this meeting shall provide the Association with a current layoff list,
22 seniority list, and pending retirement list of the department.
- 23 (h) Displacement and recall as contemplated herein shall be restricted to
24 vertical movement only, within a title series and within those
25 classifications represented by the Association.
- 26 (i) The County is genuinely interested in maintaining maximum employment
27 for all employees covered by this Agreement consistent with the needs of
28 the County. In planning to contract or subcontract work, the County shall
29 give due consideration to the interest of County employees by making
30 every effort to insure that employees with seniority will not be laid off or
31 demoted as a result of work being performed by an outside contractor. In

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

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

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

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

- 18 1. Retires
- 19 2. Resigns from County service.
- 20 3. Is discharged and the discharge is not reversed.
- 21 4. Is not recalled from layoff for a period of 2 years.

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

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

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

31

1 2.20 LAYOFF BENEFITS

- 2 (1) The annuity of a laid off employee who has not signed the appropriate forms for
3 deferred retirement shall be in force for a period of not more than 5 years for
4 those employees whose last date of hire preceded January 1, 1971.
- 5 (2) While on layoff an employee may elect to remain a member of the County group
6 for purposes of Employee Health Insurance but shall be required to pay all
7 premiums, whether single or family, while in layoff status. In no event shall the
8 employee be permitted to remain a member of the group for such purpose for a
9 period in excess of one year from the date of layoff.
- 10 (3) A layoff period shall not begin until an employee has used or been compensated
11 for all earned unliquidated personal time, compensatory time and vacation time
12 accrued to the date of layoff.

13
14 2.21 JURY DUTY

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

1 2.23 DEPENDENT CARE VOUCHERS

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

6
7 2.24 DIRECT PAYROLL DEPOSIT

8 Effective as soon as administratively practicable after the execution of this agreement, The
9 Milwaukee County Direct Deposit Program shall be utilized by all employees in the bargaining
10 unit.

11
12 **PART 3**

13
14 3.01 DEPARTMENTAL WORK RULES

- 15 (1) The Association recognizes the prerogative of the County to operate and manage
16 its affairs in all respects in accordance with its responsibilities, duties and powers,
17 pursuant to the statutes of the State of Wisconsin, the ordinances and resolutions
18 of the County and the rules of its Civil Service Commission. The Association
19 recognizes the exclusive right of the County to establish reasonable work rules.
- 20 (2) The County shall meet with the Association for the purpose of discussing the
21 contemplated creation or modification of such rules five days prior to
22 implementation, except in emergency situations where no advance notification
23 shall be required. In such situations, the County shall meet with the Association
24 as soon as practicable following implementation.

25
26 3.02 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY MEETINGS.

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

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

5
6 3.03 BARGAINING TIME

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

13
14 3.04 BULLETIN BOARDS

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

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

- 26 (2) Upon written notice by the employer, the Association shall promptly remove from
27 such bulletin board any material which is libelous, scurrilous, or in any way
28 detrimental to the labor-management relationship.

- 29 (3) The posting of any Association-authorized material which is in violation of this
30 section shall be cause for the immediate removal of the bulletin board and
31 cancellation of bulletin board privileges.

1 3.05 CHANGES IN CLASSIFICATION

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

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

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

26
27 3.06 SEVERE WEATHER PROCEDURE

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

1 3.08 REGISTRATION EXAMINATIONS

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

6
7 3.09 PROFESSIONAL LIABILITY

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

10
11 3.10 ACCESS TO PERSONNEL FILES

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

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

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

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

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

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

31

1 3.11 AFFIRMATIVE ACTION STATEMENT

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

7
8 By the inclusion of the foregoing language, the Technicians, Engineers and Architects of
9 Milwaukee County (TEAMCO) reserve any and all rights which it may have to seek clarification
10 of the impact of the consent order in Civil Action No. 74-C-374 in the case of Johnnie G. Jones,
11 et al vs. Milwaukee County, et al, in the United States District Court for the Eastern District of
12 Wisconsin; and to the extent that the United States District Court for the Eastern District of
13 Wisconsin shall modify the decision in the referenced case, or provide interpretation of the
14 decision in the referenced case, the rights and opportunities of the Association regarding
15 affirmative action shall be modified accordingly.

16
17 3.12 MUTUAL CONCERNS COMMITTEE

18 A committee comprised of three (3) managers, two appointed by the Director of DPW and one
19 appointed by the Director of Parks, and three (3) representative electees from TEAMCO will be
20 formed within sixty (60) days after the execution of this agreement for the purpose of discussing
21 matters of concern that would be of mutual benefit to the services provided to the department(s)
22 and/or to the employees in providing such services. The sole purpose is to create an opportunity
23 for day to day ideas and potential problems to be discussed openly and informally.
24 The committee shall meet at dates mutually selected at the first meeting.

