

1 2005 - 2006

2 AGREEMENT

3 between

4 COUNTY OF MILWAUKEE

5 and

6 ASSOCIATION OF MILWAUKEE COUNTY ATTORNEYS

7
8 * * * * *

9
10 This Agreement made and entered into by and between the County of Milwaukee, a municipal
11 body corporate, as municipal employer, hereinafter referred to as "County", and the
12 Association of Milwaukee County Attorneys, as representatives of employees who are
13 employed by the County of Milwaukee, hereinafter referred to as "Association".

14
15 W I T N E S S E T H

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

18
19 PART 1

20 1.01 RECOGNITION

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

1 1.02 EMPLOYEE DEFINED

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

5
6 1.03 DURATION OF AGREEMENT

7 (1) The provisions of this Agreement shall become effective on January 1, 2005,
8 unless otherwise herein provided. Unless otherwise modified or extended by
9 mutual agreement of the parties, this Agreement shall expire on December 31,
10 2006.

11 (2) The initial bargaining proposals of the County and the Association for a
12 successor agreement shall be exchanged prior to October 15, 2006, at a time
13 mutually agreeable to the parties.

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

17
18 1.04 MANAGEMENT RIGHTS

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

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

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

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

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

1.05 TRANSFER OF COUNTY FUNCTIONS

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

1 1.06 WORKING CONDITIONS

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

4
5 1.07 CONSENT DECREE PROVISION

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

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

19
20 PART 2

21
22 2.01 WAGES

- 23 (1) Effective November 6, 2005 the wages of the bargaining unit shall be
24 increased by two percent (2.0%).
- 25 (2) Effective July 2, 2006 the wages of the bargaining unit shall be increased by
26 two percent (2.0%).
- 27 (3) Employees shall advance from one step in the range to the next higher step
28 based upon meritorious performance at each step of at least 2080 straight time
29 hours paid, and upon completion of a performance appraisal by the appointing
30 authority or designee. However an employee in the classification of Legal
31 Counsel Child Support I shall not be advanced beyond Step 12 under any
32 circumstances prior to January 1, 2006.

- 1 (4) Effective January 1, 2006 employees in the Legal Counsel Child Support I,
 2 Legal Counsel Criminal, and Legal Counsel I Adoptions classifications shall
 3 be allowed to advance to any and all steps beyond Step 12 in the range based
 4 upon meritorious performance at each step of the range of at least 2080 straight
 5 time hours paid and upon completion of a performance appraisal by the
 6 appointing authority or designee. Employees who have been at Step 12 for at
 7 least 2080 hours shall move to Step 13 at the beginning of the pay period
 8 following the day and month of the employee's hire date upon completion of a
 9 performance appraisal by the appointing authority.
- 10 (5) The appointing authority may, at his/her discretion, advance an employee more
 11 than one step after completing 2080 straight time hours paid for outstanding
 12 performance he/she feels is deserving of such advancement as determined by a
 13 performance appraisal completed by the appointing authority or designee.
- 14 (6) Employees may, at the discretion of the appointing authority, be held at their
 15 current step or be demoted as much as two steps upon unsatisfactory
 16 performance as determined by a performance appraisal completed by the
 17 appointing authority or designee.
- 18 (7) The appointing authority may at the time of hire appoint an individual to any
 19 step in the pay range.
- 20 (8) The wages of the Bargaining Unit, Pay Range 34Z for the calendar years 2005
 21 and 2006 shall be as follows:

Effective 11 06 2005				Effective 07 02 2006			
STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	\$19.46	\$1,556.96	\$40,636.67	1	\$19.85	\$1,588.10	\$41,449.41
2	\$20.82	\$1,665.37	\$43,466.27	2	\$21.23	\$1,698.68	\$44,335.60
3	\$23.11	\$1,848.50	\$48,245.88	3	\$23.57	\$1,885.47	\$49,210.80
4	\$25.47	\$2,037.74	\$53,185.01	4	\$25.98	\$2,078.49	\$54,248.71
5	\$27.24	\$2,179.52	\$56,885.46	5	\$27.79	\$2,223.11	\$58,023.17
6	\$29.14	\$2,331.20	\$60,844.26	6	\$29.72	\$2,377.82	\$62,061.15
7	\$31.17	\$2,493.43	\$65,078.44	7	\$31.79	\$2,543.30	\$66,380.01
8	\$32.88	\$2,630.37	\$68,652.60	8	\$33.54	\$2,682.98	\$70,025.65
9	\$35.66	\$2,852.56	\$74,451.72	9	\$36.37	\$2,909.61	\$75,940.76
10	\$38.14	\$3,051.02	\$79,631.73	10	\$38.90	\$3,112.04	\$81,224.36
11	\$39.99	\$3,199.36	\$83,503.20	11	\$40.79	\$3,263.34	\$85,173.27
12	\$42.54	\$3,403.35	\$88,827.39	12	\$43.39	\$3,471.42	\$90,603.94
13	\$45.09	\$3,607.55	\$94,157.12	13	\$46.00	\$3,679.70	\$96,040.26
14	\$47.80	\$3,824.00	\$99,806.52	14	\$48.76	\$3,900.48	\$101,802.65
15	\$50.67	\$4,053.45	\$105,794.98	15	\$51.68	\$4,134.52	\$107,910.88

(9) Except as otherwise provided, pay range 34Z applies to employees in all attorney classifications governed by the WERC certification, including, the classifications of Principal Assistant Corporation Counsel, Assistant Family Court Commissioner, Judicial Court Commissioner, Fulltime Court Commissioner, Probate Court Commissioner, Legal Counsel I Child Support, Legal Counsel Criminal, Legal Counsel Adoptions and Deputy Register in Probate.

