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FROM THE OFFICE OF JOSPEH J. CZARNEZKI
MILWAUKEE COUNTY CLERK

County Ordinance No. 14-1

File No. 13-941

AN ORDINANCE

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

14 | **SECTION 1.** Section 17.14(7) of the General Ordinances of Milwaukee County is amended as
15 follows:

16 (7) *Milwaukee County Group Health Benefit Program.*

- 17 (a) Health ~~and dental~~ benefits shall be provided for in accordance with the
18 terms and conditions of the current plan document and the group
19 administrative agreement for the Milwaukee County Health ~~Insurance~~
20 Plan.
- 21
- 22 (b) All health care provided shall be subject to utilization review.
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- 24 (c) Eligible employees may choose health benefits for themselves and their
25 dependents under a preferred provider organization (county health plan or
26 PPO).
- 27
- 28 (d) Eligible employees enrolled in the PPO shall pay a monthly amount
29 toward the monthly cost of health insurance as described below:
- 30
- 31 (1) Effective January 201~~3~~4 employees enrolled in the PPO
32 comparable plan shall pay the following amounts per month
33 toward the monthly cost of the respective plan:
- | | | |
|-----------------------|--------------------------|-----------------|
| Employee Only |\$100.00 | <u>\$80.00</u> |
| Employee + Child(ren) |125.00 | <u>\$100.00</u> |
| Employee + Spouse | 200.00 | <u>\$160.00</u> |
| Employee + Family |225.00 | <u>\$180.00</u> |
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- 39 (2) Effective January 2014 employees enrolled in the PPO comparable
40 plan who do not comply with the requirements of the wellness plan

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shall pay the following amounts per month toward the monthly cost of the respective plan:

<u>Employee Only</u>	<u>\$130.00</u>
<u>Employee + Child(ren)</u>	<u>\$150.00</u>
<u>Employee + Spouse</u>	<u>\$210.00</u>
<u>Employee + Family</u>	<u>\$230.00</u>

~~(2)~~(3) The appropriate payment shall be made through payroll deductions. When there are not enough net earnings to cover such a required contribution, and the employee remains eligible to participate in a health care plan, the employee must make the payment due within ten (10) working days of the pay date such a contribution would have been deducted. Failure to make such a payment will cause the insurance coverage to be canceled effective the first of the month for which the premium has not been paid.

~~(3)~~(4) The county shall deduct employees' contributions to health insurance on a pre-tax basis pursuant to a Section 125 Plan.

~~(4)~~(5) The county shall establish and administer flexible spending accounts (FSAs) for those employees who desire to pre-fund their health insurance and dependent care costs as governed by IRS regulations. The county retains the right to select a third party administrator.

a. The county shall ~~make~~ match the employees' an annual contribution to the FSA account ~~of~~ on a dollar-for-dollar basis up to an annual maximum match of \$1,200.00 each active and enrolled eligible employee who is covered by subsection 201.24(3.11) of the pension ordinance or who is covered by a collective bargaining agreement that includes a mandatory employee pension contribution consistent with subsection 201.24(3.11) of the pension ordinance. ~~The contribution shall be based upon plan enrollment and will be funded as follows per calendar year:~~

Employee Only	\$600.00
Employee + Child(ren)	1,440.00
Employee + Spouse	1,200.00

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~~Employee + Family1,800.00~~

The contributions shall be subject to and in accordance with IRS regulations.

- (e) In the event an employee who has exhausted accumulated sick leave is placed on leave of absence without pay status on account of illness, the county shall continue to pay the monthly cost or premium for the PPO in force at the time leave of absence without pay status is requested, if any, less the employee contribution during such leave for a period not to exceed one (1) year. The one-year period of limitation shall begin to run on the first day of the month following that during which the leave of absence begins. An employee must return to work for a period of sixty (60) calendar days with no absences for illness related to the original illness in order for a new one-year limitation period to commence.
- (f) Where both husband and wife are employed by the county, either the husband or the wife shall be entitled to one (1) family plan. Further, if the husband elects to be the named insured, the wife shall be a dependent under the husband's plan, or if the wife elects to be the named insured, the husband shall be a dependent under the wife's plan. Should neither party make an election the county reserves the right to enroll the less senior employee in the plan of the more senior employee. Should one (1) spouse retire with health insurance coverage at no cost to the retiree, the employed spouse shall continue as a dependent on the retiree's policy, which shall be the dominant policy.
- ~~(g) Coverage of enrolled employees shall be in accordance with the monthly enrollment cycle administered by the county.~~
- ~~(h)~~(g) Eligible employees may continue to apply to change their participation in the health plan on an annual basis. This open enrollment shall be held at a date to be determined by the county and announced at least forty-five (45) days in advance.
- ~~(i)~~(h) The county shall have the right to require employees to sign an authorization enabling non-county employees to audit medical and dental records. Information obtained as a result of such audits shall not be released to the county with employee names unless necessary for billing, collection, or payment of claims.