25
26 Written notice of changes in committee membership shall be given not less than twenty (20)
27 days prior to a scheduled meeting.

28
29 3.13 LICENSING

30 The County agrees to reimburse bargaining unit members for licensing that is a requirement for
31 employment.

1 3.14 TUITION AND DUES REIMBURSEMENT

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

7 Effective January 1, 2011, the County shall be obligated to set aside a sum of not less than five
8 hundred dollars (\$500) per TEAMCO represented employee per year to be used by employees
9 for training and education sessions, classes, conventions, fees, professional society dues, and
10 books, subject to the employee's advance written approval from their department head for such
11 expenditures. Such disbursement will be made in accordance with procedures to be designated
12 by the County. The County agrees to allow seminars required under continuing education
13 requirements to be taken during the regular work hours, without use of personal, holiday, or
14 vacation time. Consent shall not be unreasonably withheld. Any funds not utilized in a calendar
15 year, will revert to the authorizing Department.

16
17 3.15 CORPORATE TRANSIT PASS

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

24
25
26 **PART 4**

27
28 4.01 SETTLEMENT OF GRIEVANCES

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

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

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

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

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

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

7 (7) STEPS IN THE PROCEDURE

8 (a) STEP 1

9 1. The employee alone or with his/her Association Representative
10 shall explain the grievance verbally to his/her immediate
11 supervisor designated to respond to employee grievances.

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

15 (b) STEP 2

16 1. If the grievance is not settled at the first step, the employee alone
17 or with his/her representative shall prepare the grievance in writing
18 on the Grievance Initiation Form and shall present such form to the
19 immediate supervisor designated in Step 1 to initial as
20 confirmation of his/her verbal response. The employee alone or
21 with his/her Association Representative shall fill out the Grievance
22 Initiation Form pursuant to section 4.01(6) (c) 1,2,3,4,5, and 6 of
23 this Agreement.

24 2. The employee or his/her Association Representative after receiving
25 confirmation shall forward the grievance to his/her appointing
26 authority or to the person designated by him/her to receive
27 grievances within fifteen (15) working days of the verbal decision.
28 Failure of the supervisor to provide confirmation shall not impede
29 the timeliness of the appeal.

30 3. The person designated in Step 2, Par. 2, will schedule a hearing
31 with the person concerned and within fifteen (15) days from date

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

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

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

13 (c) STEP 3

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

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

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

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

4 (d) STEP 4

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

10 2. The Association shall, in writing, notify the Director of Labor
11 Relations or his/her designee within forty-eight (48) hours prior to
12 the arbitration hearing of the names of the employees the
13 Association wishes to have released for the arbitration hearing.
14 The release of said employees shall be subject to review by the
15 Director of Labor Relations or his/her designee and shall be subject
16 to mutual agreement between the Association and the Director of
17 Labor Relations. The release of employees shall be subject to
18 workload and staffing demands of the department.

19 (8) ARBITRATION PROCEDURE

20 (a) To assist in the resolution of disputes arising under the terms of the
21 Agreement and in order to resolve such disputes, the parties agree to
22 petition the Wisconsin Employment Relations Commission to appoint a
23 member of their staff to serve as arbitrator to resolve all grievances arising
24 between the parties.

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

1 identify the specific contract provision upon which it relies, the grievance,
2 the department, and the employees involved.

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

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

6 1. The statutory or charter obligations which by law are delegated to
7 the Milwaukee County Board of Supervisors or the County
8 Executive.

9 2. Disputes or differences regarding the classification of positions and
10 the elimination or creation of positions.

11 (f) No issue shall be the subject of arbitration unless the issue results from an
12 action or occurrence which takes place following the execution of this
13 Agreement.

14 (g) The arbitrator selected shall hold a hearing at a time and place convenient
15 to the parties within 30 working days of the notification of selection,
16 unless otherwise mutually agreed upon by the parties and witnesses may
17 be called. The arbitrator shall determine whether or not the dispute is
18 arbitrable, under the express terms of this Agreement and shall render a
19 bench decision regarding the procedural arguments presented by the
20 parties before proceeding to hear the merits of the grievance. Once it is
21 determined that a dispute is arbitrable, the arbitrator shall proceed in
22 accordance with this section to determine the merits of the dispute
23 submitted to arbitration.