(10) The wages of the Bargaining Unit, Pay Range 24C for the calendar years 2005 and 2006 shall be as follows:

Effective 11 06 2005				Effective 07 02 2006			
STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	\$21.55	\$1,723.83	\$44,992.03	1	\$21.98	\$1,758.31	\$45,891.87
2	\$22.37	\$1,789.76	\$46,712.67	2	\$22.82	\$1,825.55	\$47,646.92
3	\$23.19	\$1,855.53	\$48,429.25	3	\$23.66	\$1,892.64	\$49,397.84
4	\$24.02	\$1,921.30	\$50,145.84	4	\$24.50	\$1,959.72	\$51,148.75
5	\$25.10	\$2,008.26	\$52,415.52	5	\$25.61	\$2,048.42	\$53,463.83

(11) Pay range 24C applies to employees in the classification of Court Research Coordinator.

2.02 VACATION

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

After one year 80 hours

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

After five years 120 hours

After ten years 160 hours

After 15 years 200 hours

After twenty years 240 hours

- 1 (2) Whenever possible and subject to the approval of the department head,
2 vacation shall be scheduled and holiday assignments made on the basis of
3 seniority.
- 4 (3) Employees may carry a maximum of one-half of the allotted hours for that year
5 of accrued vacation from one calendar year to the next.
- 6 (4) Vacation requests of members in the same classification shall be granted on the
7 basis of seniority as defined in sec. 2.04.
8

9 2.03 LAYOFF AND RECALL

- 10 (1) Whenever a decision is made to lay off bargaining unit employees, the County
11 shall notify and meet with the Association in advance of any layoff in an effort
12 to minimize the possible adverse effect on such employees.
- 13 (2) Layoffs shall be made within classification on a countywide basis in the
14 inverse order of total countywide seniority.
- 15 (3) Employees in the classified service who are laid off shall be recalled in reverse
16 order of their layoff and shall be placed on an appropriate layoff/recall list.
17

18 2.04 SENIORITY DEFINED

- 19 (1) For all purposes where it applies, seniority shall be measured by the length of
20 an employee's continuous straight time hours excluding overtime with
21 Milwaukee County including temporary, emergency, and hourly employment.
22 Seniority hours shall accumulate on a biweekly basis not less than the
23 employees assigned work week or straight time hours credited excluding
24 overtime whichever is greater. However, no employee shall accumulate
25 greater than 80 hours per pay period. Employees with the same seniority hours
26 shall be placed on the seniority list in numerical order based on the last four
27 digits of the social security number with the highest number being the most
28 senior.
- 29 (2) Continuous employment shall be interrupted and seniority shall be measured
30 from the most recent date of hire under the following circumstances:
- 31 (a) An employee who resigns employment with the County and is not
32 reinstated to County employment within 30 days of the effective date of
33 such resignation.

1 (b) An employee is discharged and is not reinstated to County employment
2 pursuant to an appeal of such discharge.

3 (c) An employee is laid off for a period of three years and one day.

4 (d) An employee is terminated (except layoff) from any type of
5 appointment for more than 30 days.

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

10
11 2.05 BULLETIN BOARDS

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

14
15 2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

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

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

23 (2) Eligible employees may choose health benefits for themselves and their dependents
24 under a fee-for-service plan or Health Maintenance Organization approved by the
25 County.

26 (3) Each eligible employee enrolled in the County health plan, shall pay \$80.00 toward
27 the monthly cost of a single plan and \$100 per month toward the cost of a family
28 plan.

29 (4) Each eligible employee enrolled in an HMO approved by the County, shall pay
30 \$80.00 toward the monthly cost of a single plan and \$100 per month toward the
31 cost of a family plan.

- 1 (5) The appropriate payment shall be made through payroll deductions. When there
2 are not enough net earnings to cover such a required contribution, and the employee
3 remains eligible to participate in a health care plan, the employee must make the
4 payment due within ten working days of the pay date such a contribution would
5 have been deducted. Failure to make such a payment will cause the insurance
6 coverage to be canceled effective the first of the month for which the premium has
7 not been paid.
- 8 (6) In the event an employee who has exhausted accumulated sick leave is placed on
9 leave of absence without pay status on account of illness, the County shall continue
10 to pay the monthly cost or premium for the Health Plan chosen by the employee
11 and in force at the time leave of absence without pay status is requested, if any, less
12 the employee contribution during such leave for a period not to exceed 1 year. The
13 1-year period of limitation shall begin to run on the first day of the month following
14 that during which the leave of absence begins. An employee must return to work
15 for a period of sixty (60) calendar days with no absences for illness related to the
16 original illness in order for a new 1-year limitation period to commence.
- 17 (7) Where both husband and wife are employed by Milwaukee County, either the
18 husband or the wife shall be entitled to one family plan. Further, if the husband
19 elects to be the named insured, the wife shall be a dependent under the husband's
20 plan, or if the wife elects to be the named insured, the husband shall be a dependent
21 under the wife's plan. Should neither party make an election the County reserves
22 the right to enroll the less senior employee in the plan of the more senior employee.
- 23 (8) Coverage of enrolled employees shall be in accordance with the monthly
24 enrollment cycle administered by the County.
- 25 (9) Upon the death of any retiree, only those survivors eligible for health insurance
26 benefits prior to such retiree's death shall retain continued eligibility for the
27 Employee Health Insurance Program.
- 28 (10) Each eligible employee will be limited to pay an annual out of pocket expense for
29 their costs payable under Major Medical provisions, including any applicable
30 deductible and percent co-payment, to a maximum of \$1,500.00 under a single plan
31 and \$2,500.00 under a family plan. Major medical benefits will be paid by the
32 County at 100% after the annual out of pocket maximum has been satisfied. The

1 major medical co-payment shall be 20%, after application of the deductible up to
2 the applicable maximum.

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

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

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

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

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

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

25 (14) (a) The deductible under hospital/surgical provisions of the Milwaukee County
26 Health Plan is \$100.00 per confinement for eligible employees and/or their
27 dependents.