- 119 ~~(i)~~ Amendments to the Public Health Service Act applies federal government
120 (COBRA) provisions regarding the continuation of health insurance to
121 municipal health plans. Milwaukee County, in complying with these
122 provisions, shall collect the full premium from the insured, as allowed by
123 law, in order to provide the continued benefits.
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- 125 ~~(j)~~ The county reserves the right to establish a network of providers. The
126 network shall consist of hospitals, physicians, and other health care
127 providers selected by the county. The county reserves the right to add,
128 modify or delete any and all providers under the network.
129
- 130 ~~(k)~~ Employees not covered by subsection (m) may, upon retirement, opt to
131 continue their coverage in the county group health benefit program upon
132 payment of the full monthly cost.
133
- 134 ~~(m)~~ The provisions of this subsection are considered a part of an employee's
135 vested benefit contract as more fully set forth in subsection 201.24(5.10).
136 For the purpose of this subsection, service as a county employe not to
137 exceed six (6) months under an emergency appointment, if continuous,
138 may be included in calculating the fifteen (15) years of creditable pension
139 service. The county shall pay the full monthly cost of providing county
140 group health coverage under section 17.14 to the following individuals:
141
- 142 (1) Upon retirement, employes who were non-represented as of
143 December 31, 2011, or who were represented, as of December 31,
144 2011, by the American Federation of State, County and Municipal
145 Workers, or by the International Association of Machinists and
146 Aerospace Workers, or by the Technicians, Engineers and
147 Architects of Milwaukee County, or by the Milwaukee Building
148 and Construction Trades Council, or by the Milwaukee County
149 Firefighters Association, and who were hired prior to January 1,
150 1994, and who have fifteen (15) years or more of creditable
151 pension service as a county employe, or who have at least seven
152 and one-half (7½) years of creditable pension service as a county
153 employe and have also retired after fifteen (15) or more years of
154 service as a City of Milwaukee employe.
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- 156 (2) Employes who were represented as of December 31, 2011 by the
157 Federation of Nurses and Health Professionals, and who were hired
158 prior to September 27, 1995, and who have fifteen (15) years or
159 more of creditable pension service as a county employe, or who

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have at least seven and one-half (7½) years of creditable pension service as a county employe and have also retired after fifteen (15) or more years of service as a City of Milwaukee employe.

- (3) Employees who were represented as of December 31, 2011 by the Association of Milwaukee County Attorneys, and who were hired prior to January 1, 2006, and who have fifteen (15) years or more of creditable pension service as a county employe, or who have at least seven and one-half (7½) years of creditable pension service as a county employe and have also retired after fifteen (15) or more years of service as a City of Milwaukee employe.
- (4) Employees who were represented as of December 31, 2011 by the Deputy Sheriffs Association, and who were hired prior to July 1, 1995, and who have fifteen (15) years or more of creditable pension service as a county employe, or who have at least seven and one-half (7½) years of creditable pension service as a county employe and have also retired after fifteen (15) or more years of service as a City of Milwaukee employe.
- (5) Retired members of the county retirement system who became members due to a functional transfer from the City of Milwaukee and have a total of fifteen (15) or more years of creditable pension service, to retired former employes of United Regional Medical Services, Inc., who were employed by the county as of December 31, 1991, and who have fifteen (15) or more years of aggregate service with the county, United Regional Medical Services, Inc., United/Dynacare LLC, and Froedtert Memorial Lutheran Hospital (Radiology Department), and to retired employes with fifteen (15) or more years of service as a county employe in a teaching position.
- (6) Beneficiaries of the foregoing employes in paragraphs (1)—(5) who continue to receive benefits from the county retirement system after the death of such employe, and to persons receiving survivorship benefits under subsection 201.24(6.4) of the county pension ordinance. Upon the death of any retiree, only those survivors eligible for health insurance benefits prior to such retiree's death shall retain continued eligibility in the county group health benefit program.