24 (h) No award of any arbitrator may be retroactive for a period greater than
25 130 working days prior to the formal request for arbitration as herein
26 provided, nor shall it cover or include any period prior to the date of
27 execution of this Agreement.

28 (i) The arbitrator shall neither add to, detract from nor modify the language of
29 this Agreement in arriving at a determination of any issue presented that is
30 proper for arbitration within the limitations expressed herein. The

1 arbitrator shall have no authority to grant wage increases or wage
2 decreases.

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

10 (k) All expenses involved in the arbitration proceeding shall be divided
11 equally between the Union and the County. Expenses relating to the
12 calling of witnesses or the obtaining of depositions or any other similar
13 expense associated with proceeding shall be borne by the party at whose
14 request the witnesses or depositions are required.

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

17 (9) INTERPRETATION OF THE MEMORANDUM OF AGREEMENT

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

28 (10) LIMITATIONS

29 (a) No grievance shall be initiated after the expiration of 60 calendar days
30 from the date of the grievable event.

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

11
12
13 **PART 5**

14
15 5.01 SUCCESSORS AND ASSIGNS

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

21
22 5.02 ENTIRE AGREEMENT

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

1 5.03 SAVING CLAUSE

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

7
8 5.04 COLLATERAL AGREEMENTS

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

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

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

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

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

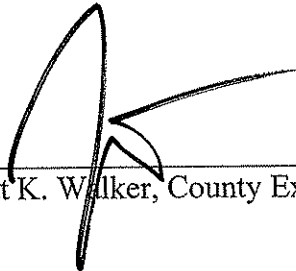
29
30 All collateral agreements shall be executed by the President of the Association and/or his/her
31 designee and authorized and signed by the Director of Labor Relations.

Dated at Milwaukee, Wisconsin this 14th day of April, 2010.
(Three copies of this instrument are being executed all with the same force and effect
as though each were an original.)

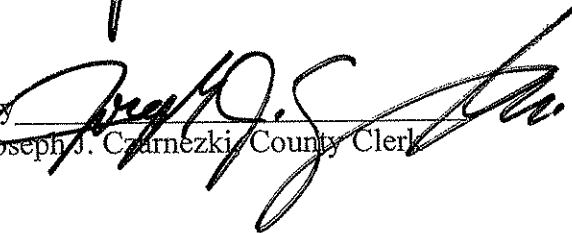
TECHNICIANS, ENGINEERS AND
ARCHITECTS OF MILWAUKEE
COUNTY

COUNTY OF MILWAUKEE
a municipal body Corporate

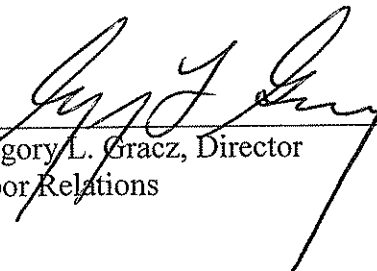
By Kevin P. O'Brien
Kevin O'Brien, President

By 
Scott K. Walker, County Executive

By Timothy Detzer
Timothy Detzer, Secretary

By 
Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:


Gregory L. Gracz, Director
Labor Relations

APPROVED FOR EXECUTION


Corporation Counsel



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 TEAMCO 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 any bargaining unit employees who are laid off shall be recalled. There shall be no further 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.

Handwritten signature of Kevin O'Brien in black ink.

Kevin O'Brien
President
TEAMCO

Handwritten signature of Greg Gracz in black ink.

Greg Gracz
Director of Labor Relations

Date: 3-31-10

Date: 3-31-10

Appendix 1

2009-2011 Technicians, Engineers and Architects of Milwaukee County Wage Rates
(for informational purposes only)

Page 1 of 2

Effective January 1, 2009

Pay Range 24A

Step	Hourly	Biweekly	Annual
01	\$16.5872	\$1,326.98	\$34,501.38
02	\$17.2324	\$1,378.59	\$35,843.39
03	\$17.8880	\$1,431.04	\$37,207.04
04	\$18.5436	\$1,483.49	\$38,570.69
05	\$19.1887	\$1,535.10	\$39,912.50
06	\$19.8443	\$1,587.54	\$41,276.14
07	\$20.4896	\$1,639.17	\$42,618.37
08	\$21.1451	\$1,691.61	\$43,981.81
09	\$21.8006	\$1,744.05	\$45,345.25
10	\$22.4458	\$1,795.66	\$46,687.26
11	\$23.1014	\$1,848.11	\$48,050.91
12	\$23.7466	\$1,899.73	\$49,392.93
13	\$24.4022	\$1,952.18	\$50,756.58
14	\$25.0473	\$2,003.78	\$52,098.38
15	\$25.7030	\$2,056.24	\$53,462.24
16	\$26.3585	\$2,108.68	\$54,825.68
17	\$27.0037	\$2,160.30	\$56,167.70
18	\$27.6593	\$2,212.74	\$57,531.34
19	\$28.3044	\$2,264.35	\$58,873.15
20	\$28.9600	\$2,316.80	\$60,236.80
21	\$29.2722	\$2,341.78	\$60,886.18