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

1 the name of the hospital of admission, and the name of the patient.

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

5 (d) For emergency admissions, the employee or other family member must
6 telephone the pre-certifying agency within twenty-four (24) hours after
7 admission with the name, address, and telephone number of admitting
8 physician, the date of the admission, the name of the hospital of admission
9 and the name of the patient.

10
11 For employee(s) who comply with this obligation, the deductible under
12 hospital/surgical benefit provisions will be reduced to \$50.00 per
13 confinement for eligible employees and/or their dependents.

14
15 (e) Continued hospitalization will also be subject to concurrent review by the
16 pre-certifying agency. The pre-certifying agency and the claim service
17 provider shall be selected by the County.

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

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

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

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

31 Milwaukee County shall amend the Schedule of Benefits for the in-patient and out-
32 patient treatment of Mental and Nervous Disorders, Alcohol and Other Drug Abuse

1 (AODA), of the Plan Document for the Milwaukee County Health Plan to channel
2 employees and their dependents to the PPO providers selected by the County. The
3 channeling shall consist of:

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

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

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

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

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

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

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

31 (18) Each year, Milwaukee County shall pay a cash incentive of \$500 per contract
32 (single or family plan) to each eligible employee who elects to dis-enroll or not

1 to enroll in a Milwaukee County Health Plan. Any employee who is hired on
2 and after January 1, and who would be eligible to enroll in health insurance
3 under the present County guidelines who chooses not to enroll in a Milwaukee
4 County health plan shall also receive \$500. Proof of coverage in a non-
5 Milwaukee County group health insurance plan must be provided in order to
6 qualify for the \$500 payment. Such proof shall consist of a current health
7 enrollment card. The \$500 shall be paid on an after tax basis. When
8 administratively possible, the County may convert the \$500 payment to a pre-
9 tax credit which the employee may use as a credit towards any employee
10 benefit available within a flexible benefits plan.

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

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

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

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

31 (20) Prescription drug coverage shall be carved out of the Milwaukee County Health
32 Plan. Such coverage shall be provided through a pharmacy benefit management

1 program (PBM) approved by the County. The employee shall pay 10% of the cost
2 for a generic drug, or 20% of the cost for a brand name drug (\$3 minimum) at the
3 point of purchase. The PBM will be responsible for establishing, updating, and
4 administering the program. Standard pre-certification and protocols of the PBM
5 will be used.

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

14
15 (22) The County shall have the right to determine “medical providers of excellence.” In
16 order to qualify for such designation, such providers shall, in the estimation of the
17 County, meet exemplary standards including but not limited to quality of care,
18 patient safety, administrative efficiency, patient satisfaction, and/or value pricing
19 for specific medical conditions. When the County pre-authorizes medical treatment
20 by such provider, the County shall pay 100 percent of all charges except for
21 prescription drugs.

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

27
28 Section 2.061 is effective January 1, 2006.

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

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

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

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

8 (a) For the months of January through June of 2006 employees enrolled in
9 the PPO shall pay eighty dollars (\$80.00) per month toward the monthly
10 cost of a single plan and one hundred dollars (\$100.00) per month
11 toward the monthly cost of a family plan.

12 (b) Effective July of 2006 employees enrolled in the PPO shall pay seventy
13 five dollars (\$75.00) per month toward the monthly cost of a single plan
14 and one hundred fifty dollars (\$150.00) per month toward the monthly
15 cost of a family plan.

16 (c) For the months of January through June of 2006 employees enrolled in
17 the HMO shall pay eighty dollars (\$80.00) per month toward the
18 monthly cost of a single plan and one hundred dollars (\$100.00) per
19 month toward the monthly cost of a family plan.

20 (d) Effective July of 2006 employees enrolled in the HMO shall pay seventy
21 five dollars (\$75.00) per month toward the monthly cost of a single plan
22 and one hundred fifty dollars (\$150.00) per month toward the monthly
23 cost of a family plan.

24 (e) The appropriate payment shall be made through payroll deductions.
25 When there are not enough net earnings to cover such a required
26 contribution, and the employee remains eligible to participate in a health
27 care plan, the employee must make the payment due within ten working
28 days of the pay date such a contribution would have been deducted.
29 Failure to make such a payment will cause the insurance coverage to be
30 canceled effective the first of the month for which the premium has not
31 been paid.

- 1 (f) The County shall deduct employees' contributions to health insurance on
2 a pre-tax basis pursuant to a Section 125 Plan. Other benefits may be
3 included in the Section 125 Plan as mutually agreed upon by the County
4 and the Association. Such agreement would be by collateral agreement
5 to this contract.
- 6 (g) The County shall establish and administer Flexible Spending Accounts
7 (FSA's) for those employees who desire to pre-fund their health
8 insurance costs as governed by IRS regulations. The County retains the
9 right to select a third party administrator.
- 10 (4) In the event an employee who has exhausted accumulated sick leave is placed
11 on leave of absence without pay status on account of illness, the County shall
12 continue to pay the monthly cost or premium for the Health Plan chosen by the
13 employee and in force at the time leave of absence without pay status is
14 requested, if any, less the employee contribution during such leave for a period
15 not to exceed one (1) year. The 1-year period of limitation shall begin to run on
16 the first day of the month following that during which the leave of absence
17 begins. An employee must return to work for a period of sixty (60) calendar
18 days with no absences for illness related to the original illness in order for a new
19 1-year limitation period to commence.
- 20 (5) Where both husband and wife are employed by the County, either the husband
21 or the wife shall be entitled to one family plan. Further, if the husband elects to
22 be the named insured, the wife shall be a dependent under the husband's plan, or
23 if the wife elects to be the named insured, the husband shall be a dependent
24 under the wife's plan. Should neither party make an election the County
25 reserves the right to enroll the less senior employee in the plan of the more
26 senior employee. Should one spouse retire with health insurance coverage at no
27 cost to the retiree, the employed spouse shall continue as a dependent on the
28 retiree's policy, which shall be the dominant policy.
- 29 (6) Coverage of enrolled employees shall be in accordance with the monthly
30 enrollment cycle administered by the County.
- 31 (7) Eligible employees may continue to apply to change their health plan to one of
32 the options available to employees on an annual basis. This open enrollment

1 shall be held at a date to be determined by the County and announced at least
2 forty five (45) days in advance.