200 ~~(n)~~(m) Effective February 1, 2013, all eligible employees enrolled in the PPO
201 shall have a deductible equal to the following:
202

203 (1) The in-network deductible for the PPO shall be based upon plan
204 enrollment and shall be as follows per calendar year:
205 Employee Only\$800.00
206 Employee + Child(ren)1,050.00
207 Employee + Spouse1,600.00
208 Employee + Family1,850.00
209

210 (2) The out-of-network deductible for the PPO shall be based upon
211 plan enrollment and shall be as follows per calendar year:
212 Employee Only\$1,600.00
213 Employee + Child(ren)2,100.00
214 Employee + Spouse3,200.00
215 Employee + Family3,700.00
216

217 (3) Co-payments do not apply towards meeting deductibles for the
218 PPO.
219

220 ~~(o)~~(n) All eligible employees and/or their dependents enrolled in the PPO shall be
221 subject to a thirty dollar (\$30.00) in-network office visit co-payment or a
222 sixty dollar (\$60.00) out-of-network office visit for all illness or injury
223 related office visits, including chiropractic visits. The in-network office
224 visit co-payment shall not apply to preventative care, as determined by the
225 plan.
226

227 ~~(p)~~(o) All eligible employees and/or their dependents enrolled in the PPO shall be
228 subject to a co-insurance after application of the deductible.
229

230 (1) The in-network co-insurance shall be equal to twenty (20) percent
231 of all charges subject to the applicable out-of-pocket maximum.
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233 (2) The out-of-network co-insurance shall be equal to forty (40)
234 percent of all charges subject to the applicable out-of-pocket
235 maximum.
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237 (3) Co-insurance does not apply to those services that require a fixed
238 amount co-payment.
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(4) The in-network co-insurance shall not apply to preventative care, as determined by the plan.

~~(q)~~(p) All eligible employees enrolled in the PPO shall be subject to the following out-of-pocket maximums including any applicable deductible and percent co-insurance to a calendar year maximum of:

(1) Two thousand five hundred dollars (\$2,500.00) in-network under a single plan.

(2) Five thousand dollars (\$5,000.00) in-network under an employee + child(ren), an employee + spouse, or a family plan.

(3) Six thousand dollars (\$6,000.00) out-of-network under a single plan.

(4) For the PPO, twelve thousand dollars (\$12,000.00) out-of-network under an employee + child(ren), an employee + spouse, or a family plan.

~~(5)~~ Office visit co-payments are not limited and do not count toward the calendar year out-of-pocket maximum(s).

~~(6)~~(5) Charges that are over usual and customary do not count toward the calendar year out-of-pocket maximum(s).

~~(7)~~(6) Prescription drug co-payments do not count toward the calendar year out-of-pocket maximum(s).

~~(8)~~(7) Other medical benefits not described in subsections ~~(q)~~(p)(5), ~~(6)~~, and ~~(7)~~(6) shall be paid by the health plan at one hundred (100) percent after the calendar year out-of-pocket maximum(s) has been satisfied.

~~(r)~~(q) All eligible employees and/or their dependents enrolled in the PPO shall pay a two hundred dollar (\$200.00) emergency room co-payment (facility only) in-network or out-of-network. The co-payment shall be waived if the employe and/or their dependents are admitted directly to the hospital from the emergency room. In-network and out-of-network deductibles and co-insurance percentages then apply.