Effective January 1, 2009

Pay Range 29A

Step	Hourly	Biweekly	Annual
01	\$20.2918	\$1,623.34	\$42,206.94
02	\$20.8849	\$1,670.79	\$43,440.59
03	\$21.4782	\$1,718.26	\$44,674.66
04	\$22.0712	\$1,765.70	\$45,908.10
05	\$22.6644	\$1,813.15	\$47,141.95
06	\$23.2471	\$1,859.77	\$48,353.97
07	\$23.8402	\$1,907.22	\$49,587.62
08	\$24.4334	\$1,954.67	\$50,821.47
09	\$25.0265	\$2,002.12	\$52,055.12
10	\$25.6094	\$2,048.75	\$53,267.55
11	\$26.2024	\$2,096.19	\$54,500.99
12	\$26.7956	\$2,143.65	\$55,734.85
13	\$27.3887	\$2,191.10	\$56,968.50
14	\$27.9818	\$2,238.54	\$58,202.14
15	\$28.5646	\$2,285.17	\$59,414.37
16	\$29.1577	\$2,332.62	\$60,648.02
17	\$29.7510	\$2,380.08	\$61,882.08
18	\$30.3440	\$2,427.52	\$63,115.52
19	\$30.9372	\$2,474.98	\$64,349.38
20	\$31.5199	\$2,521.59	\$65,561.39
21	\$31.8426	\$2,547.41	\$66,232.61

Effective January 1, 2009

Pay Range 28A

Step	Hourly	Biweekly	Annual
01	\$26.0879	\$2,087.03	\$54,262.83
02	\$27.2222	\$2,177.78	\$56,622.18
03	\$28.5125	\$2,281.00	\$59,306.00
04	\$29.7822	\$2,382.58	\$61,946.98
05	\$32.9560	\$2,636.48	\$68,548.48
06	\$33.2681	\$2,661.45	\$69,197.65

Effective January 1, 2009

Pay Range 29B

Step	Hourly	Biweekly	Annual
01	\$27.8050	\$2,224.40	\$57,834.40
02	\$29.1265	\$2,330.12	\$60,583.12
03	\$30.4169	\$2,433.35	\$63,267.15
04	\$31.8842	\$2,550.74	\$66,319.14
05	\$33.3201	\$2,665.61	\$69,305.81

Appendix 1

2009-2011 Technicians, Engineers and Architects of Milwaukee County Wage Rates
(for informational purposes only)

Page 2 of 2

Effective January 1, 2009

Pay Range 29G

Step	Hourly	Biweekly	Annual
01	\$27.2326	\$2,178.61	\$56,643.81
02	\$28.4189	\$2,273.51	\$59,111.31
03	\$29.7718	\$2,381.74	\$61,925.34
04	\$31.0933	\$2,487.46	\$64,674.06
05	\$34.3295	\$2,746.36	\$71,405.36
06	\$34.6417	\$2,771.34	\$72,054.74

Effective January 1, 2009

Pay Range 30A

Step	Hourly	Biweekly	Annual
01	\$18.5956	\$1,487.65	\$38,678.85
02	\$19.3552	\$1,548.42	\$40,258.82
03	\$20.1045	\$1,608.36	\$41,817.36
04	\$20.8641	\$1,669.13	\$43,397.33
05	\$21.6238	\$1,729.90	\$44,977.50
06	\$22.3730	\$1,789.84	\$46,535.84
07	\$23.1326	\$1,850.61	\$48,115.81
08	\$23.8923	\$1,911.38	\$49,695.98
09	\$24.6416	\$1,971.33	\$51,254.53
10	\$25.4011	\$2,032.09	\$52,834.29
11	\$26.1504	\$2,092.03	\$54,392.83
12	\$26.9100	\$2,152.80	\$55,972.80
13	\$27.6698	\$2,213.58	\$57,553.18
14	\$28.4189	\$2,273.51	\$59,111.31
15	\$29.1785	\$2,334.28	\$60,691.28
16	\$29.9382	\$2,395.06	\$62,271.46
17	\$30.6874	\$2,454.99	\$63,829.79
18	\$31.4471	\$2,515.77	\$65,409.97
19	\$32.2067	\$2,576.54	\$66,989.94
20	\$32.9560	\$2,636.48	\$68,548.48
21	\$33.2681	\$2,661.45	\$69,197.65