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

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

13
14 (a) That the cost of any replacement program shall be no greater to individual
15 group members than provided in par. (3) above immediately prior to
16 making any change.

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

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

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

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

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

- 1 (13) All eligible employees enrolled in the PPO shall have a deductible equal to the
2 following:
- 3 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per
4 insured, per calendar year; four hundred fifty dollars (\$450.00) per family,
5 per calendar year.
- 6 (b) The out-of-network deductible shall be four hundred dollars (\$400.00)
7 per insured, per calendar year; one thousand two hundred dollars
8 (\$1,200.00) per family, per calendar year.
- 9 (14) All eligible employees and/or their dependents enrolled in the PPO shall be
10 subject to a twenty dollar (\$20.00) in-network office visit co-payment or forty
11 dollar (\$40.00) out-of-network office visit co-payment for all illness or injury
12 related office visits. The in-network office visit co-payment shall not apply to
13 preventative care, which includes prenatal, baby-wellness, and physicals, as
14 determined by the plan.
- 15 (15) All eligible employees and/or their dependents enrolled in the PPO shall be
16 subject to a co-insurance co-payment after application of the deductible and/or
17 office visit co-payment.
- 18 (a) The in-network co-insurance co-payment shall be equal to ten percent
19 (10.00%) of all charges subject to the applicable out-of-pocket
20 maximum,
- 21 (b) The out-of-network co-insurance co-payment shall be equal to twenty
22 percent (20.00%) of all charges subject to the applicable out-of-pocket
23 maximum,
- 24 (16) All eligible employees enrolled in the PPO shall be subject to the following
25 out-of-pocket expenses including any applicable deductible and percent co-
26 payments to a calendar year maximum of
- 27 (a) one thousand five hundred dollars (\$1,500.00) in-network under a
28 single plan.
- 29 (b) two thousand five hundred dollars (\$2,500.00) in-network under a
30 family plan.
- 31 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.
- 32 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.

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

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

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

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

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

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

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

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

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

10
11 2.062 LIFE INSURANCE

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

19
20 The entire cost of this additional insurance is borne by the employee. Premium
21 payment shall be made by way of payroll deduction except for periods of
22 unpaid leave. During such periods, in order to maintain coverage pending
23 return to paid status, the employee shall make premium payments directly to
24 the County in the manner prescribed by the County.

25
26 2.07 SEMINAR REIMBURSEMENT

- 27 (1) Effective January 1, 2006 Milwaukee County agrees to provide seminar
28 reimbursement of six hundred dollars (\$600.00) per year per employee to be
29 used for the payment of registration fees or other reasonable and necessary
30 expenses for courses approved by the Continuing Legal Education Board and
31 related to the employee's work and taken in the current year or the preceding
32 year. Reimbursement of course fees shall be made on a voucher system. Each

1 employee shall account, as may be reasonably required by the County, for the
2 use of any funds from the Employee Continuing Legal Education Account.

3 (2) Any unused funds as described in paragraph (1) above may be carried over for
4 use in the subsequent year. Any unused hours necessary to complete the CLE
5 requirement for the previous year may be carried over for the first 4 months of
6 the subsequent year.

7 (3) Any unused portion of the amount contributed annually to each employee's
8 CLE account by the County may be used by the employee for the payment of
9 the costs of periodicals and other publications or payment toward professional
10 association dues related to the employee's work and purchased in the current
11 year or the preceding year. Payment toward such costs shall be made in the
12 pay period following the pay period in which the request for payment is made
13 or as soon thereafter as practical.

14 (4) Requests to use the money herein set forth shall be subject to the approval of
15 the Department Head. Such approval shall not be unreasonably denied.

16 (5) Upon termination of employment, an employee's right to any unused portion of
17 the funds remaining in the employees' Continuing Legal Education Account
18 shall also terminate. Any unused funds shall revert to the County.

19 (6) Effective January 1, 2006 employees shall be reimbursed for one hundred percent
20 (100%) of the cost of the minimum required mandatory membership dues in the
21 Wisconsin Bar Association.

22 23 2.08 DISCHARGE FOR CAUSE

24 (1) Unit members in the exempt service with more than 6 months continuous
25 service shall not be dismissed without "just cause".

26 (2) Unit members in the classified service with more than 6 months continuous
27 service shall not be discharged except in accordance with the provisions of s.
28 63.10 Wis. Stats., and the applicable Rules of the Civil Service Commission.

29 30 2.09 CHANGES IN CLASSIFICATION

31 (1) When, in the judgment of the Association, a position or group of positions in
32 the bargaining unit are improperly classified because of changes in the duties

1 or responsibilities, the Association shall submit its recommendations for
2 reclassification in writing to the Director of Human Resources. All requests
3 shall include updated position descriptions, detailed information regarding the
4 duties assigned to the positions, a summary of the change in duties and other
5 pertinent information in a format designated by the Director of Human
6 Resources. The Director of Human Resources shall review the duties assigned
7 to the position as well as any other information provided and submit a
8 recommendation to the Union.