- 281 ~~(s)~~(r) All eligible employes and/or their dependents enrolled in the PPO shall
282 pay the following for a thirty-day prescription drug supply at a
283 participating pharmacy:
284
- 285 (1) Ten dollar (\$10.00) co-payment for all generic drugs.
286
- 287 (2) Thirty dollar (\$30.00) co-payment for all brand name drugs on the
288 formulary list.
289
- 290 (3) Fifty dollar (\$50.00) co-payment for all non-formulary brand name
291 drugs.
292
- 293 ~~(4) Non-legend drugs may be covered at the ten dollar (\$10.00)~~
294 ~~generic co-payment level at the discretion of the plan.~~
295
- 296 ~~(5)~~(4) Twenty dollar (\$20.00) co-payment for all diabetic covered
297 supplies.
298
- 299 ~~(6)~~(5) Except as prohibited by Medicare, Mail order is mandatory for all
300 maintenance drugs. There is no coverage for maintenance drugs
301 filled at retail pharmacy after the third fill.
302
- 303 ~~(7)~~(6) Effective February 1, 2013, Co-payments for mail order
304 maintenance drugs are two and one-half times (2.5×) retail but for
305 a ninety-day supply.
306
- 307 ~~(8)~~(7) The plan shall determine all management protocols.
308
- 309 ~~(9)~~(8) Co-payments for retail prescription are for a thirty-day supply.
310 Retail prescription shall not exceed a thirty-day supply.
311
- 312 (t) All eligible employes and/or their dependents enrolled in the PPO shall
313 pay fifty (50) percent co-insurance on all durable medical equipment to a
314 maximum of fifty dollars (\$50.00) per appliance or piece of equipment.
315
- 316 (u) In accordance with Wisconsin Act 218 that was passed by the State of
317 Wisconsin in 2010, mental health care for all eligible employes and/or
318 their dependents shall be provided in the same manner as regular health
319 care as described in subsection 17.14(7). As such, all co-payments, co-
320 insurance, deductibles, and out-of-pocket maximums shall apply

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accordingly.

- (v) Each calendar year, the county shall pay a cash incentive of five hundred dollars (\$500.00) per contract (single or family plan) to each eligible employe who elects to dis-enroll or not to enroll in a PPO. Any employe who is hired on and after January 1, and who would be eligible to enroll in health insurance under the present county guidelines who chooses not to enroll in a county health plan shall also receive five hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee County Group Health Insurance Plan must be provided in order to qualify for the five hundred dollar (\$500.00) payment. Such proof shall consist of a current health enrollment card.
 - (1) The five hundred dollars (\$500.00) shall be paid on an after-tax basis. When administratively possible, the county may convert the five hundred dollar (\$500.00) payment to a pre-tax credit which the employe may use as a credit towards any employe benefit available within a flexible benefits plan.
 - (2) The five hundred dollar (\$500.00) payment shall be paid on an annual basis by payroll check no later than April 1 of any given year to qualified employes on the county payroll as of January 1. An employe who loses his/her non-county health insurance coverage may elect to re-join the county health plan. The five hundred dollar (\$500.00) payment must be repaid in full to the county prior to coverage commencing. Should an employe re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.
- (w) The county shall implement a disease management program.
- (x) The provisions of C.G.O. [17.14\(7\)](#) shall apply to all employes in the unclassified service of Milwaukee County, except those in following title codes 83000, 83400, 83500, 83600, 83900, 85100, 85400, 85410, 85590, 85631, 85710.
- (y) The provisions of C.G.O. [17.14\(7\)](#) shall not apply to seasonal and hourly employes. An hourly employe shall be considered to be one who does not work a uniform period of time within each pay period and shall include an employe who works a uniform period of time of less than twenty (20)

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hours per week.

- (z) The provisions of [section 17.14\(7\)](#) shall apply to employees on an unpaid leave of absence covered by workers compensation.

- (aa) Retired members of the county retirement system who were represented by the Federation of Nurses & Health Professionals, Local 5001, AFT, AFL-CIO and non-represented members of the employe retirement system who were Doyne employes when they voluntarily resigned their employment between September 1, 1995 and December 31, 1995, at the time of, and in lieu of, a layoff from county service as a direct result of the sale/lease of John L. Doyne Hospital and employes of the School of Nursing who resigned from county service, in lieu of being laid off due to the closure of the School of Nursing, who possess more than ten (10) but less than fifteen (15) years of creditable pension service credit may elect to file an appropriate application to become eligible to enroll in the county group health benefit program and the county shall pay the following fixed, not to exceed, below noted portion of the monthly cost of the benefit option selected with the pensioner paying the balance of the monthly cost:
Creditable Pension Service Monthly County Payment:
Ten (10) or more years\$50.00
Eleven (11) or more years125.00
Twelve (12) or more years200.00
Thirteen (13) or more years275.00
Fourteen (14) or more years350.00