Effective January 1, 2009

Pay Range 32A

Step	Hourly	Biweekly	Annual
01	\$21.7070	\$1,736.56	\$45,150.56
02	\$22.5812	\$1,806.50	\$46,968.90
03	\$23.4448	\$1,875.58	\$48,765.18
04	\$24.3189	\$1,945.51	\$50,583.31
05	\$25.1930	\$2,015.44	\$52,401.44
06	\$26.0567	\$2,084.54	\$54,197.94
07	\$26.9308	\$2,154.46	\$56,016.06
08	\$27.8050	\$2,224.40	\$57,834.40
09	\$28.6791	\$2,294.33	\$59,652.53
10	\$29.5427	\$2,363.42	\$61,448.82
11	\$30.4169	\$2,433.35	\$63,267.15
12	\$31.2909	\$2,503.27	\$65,085.07
13	\$32.1547	\$2,572.38	\$66,881.78
14	\$33.0288	\$2,642.30	\$68,699.90
15	\$33.9030	\$2,712.24	\$70,518.24
16	\$34.7769	\$2,782.15	\$72,335.95
17	\$35.6407	\$2,851.26	\$74,132.66
18	\$36.5148	\$2,921.18	\$75,950.78
19	\$37.3889	\$2,991.11	\$77,768.91
20	\$38.2526	\$3,060.21	\$79,565.41
21	\$38.5648	\$3,085.18	\$80,214.78

Effective June 26, 2011

Pay Range 34A

Step	Hourly	Biweekly	Annual
01	\$38.7500	\$3,100.00	\$80,600.00
02	\$39.5900	\$3,167.20	\$82,347.20
03	\$40.4300	\$3,234.40	\$84,094.40
04	\$41.2700	\$3,301.60	\$85,841.60
05	\$42.1300	\$3,370.40	\$87,630.40
06	\$42.9700	\$3,437.60	\$89,377.60
07	\$43.8400	\$3,507.20	\$91,187.20
08	\$44.9600	\$3,596.80	\$93,516.80
09	\$46.0900	\$3,687.20	\$95,867.20

TEAMCO CAREER LADDER COLLATERAL AGREEMENT

In an effort to provide Milwaukee County management with a more streamlined method for the recruitment of professional employees that are members of the TEAMCo bargaining unit, the parties to the last set of negotiations were able to reach the following understanding:

2.15 CAREER LADDERS

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

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

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

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

Based on the language below the parties have been able to reach agreement on a career ladder procedure:

The following shall constitute a collateral agreement between TEAMCo and Milwaukee County relative to the career ladder program in the Department of Public Works.


The parties to this agreement agree to:

- A. Follow the provisions of the Career Ladder Agreement between the Department of Labor Relations, the Milwaukee County Department of Public Works and TEAMCo (Revised September 1998).
- B. The salary schedule for career ladder positions as developed by the Department of Human Resources.
- C. That the levels in the career ladders, for each classification, shall be limited to the following steps, where appropriate, in the salary range:
 - Level 1 Step 1 through Step 5
 - Level 2 Step 6 through Step 10
 - Level 3 Step 11 through Step 15
 - Level 4 Step 16 through Step 20

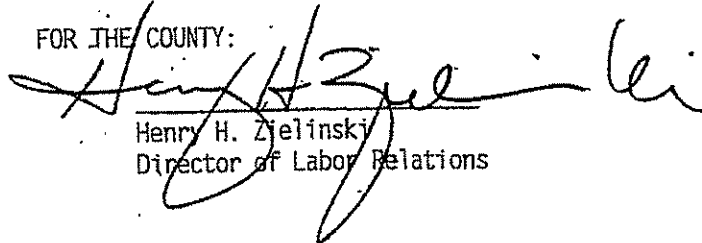
(The proposed career ladders and salary ranges are attached to this agreement as well as the notification of classification review)