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

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

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

30 (5) Monthly, while a reclassification is pending, the Director of Human Resources
31 shall provide a report to the Personnel Committee which lists all position
32 reclassifications which the Director intends to approve, along with a fiscal note

1 for each. This report shall be distributed to all County Supervisors and placed
2 on the Personnel Committee agenda for informational purposes. If a County
3 Supervisor objects to the decision of the Director of Human Resources within
4 seven working days of receiving this report, the reclassification shall be held in
5 abeyance until resolved by the County Board upon recommendation of the
6 Personnel Committee, and subsequent County Executive action. If no County
7 Supervisor objects, the reclassification shall be implemented the first day of
8 the first pay period following the meeting of the Personnel Committee and in
9 compliance with collective bargaining agreements. In the event the County
10 Board takes no action on a reclassification, after receipt of a recommendation
11 from the Personnel Committee, the reclassification shall be implemented the
12 first day of the first pay period following action by the County Executive or, in
13 the event of a veto, a final County Board action.
14

15 2.10 MILITARY LEAVE

- 16 (1) Employees holding regular civil service status who are required to take periods
17 of training for the purpose of retaining status as members in organized units of
18 the Reserve Corps of the Army, Navy, Air Force, Marine Corps., Coast Guard,
19 and the National Guard, and who are ordered to active duty, may be granted
20 leave of absence upon submission of evidence of receipt of competent orders.
21 (2) Employees shall have the option to receive full County pay during such leave
22 or to retain military pay. Employees choosing to be compensated by the
23 County shall submit their military base pay to the County Treasurer.
24 (3) Paid leave of absence for this purpose shall not exceed 15 days per year.
25

26 2.11 RETIREMENT SYSTEM

- 27 (1) For employees hired on and after January 1, 1982, the provisions of Chapter
28 2.01.24, Employee Retirement System shall be modified as follows:
29 (a) Final average salary means the average annual earnable compensation
30 for five consecutive years of service during which the employee's
31 earnable compensation was the highest or, if he should have less than
32 five years of service, then his average annual earnable compensation

1 during such period of service. Effective December 22, 2002 (Pay
2 Period one of 2003), the word “five” in the preceding sentence shall be
3 replaced with “three”.

4 (b) An employee who meets the requirements for a normal pension shall
5 receive an amount equal to 1-1/2% of his final average salary
6 multiplied by the number of years of service.

7 (c) All pension service credit earned on and after January 1, 2001 shall be
8 credited in an amount equal to 2% of the employee’s final average
9 salary. For each year of service credit earned after January 1, 2001,
10 eight (8) years of service credit earned prior to January 1, 2001 shall be
11 credited at 2% of the employee’s final average salary. Said credit shall
12 be awarded on a daily basis.

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

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

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

31 (4) A member of the retirement system shall be eligible for an accidental
32 disability pension pursuant to Milwaukee County Ordinances.

- 1 (5) Veterans Service Credit. Employees retiring on or after November 22, 1989
2 shall be entitled to pension service credit for military service under Section
3 2.01.24 II(10) of the Employees Retirement System as amended by the County
4 Board of Supervisors through File #85-583(a) notwithstanding the effective
5 date indicated in the amendment.
- 6 (6) Members who retire on or after January 1, 2001 and whose membership in the
7 Employees' Retirement System began before January 1, 2006 shall be eligible for a
8 normal pension when the age of the member when added to his/her years of service
9 equals 75, but this provision shall not apply to any member eligible for a deferred
10 vested retirement benefit under 4.5 Chapter 201, Employees' Retirement System of
11 the County of Milwaukee. Nor shall this provision apply to any employee whose
12 membership in the Employees' Retirement System began on or after January 1,
13 2006.
- 14 (7) Members who hold positions for which membership in the Employees' Retirement
15 System is optional and opt for such membership, shall have pension service credit
16 earned after January 1, 2001 credited at 2%. However, such service credit shall not
17 result in a multiplier increase for service credit earned prior to January 1, 2001 nor
18 shall such service credit qualify the member for a retention incentive bonus.

19
20 2.111 BACK DROP PENSION BENEFIT

21 The provisions of this section shall apply to any employee whose application to retire is
22 effective after January 1, 2001 and whose membership in the Employees' Retirement System
23 began before January 1, 2006; but shall not apply to any member of the Employee Retirement
24 System who is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this
25 provision apply to any employee whose membership in the Employees' Retirement System
26 began on or after January 1, 2006. Upon retirement, an eligible employee may opt for a "back
27 drop" pension benefit as follows:

- 28 (1) An employee may request a monthly pension benefit based on accrued pension
29 service credit and final average salary calculation as of a specific date in the
30 past which shall be referred to as the "back drop date". The "back drop date"
31 may not be prior to the earliest date that the employee was eligible to retire,
32 and shall not be less than one year prior to the date the employee leaves active

1 County employment. The monthly pension benefit the employee was eligible
2 to receive as of the “back drop date” shall be referred to as the “monthly drop
3 benefit”.

4 (2) The total amount of the “monthly drop benefit” payments the employee would
5 have received (plus the annual 2% pension increase) between the “back drop
6 date” and the date the employee is removed from the County payroll due to
7 actual retirement (after exhausting all allowable accrued time balances as
8 documented by an ETCR form excluding sick allowance payments under sec.
9 2.12), plus interest earnings compounded on a monthly basis equal to the
10 pension fund rate of return used by the ERS actuary for computing the
11 County’s annual contribution to the system, shall be referred to as the “total
12 drop benefit”.

13 (3) If the employee opts for a “back drop” pension benefit:

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

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

20 (4) The standard pension options shall be available to an employee who opts for a
21 “back drop benefit”, and the retention incentives incorporated into the pension
22 benefit effective January 1, 2001 shall be included when calculating the
23 “monthly drop benefit”.