- (bb) Retired members of the county retirement system who are eligible for continuing their health insurance benefits at county expense under the provision of this section shall be eligible for reimbursement of the cost of their Medicare Part B premiums, as well as the Medicare Part B premiums of their eligible spouse and dependents.
 - (1) The provisions of section (bb) shall not apply to members not represented by a collective bargaining unit who retired and began receiving benefits from the Milwaukee County Employees Retirement System after April 1, 2011, nor to members represented by the American Federation of State, County and Municipal Employees, the Association of Milwaukee County Attorneys, the Milwaukee Building and Trades Council, the Technicians, Engineers, and Architects of Milwaukee County, and the International Association of Machinists and Aerospace Workers who retired and began receiving benefits from

401 the Milwaukee County Employees Retirement System after December
402 31, 2011, nor to members represented by the Federation of Nurses and
403 Health Professionals who retired and began receiving benefits from the
404 Milwaukee County Employees Retirement System after December 31,
405 2012. For members represented by the Deputy Sheriffs Association
406 and the Milwaukee County Firefighters Association, the provisions of
407 sections (aa) and (bb) shall be applicable in accordance with their
408 respective labor contracts.

409
410 (cc) Retired members of the county retirement system with less than fifteen
411 (15) years of creditable pension service credit may, upon retirement, opt to
412 continue their membership in the county group health benefit program
413 upon payment of the monthly cost. Upon the death of such a pensioner, the
414 beneficiary(s) may continue as a member of the group, providing they pay
415 the full monthly cost.

416
417 (dd) Effective January 1, 2012, the county Medicare coordination methodology
418 will be "non-duplication". Under this method, when Medicare is the
419 primary health coverage, the benefit paid by Milwaukee County's plan will
420 be the difference between the benefit provided in section 17.14(7) and the
421 amount paid by Medicare.

422
423 (ee) Effective January 1, 2012, employees who are not represented by a
424 collective bargaining unit or who are members of the American Federation
425 of State, County and Municipal Employees, the Association of Milwaukee
426 County Attorneys, the Milwaukee Building and Construction Trades
427 Council, the International Association of Machinists and Aerospace
428 Workers, the Technicians, Engineers and Architects of Milwaukee County
429 or the Federation of Nurses and Health Professionals shall be subject to the
430 provisions of section 17.14(7).

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432 (ff) Effective January 1, 2012, employees who are members of the Milwaukee
433 Deputy Sheriff's Association or the Milwaukee County Fire Fighters'
434 Association shall be subject to the provisions of section 17.14(7), with the
435 exception of subsection (d) which shall be in accordance with the
436 provisions of the collective bargaining agreement.

437
438 (gg) County Wellness Program – effective January 1, 2014, the County
439 shall implement a wellness plan including biometric screenings, a
440 health questionnaire, and up to four (4) individual health coaching
441 sessions per year.
442

443 (1) An employee shall be deemed compliant with the program
444 as soon as administratively feasible upon submission of the
445 annual health questionnaire and completion of the annual
446 biometric screening process.

447
448 (2) Employees deemed at risk by the administrator shall also
449 be required to complete one (1) coaching session with the
450 administrator per quarter to maintain compliance with the
451 plan.

452

453 **SECTION 2.** Section 17.14(8) is created as follows:

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455 (8) County dental benefit plan and dental maintenance organizations. Employees who
456 are eligible for group medical benefits under the provision of subsection 7 of this
457 section shall also be eligible to enroll in dental benefits coverage in accordance
458 with enrollment procedures established by the County, except that retired
459 members of the county retirement system shall not be eligible for dental benefit
460 coverage. Eligible employees may enroll in the County's dental benefit plan or a
461 dental maintenance organization approved by the County.

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463 (a) Dental benefits shall be provided for in accordance with the terms
464 and conditions of the current plan document and the group
465 administrative agreements for the Milwaukee County Dental Plan and
466 the approved dental maintenance organization.

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468 (b) Employees shall pay ten dollars (\$10.00) per month toward the cost of
469 the single plan and twenty-five (\$25) per month toward the cost of a
470 family plan. The appropriate payment shall be made through payroll
471 deduction.

472

473 (c) Employees may continue their dental benefits coverage during a leave
474 of absence under the same conditions as they may continue health
475 benefits coverage.

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477 (d) The County shall deduct employees' contributions to dental coverage
478 on a pre-tax basis pursuant to a Section 125 Plan.

479

480 **SECTION 3.** The provisions of this ordinance shall be effective January 1, 2014.

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**Adopted by the Milwaukee County Board of Supervisors
December 19, 2013**