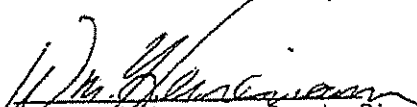
- D. Employees shall not move to a step in the pay range associated with a higher level in the career ladder unless the Director of Public Works/Transportation determines that the employee meets all criteria for the higher level and that there is a sustained need for an individual to be at the higher level.
- E. The Director of Public Works/Transportation may move, upon written authorization from the Director of Human Resources, an individual to the step in the pay range that is associated with the lowest step for a higher level in the criteria for the career ladder upon the Director of Public Works/Transportation determining that the employee meets all criteria for that level in the career ladder and that there is a sustained need for an individual to be at that level of the career ladder.
- F. Upon implementation of this career ladder, employees included in the career ladder shall move to the next higher rate of pay in the new pay range schedule above their current rate of pay and shall retain any increment hours they had accrued prior to implementation in determining eligibility to move to the next higher step in the new pay range for the career ladder.
- G. TEAMCO agrees not to pursue to arbitration or through litigation any changes in the overall structure of the proposed TEAMCO Career Ladder Program. This agreement shall replace in its entirety those provisions of the TEAMCO Collective Bargaining Agreement that relate to movement within pay ranges, steps in the pay range or promotional paths that are achieved by virtue of Civil Service Rules and Regulations. The parties agree that all past practices related to former titles and classifications that will be changed pursuant to the reclassification process are no longer applicable. The provisions of this agreement shall dictate the method and manner that those classifications affected by this agreement shall be treated for promotion, advancement within the various pay ranges and promotional opportunities. The provisions of Section 2.15 of the collective bargaining agreement are incorporated into this agreement and shall continue to serve the parties in all future negotiations concerning promotional opportunities for other classifications represented by TEAMCO. Nothing in this agreement shall bar an appointing authority from hiring a non-TEAMCO employee if there are no members from TEAMCO that have not been able to meet all criteria for advancement within a given classification's career ladder.
- H. The provisions of this agreement are contingent upon successful approval of the reclassification process by the policy makers of Milwaukee County. If there are no objections raised to the reclassification requests associated with this collateral agreement, this agreement shall be implemented as soon as administratively feasible by the Milwaukee County Department of Human Resources and the Department of Public Works management.

FOR THE UNION:


 President, TEAMCO

FOR THE COUNTY:


 Henry H. Zjelinsky
 Director of Labor Relations


 William Heinemann, Deputy Director Public Works

CAREER LADDER AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF PUBLIC WORKS
AND
TEAMCO
(Revised September 22, 1998)

General Principles

The following general principles will apply to all of the positions covered under this career ladder document, and will guide the implementation of the career ladder.

1. The purpose of this career ladder is to provide an opportunity for professionals to improve their skills and qualifications for career advancement, and thereby enhance and improve the overall mission of Milwaukee County to better serve its customers. For all positions outlined in this document, advancement from one level to the next within the ladder shall be based on an individual's level of achievement in completing the necessary requirements for promotion. Those requirements shall be developed jointly by TEAMCO's employee and DPW management to insure the highest degree of consistency among the different section managers. The requirements shall be clearly understood by the professional prior to his/her participation in the career ladder.
2. There will be no automatic movement through the levels in a classification until there is a sustained departmental need for the higher level position, and the professional has met all of the criteria mentioned above.
3. It will be DPW management's responsibility to identify appropriate courses and training for a specific career ladder, and allow all qualified individuals to participate. It will be the professional's responsibility to initiate the process of participating in a course or training. If a professional wishes to use a training course or seminar for the purpose of counting towards their career ladder requirement which has not been previously identified by DPW management, such course or seminar may be used with the approval of DPW management. All tracking and filing of completed course work and training for the purpose of career ladder advancement shall be the responsibility of DPW administration. It will be the employee's responsibility to obtain and file proper course documentation with DPW administration.
4. Determination of satisfactory job performance shall be based on evaluation ratings given by the professional's managing supervisor in the annual performance appraisal. Determination of the satisfactory completion of the promotional criteria shall also be done by the professional's managing supervisor during the annual performance review. The department shall ensure that the Performance Appraisal Form evaluation criteria are consistent within each classification. Such reviews shall be done in a timely manner. A professional shall be offered an opportunity to respond to the evaluation. If there is a disagreement between the professional and the managing supervisor regarding any of the information in the annual review, there shall be an administrative appeals process in place to resolve such disagreements, including but not limited to, Chapter 110 of the General County Ordinances.

These four general principles will be applied to all of the career ladders for each individual profession. Specific details and administrative procedures will be drafted and agreed to at a later date. A consistent process for career ladder advancement will be developed through a joint effort between TEAMCO and DPW management.