24 25 2.115 CORPORATE TRANSIT PASS PROGRAM

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

29 30 2.12 SICK ALLOWANCE PAY OUT UPON RETIREMENT

31 (1) At the time of retirement employees who became members of the
32 Employees Retirement System prior to January 1, 2006 shall receive

1 full payment ~~for~~ of all accrued sick allowance hours earned before
2 November 4, 2005. Twenty five percent (25.0%) of any remaining
3 accrued sick allowance hours earned on and after November 4, 2005
4 shall be paid out at the employee's final hourly rate of pay. For
5 calculation purposes, sick leave earned before November 4, 2005 shall
6 be used prior to sick leave earned on and after November 4, 2005 for all
7 hours of sick leave used prior to retirement. Such payment shall be
8 made in a lump sum, and shall not be included in the calculation of the
9 employee's final average salary for pension calculation purposes. Nor
10 shall pension service credit be granted in connection with the lump sum
11 payment. The payment shall have no effect on the employee's
12 retirement date. If permissible under IRS provisions, such payment
13 shall be placed in a "back drop account" in the Employees' Retirement
14 System whether or not the employee exercises an option under sec.
15 2.111.—The provisions of this section shall not apply to an employee
16 who is eligible for a deferred retirement benefit under Section 4.5 of
17 201.24 of the Employees' Retirement System.

- 18 (2) Employees who became members of the Employees Retirement System on or
19 after January 1, 2006 shall have the full value of their accrued sick allowance
20 at the time of retirement (total hours accrued times the hourly rate at the time
21 of retirement) credited toward the cost of health insurance after retirement.
22 When the amount credited is exhausted, the employee or eligible beneficiary,
23 may opt to continue his/her membership in the County Group Health Benefit
24 Program upon payment of the full monthly cost. The provisions of this section
25 shall not apply to a member of the system who is eligible for a deferred
26 retirement benefit under section 4.5 of 201.24 of the Employees' Retirement
27 System.

28
29 2.13 LEAVES OF ABSENCE WITHOUT PAY

- 30 (1) Bargaining unit employees in the classified and exempt service may be granted
31 leave of absence without pay upon request during the first six (6) months
32 following the birth or adoption of a child, not to exceed six (6) months. Such

1 leave shall not be unreasonably denied. In the event that a medical disability
2 leave was granted immediately prior to the request for a leave without pay due
3 to parenting, the total combined leaves, including the disability leave, shall not
4 exceed six (6) months.

5 (2) Leaves of absence without pay not exceeding 30 calendar days shall be granted
6 for any good reason to any bargaining unit employee upon request with the
7 approval of the employee's department head or appointing authority after said
8 employee has exhausted all of his/her accrued time (i.e. compensatory,
9 holiday, vacation and sick leave for medical leaves of absence). Such leave
10 shall not be unreasonably denied. Employees shall return to their former
11 classification upon return from such leave.

12 (3) Leaves of absence without pay in excess of 30 days may be granted in the
13 same manner and for the same reason set forth in Rule VIII, Section 2, of the
14 Rules of the Civil Service Commission. Such leave shall not be unreasonably
15 denied.

16 (4) Employees returning from an approved leave of absence without pay for six
17 months or less shall return to their former classification from which the leave
18 was granted. After an approved leave of absence without pay of 6 months or
19 more, employees shall be returned to their former classification if a vacant
20 position authorized to be filled exists. If not, the County will make every
21 reasonable effort to place such employee in another vacant position authorized
22 to be filled within the same classification in the County service. If no such
23 vacancy exists, the employee shall be placed on the reinstatement list for that
24 classification.

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

28 29 2.14 INJURY OR ILLNESS IN LINE OF DUTY

30 Milwaukee County shall comply with the provisions of all pertinent Workers Compensation
31 Laws and the Americans with Disabilities Act. The County shall promulgate and distribute
32 procedures to be followed when an employee is injured or becomes ill in the line of duty.

1 Such procedures shall be provided to the union and included in the County administrative
2 manual.

3
4 2.15 HOLIDAYS

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

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

12
13 2.16 DEFERRED COMPENSATION

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

17
18 2.17 DEPENDENT CARE VOUCHERS

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

23
24 2.18 AMERICANS WITH DISABILITIES LAW

25 The County and the Union agree that the County will take all appropriate action necessary to
26 comply with the Americans With Disabilities Law.

PART 3

3.01 GRIEVANCE PROCEDURE

- (1) APPLICATION: EXCEPTIONS - The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinances and rules which are matters processed under other existing procedures. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.
- (2) REPRESENTATIVES - An employee may choose to be represented at any step in the procedure by Union representatives (not to exceed 1).
- (3) TIME OF HANDLING - Whenever possible, grievances will be handled after the regularly scheduled working hours of the parties involved.
- (4) TIME LIMITATIONS - If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance shall be appealed directly to the next step of the procedure. Failure on the part of the Union to appeal a grievance to the next step of the procedure pursuant to the time limits outlined in the procedure shall cause the grievance to be settled.
- (5) SETTLEMENT OF GRIEVANCES - Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- (6) FORMS - There are two separate forms used in processing a grievance:
 - (a) Grievance Initiation Form;
 - (b) Grievance Disposition Form

1 (7) Procedures To Be Followed When Initiating A Written Grievance Initiation
2 Form:

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

1 (8) STEPS IN THE PROCEDURE

2 (a) STEP 1

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

9 (b) STEP 2

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

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

- 19 2. The employee with his/her Union representative after receiving
20 confirmation shall forward the grievance to his/her appointing
21 authority or the person designated by him/her to receive
22 grievances within fifteen (15) working days of the verbal
23 decision.

- 24 3. The person designated in Step 2, Par. 2, will schedule a hearing
25 with the person concerned, and within fifteen (15) days from
26 date of service of the written Grievance Initiation Form, the
27 Hearing Officer shall inform the aggrieved employee and the
28 Union in writing of his/her decision.

- 29 4. The second step of the grievance procedure may be waived by
30 mutual consent of the Union and the Director of Labor Relations.
31 If the grievance is not resolved at Step 2 as provided, the Union
32 shall appeal such grievance within thirty (30) days from the date
33 of the second step Grievance Disposition to Step 3.