ENGINEER PROMOTIONAL CRITERIA

CRITERIA FOR CLASSIFICATION PROMOTION FROM ENGINEER LEVEL 1 TO ENGINEER LEVEL 2

1. Satisfactory completion of approved course work and/or in-house training.
2. Certification by the State of Wisconsin as an Engineer in Training (EIT).
3. An acceptable work performance and attendance record as determined by the annual performance appraisal.
4. A minimum of two (2) years worked as a Engineer, having demonstrated competent performance in previous assignments as determined by DPW management. An advanced degree in Engineering or a related field may substitute for the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION FROM ENGINEER LEVEL 2 TO ENGINEER LEVEL 3

1. Satisfactory completion of approved course work and/or in-house training.
2. Licensure by the State of Wisconsin as Professional Engineer (PE).
3. An acceptable work performance and attendance record as determined by the annual performance appraisal.
4. A minimum of five (5) years cumulative worked as a Engineer, having demonstrated competent performance in previous assignments as determined by DPW management. An advanced degree in Engineering or a related field may substitute for two (2) years of the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION FROM ENGINEER LEVEL 3 TO ENGINEER LEVEL 4

1. Satisfactory completion of approved course work and/or in-house training.
2. A minimum of three (3) years in responsible charge of Engineering projects.
3. An acceptable work performance and attendance record as determined by the annual performance appraisal.
4. A minimum of seven (7) years cumulative worked as a Engineer, having demonstrated competent performance in previous assignments as determined by DPW management. An advanced degree in Engineering or a related field may substitute for two (2) years of the experience requirement. A minimum of one (1) year experience with Milwaukee County is preferred.

ENGINEERING TECHNICIAN PROMOTIONAL CRITERIA

CRITERIA FOR CLASSIFICATION PROMOTION FROM ENGINEERING TECHNICIAN LEVEL 1 TO ENGINEERING TECHNICIAN LEVEL 2

1. Satisfactory completion of approved course work and/or in-house training in basic AutoCAD drafting software, word processing and spreadsheet applications.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of five (5) years worked at a Engineering Technician Level 1 capacity, having demonstrated competent performance in previous assignments, as determined by DPW management. College or university level course work may be substituted for the experience requirement on a year for year basis, to a maximum of two (2) years.

CRITERIA FOR CLASSIFICATION PROMOTION FROM ENGINEERING TECHNICIAN LEVEL 2 TO ENGINEERING TECHNICIAN LEVEL 3

1. Satisfactory completion of approved course work and/or in-house training in introductory construction field inspection and construction project management.
2. Satisfactory completion of approved course work and/or in-house training in advanced Auto Cad applications.
3. An acceptable work performance and attendance record as determined by the annual performance appraisal.
4. A minimum of six (6) years cumulative worked at a Engineering Technician Level 1 and/or Engineering Technician Level 2 capacity, having demonstrated competent performance in previous assignments, as determined by DPW management. An Associate degree in Engineering Technology may substitute for two (2) years of the experience requirement. College or university level course work may be substituted for the experience requirement on a year for year basis, to a maximum of two (2) years.

CRITERIA FOR CLASSIFICATION PROMOTION FROM ENGINEERING TECHNICIAN LEVEL 3 TO ENGINEERING TECHNICIAN LEVEL 4

1. Satisfactory completion of approved course work and/or in-house training in advanced training in construction inspection and project management.
2. Satisfactory completion of approved course work and/or in-house training in advanced Auto Cad applications.
3. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of ten (10) years worked at a Engineering Technician Level 1, Engineering Technician Level 2, and/or Engineering Technician Level 3 capacity, having demonstrated competent performance in previous assignments, as determined by DPW management. An Associate degree

in Engineering Technology may substitute for two (2) years of the experience requirement. College or university course work may be substituted for the experience requirement on a year for year basis, to a maximum of two (2) years. A minimum of five (5) years of experience with Milwaukee County is preferred.

CONSTRUCTION COORDINATOR PROMOTIONAL CRITERIA

CRITERIA FOR CLASSIFICATION PROMOTION FROM CONSTRUCTION COORDINATOR LEVEL 1 TO CONSTRUCTION COORDINATOR LEVEL 2

1. Satisfactory completion of approved course work and/or in-house training in construction field inspection and construction project management, basic word processing and spreadsheet applications.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of ten (10) years of experience at a Construction Coordinator Level 1 capacity, having demonstrated competent performance in previous assignments, as determined by DPW management. An Associate's Degree may substitute for four (4) years of the experience requirement. A Bachelor's Degree in a related discipline may substitute for eight (8) years of the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION FROM CONSTRUCTION COORDINATOR LEVEL 2 TO CONSTRUCTION COORDINATOR LEVEL 3