1 (c) STEP 3

2 1. The Director of Labor Relations or designee shall attempt to
3 resolve all grievances timely appealed to the third step. The
4 Director of Labor Relations or designee shall respond in writing
5 to the Union within 30 working days from the date of receipt by
6 the Director of Labor Relations of the Step 2 appeal.

7 2. In the event the Director of Labor Relations or designee and the
8 Union mutually agree to a resolution of the dispute, it shall be
9 reduced to writing and become binding upon all parties.

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

16 4. The Director of Labor Relations or designee shall have the
17 unilateral authority to modify any grievance disposition
18 rendered in Step 1 and/or Step 2.

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

22 (10) Representation at hearings on group grievances shall be limited to one
23 employees from among the group.

24 (11) At each successive step of the grievance procedure, the subject matter treated
25 and the grievance disposition shall be limited to the precise issues arising out
26 of the original grievance as filed.

27 (12) In those cases the grievance shall not be resolved in a manner inconsistent with
28 the existing collective bargaining agreement.

29 (13) A copy of all grievance dispositions shall be promptly forwarded to the Union.

30 (14) The Union shall, in writing, notify the Director of Labor Relations or designee
31 not less than forty-eight (48) hours prior to the arbitration hearing of the names
32 of the employees the Union wishes to have released for the arbitration hearing.

1 The release of said employees shall be subject to review by the Director of
2 Labor Relations or his/her designee. The release of employees shall not be
3 unreasonably denied.
4

5 3.011 ARBITRATION PROCEDURE

- 6 (1) To assist in the resolution of disputes arising under the terms of the Agreement
7 and in order to resolve such disputes, the parties agree to petition the
8 Wisconsin Employment Relations Commission to appoint an arbitrator from
9 their staff to resolve all disputes arising between the parties.
- 10 (2) The filing of a grievance shall not stay the effectiveness of any rule, directive
11 or order which gave rise to such grievance and any such rule, directive or order
12 shall remain in full force and effect unless rescinded or modified as a result of
13 the Arbitrator's award.
- 14 (3) Arbitration may be initiated by either party serving upon the other party a
15 notice, in writing, of its intent to proceed to arbitration. The notice shall
16 identify the specific contract provision upon which it relies, the grievance, the
17 department, and the employee involved.
- 18 (4) Unless the parties, within five working days following the receipt of the
19 written notice agree upon an arbitrator, either party may, in writing, request the
20 Wisconsin Employment Relations Commission to submit a list of five
21 arbitrators to both parties. The parties shall within five working days of the
22 receipt of the list meet for the purpose of selecting the arbitrator by alternately
23 striking names from the list until one name remains.
- 24 (5) For the purposes of brevity, the term "arbitrator" shall refer either to a single
25 arbitrator or a panel of arbitrators, as the case may be.
- 26 (6) The following subjects shall not be submitted to arbitration:
- 27 (a) The statutory or charter obligations which by law are delegated to the
28 Milwaukee County Board of Supervisors.
- 29 (b) Disputes or differences regarding the classification of positions and the
30 elimination or creation of positions.

- 1 (7) No issue shall be the subject to arbitration unless the issue results from an
2 action or occurrence which takes place following the execution of this
3 Agreement.
- 4 (8) The arbitrator selected shall hold a hearing at a time and place convenient to
5 the parties within 30 working days of the notification of selection, unless
6 otherwise mutually agreed upon by the parties. Witnesses may be called. The
7 arbitrator shall determine whether or not the dispute is arbitrable, under the
8 express terms of this Agreement. Once it is determined that a dispute is
9 arbitrable, the arbitrator shall proceed in accordance with this section to
10 determine the merits of the dispute submitted to arbitration.
- 11 (9) No award of any arbitrator may be retroactive for a period greater than 130
12 working days prior to the formal request for arbitration as herein provided, nor
13 shall it cover or include any period prior to the date of execution of this
14 Agreement.
- 15 (10) The arbitrator shall neither add to, detract from, nor modify the language of this
16 Agreement in arriving at a determination of any issue presented that is proper
17 for arbitration within the limitations expressed herein. The arbitrator shall have
18 no authority to grant wage increases or wage decreases.
- 19 (11) The arbitrator shall expressly be confined to the precise written issue submitted
20 for arbitration and shall not submit declarations of opinion which are not
21 essential in reaching the determination of the question submitted unless
22 requested to do so by the parties. It is contemplated by the parties that the
23 arbitrator shall issue his award within sixty (60) days after the hearing unless
24 the parties to this Agreement shall extend the period in writing by mutual
25 consent.
- 26 (12) All expenses involved in the arbitration proceeding shall be borne equally by
27 the parties. Expenses relating to the calling of witnesses or the obtaining of
28 depositions or any other similar expense associated with proceeding shall be
29 borne by the party at whose request the witnesses or depositions are required.
- 30 (13) The decision of the arbitrator when filed with the parties shall be binding on
31 both parties.

1 3.012 SELECTION OF ARBITRATOR

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

6
7 (2) HEARINGS

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

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

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

30 (3) INTERPRETATION OF AGREEMENT - Any dispute arising between the
31 parties out of the interpretation of the provisions of the Agreement shall be
32 discussed by the Union with the Department of Labor Relations. If such

1 dispute cannot be resolved between the parties in this manner, either party shall
2 have the right to refer the dispute to the arbitrator who shall proceed in the
3 manner prescribed in par. (2)(a), except as hereinafter provided. The parties
4 may stipulate to the issues submitted to the arbitrator and shall present to such
5 arbitrator, either orally or in writing, their respective positions with regard to
6 the issues in dispute. The arbitrator shall be limited in his deliberations and
7 decision to the issues so defined. The decision of the arbitrator shall be filed
8 with the Department of Labor Relations.

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

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

16
17 3.02 FAIR SHARE AGREEMENT

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

25 (a) That as to persons in the employ of the employer as of the effective
26 date of this Agreement, such deduction shall be made and forwarded to
27 the treasurer of the certified bargaining representative from the
28 biweekly earnings of all bargaining unit employees.

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

5 (c) In order to insure that any such deduction represents the proportionate
6 share of each employee in the bargaining unit of the cost of collective
7 bargaining and contract administration, it is agreed as follows:

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

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

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

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

1 (2) In the event during the continuance of its recognition, the Association, its
2 officers, agents or employees, or any of its members, acting individually or in
3 concert with one another, engage in or encourage any Association-authorized
4 strike or work stoppage against the County, including any of its departments
5 and/or agencies, the deductions and payments of fair share contributions made
6 in accordance with this Agreement, including deductions and payments made
7 to the Association on behalf of employees who have signed and have on file
8 dues deduction (voluntary checkoff) cards, shall be terminated forthwith by the
9 County. Thereafter, for a period of one year, measured from the date of the
10 onset of such strike or work stoppage, no deductions whatever shall be made
11 from the earnings of any employee nor shall any payment whatever be made to
12 the treasurer of the Association on account of dues deduction (voluntary
13 checkoff) or fair share agreement contributions.

14 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other
15 interference with any phase of the County's operation by Association members,
16 the County will notify the Association officials in writing of such occurrence.
17 The Association shall, as promptly as possible, denounce the strike, work
18 stoppage, slowdown or other interference with any phase of the County's
19 operation and order its members to return to work. Good faith compliance
20 with these requirements will stay the affect of par. (2). Failure on the part of
21 the Association to immediately denounce the strike, work stoppage, slowdown
22 or other interference with County operations, and/or to order its members back
23 to work, shall constitute an admission on the Association's part that such strike,
24 work stoppage, slowdown or other interference with County operations is
25 authorized.

26 (4) In the event the provisions of this fair share agreement are successfully
27 challenged by any person affected thereby and it is determined by an
28 administrative body or a court of competent jurisdiction that the deductions
29 made pursuant to the provisions hereof are in any manner in conflict with the
30 rights of the challenging party as those rights are affected by Ch. 63. Wis.
31 Stats., or other provisions of law applicable to public employment, which
32 determination results in an order or judgment against Milwaukee County

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

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

16
17 PART 4

18
19 4.01 ENTIRE AGREEMENT

- 20 (1) The foregoing constitutes the entire Agreement between the parties and by
21 which the parties intend to be bound and no verbal statement shall supersede
22 any of its provisions. All existing ordinances and resolutions of the
23 Milwaukee County Board of Supervisors affecting wages, hours and
24 conditions of employment not inconsistent with this Agreement are
25 incorporated herein by reference as though fully set forth. To the extent that
26 the provisions of this Agreement are in conflict with existing ordinances or
27 resolutions, such ordinances and resolutions shall be modified to reflect the
28 agreements herein contained.
- 29 (2) All agreements herein contained shall remain in full force and effect during the
30 term of this Agreement and any extensions thereof to which the parties
31 mutually agree. In the event this Agreement expires in accordance with the
32 provision of Sec. 1.03 and is not mutually extended by agreement of the

1 parties, the obligations herein contained shall cease and be of no further force
2 or effect.

3
4 4.03 SAVING CLAUSE

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

10
11 4.04 COLLATERAL AGREEMENTS

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

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

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

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

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

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

4
5
6
7 ASSOCIATION OF MILWAUKEE
8 COUNTY ATTORNEYS

COUNTY OF MILWAUKEE,
a municipal body corporate

9
10
11
12
13 BY _____
14 Lucy Cooper,
15 President

BY _____
Scott Walker,
County Executive

16
17
18
19 BY _____

BY _____
Mark Ryan,
County Clerk

20
21
22
23
24
25 IN PRESENCE OF:

IN PRESENCE OF:

26
27
28
29
30 _____

Troy M. Hamblin,
Director Labor Relations

31
32
33
34
35 APPROVED FOR EXECUTION

36
37
38
39
40
41 _____
42 Timothy R. Schoewe,
Corporation

Counsel

EXECUTED

**2005 - 2006
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
ASSOCIATION OF
MILWAUKEE COUNTY ATTORNEYS**

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

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
PART 1		
1.01	Recognition	1
1.02	Employee Defined.....	2
1.03	Duration of Agreement	2
1.04	Management Rights	2
1.05	Transfer of County Functions	3
1.06	Working Conditions	4
1.07	Consent Decree Provision	4
PART 2		
2.01	Wages.....	4
2.02	Vacation	6
2.03	Layoff and Recall.....	7
2.04	Seniority Defined	7
2.05	Bulletin Boards.....	8
2.06	Employee Health and Dental Benefits	8
2.061	Employee Health & Dental Benefits (Eff.1/1/06)	14
2.062	Life Insurance	22
2.07	Seminar Reimbursement	22
2.08	Discharge for Cause	23
2.09	Changes in Classification	23
2.10	Military Leave.....	25
2.11	Retirement System	25
2.111	Back Drop Pension Benefit	27
2.115	Corporate Transit Pass Program.....	28
2.12	Sick Allowance Pay Out Upon Retirement	28
2.13	Leaves of Absence Without Pay	29
2.14	Injury or Illness In Line of Duty	30
2.15	Holidays	31
2.16	Deferred Compensation.....	31
2.17	Dependent Care Voucher	31
2.18	Americans With Disabilities Law	31
PART 3		
3.01	Grievance Procedure	32
3.011	Arbitration Procedure.....	36
3.012	Selection of Arbitrator.....	38
3.02	Fair Share Agreement	39
PART 4		
4.01	Entire Agreement	42
4.03	Saving Clause.....	43
4.04	Collateral Agreements.....	43