1. Satisfactory completion of approved course work and/or in-house training in advanced construction field inspection and construction project management.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of fifteen (15) years cumulative experience at a Construction Coordinator Level 1 and/or Construction Coordinator Level 2 capacity, having demonstrated competent performance in previous assignments, as determined by DPW management. An Associate's Degree may substitute for four (4) years of the experience requirement. A Bachelor's Degree in a related discipline may substitute for eight (8) years of the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION FROM CONSTRUCTION COORDINATOR LEVEL 3 TO CONSTRUCTION COORDINATOR LEVEL 4

1. Satisfactory completion of approved course work and/or in-house training in advanced training in construction inspection and project management.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of twenty (20) years cumulative experience at a Construction Coordinator Level 1, Construction Coordinator Level 2, and/or Construction Coordinator Level 3 capacity, having demonstrated competent performance in previous assignments, as determined by DPW management. An Associate's Degree may substitute for four (4) years of the experience requirement. A Bachelor's Degree in a related discipline may substitute for eight (8) years of the experience requirement. A minimum of five (5) years of experience with Milwaukee County is preferred.

ENGINEERING TECHNICIAN - SURVEYOR PROMOTIONAL CRITERIA

CRITERIA FOR CLASSIFICATION PROMOTION
FROM ENGINEERING TECHNICIAN - SURVEYOR LEVEL 1
TO ENGINEERING TECHNICIAN - SURVEYOR LEVEL 2

1. Satisfactory completion of approved courses and/or in-house training.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of six (6) years worked in the surveying profession, having demonstrated competent performance in previous assignments as determined by DPW management. An Associate's Degree in Land Survey or Civil/Public Works Technology may substitute for three (3) years of the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION
FROM ENGINEERING TECHNICIAN - SURVEYOR LEVEL 2
TO ENGINEERING TECHNICIAN - SURVEYOR LEVEL 3

1. Satisfactory completion of approved course work and/or in-house training.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of eight (8) years cumulative worked in the surveying profession, having demonstrated competent performance in previous assignments as determined by DPW management. An Associate's Degree in Land Survey or Civil/Public Works Technology may substitute for three (3) years of the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION
FROM ENGINEERING TECHNICIAN - SURVEYOR LEVEL 3
TO ENGINEERING TECHNICIAN - SURVEYOR LEVEL 4

1. Satisfactory completion of approved course work and/or in-house training.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. Registration as a Professional Land Surveyor by the State of Wisconsin.
4. A minimum of ten (10) years cumulative worked in the surveying profession, having demonstrated competent performance in previous assignments as determined by DPW management. An Associate's Degree in Land Survey or Civil/Public Works Technology, or a Professional Land Surveyor License may substitute for three (3) years of the experience requirement.

ARCHITECTURAL DESIGNER PROMOTIONAL CRITERIA

CRITERIA FOR CLASSIFICATION PROMOTION
FROM ARCHITECTURAL DESIGNER LEVEL 1
TO ARCHITECTURAL DESIGNER LEVEL 2

1. Satisfactory completion of approved course work and/or in-house training in AutoCAD, basic word processing and spreadsheet applications.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of four (4) years worked at an Architectural Designer Level 1 capacity, having demonstrated competent performance in previous assignments as determined by DPW management. A Bachelor's Degree in a related discipline may substitute for three (3) years of the experience requirement.

CRITERIA FOR CLASSIFICATION PROMOTION
FROM ARCHITECTURAL DESIGNER LEVEL 2
TO ARCHITECTURAL DESIGNER LEVEL 3

1. Satisfactory completion of approved course work and/or in-house training in advanced AutoCAD, and other field related topics.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of nine (9) years cumulative worked at an Architectural Designer Level 1 and/or Architectural Designer Level 2 capacity, having demonstrated competent performance in previous assignments as determined by DPW management.

CRITERIA FOR CLASSIFICATION PROMOTION
FROM ARCHITECTURAL DESIGNER LEVEL 3
TO ARCHITECTURAL DESIGNER LEVEL 4

1. Satisfactory completion of approved course work and/or in-house training.
2. An acceptable work performance and attendance record as determined by the annual performance appraisal.
3. A minimum of fourteen (14) years cumulative worked at an Architectural Designer Level 1, Architectural Designer Level -2, and/or Architectural Designer Level 3 capacity, having demonstrated competent performance in previous assignments as determined by DPW management. A minimum of five (5) years of experience with Milwaukee County is preferred.