

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } S.S.

Ann Richmond, being the first duly sworn on oath, says that she is the Publisher of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Jan. 20, 2012

Ann E. Richmond

Ann Richmond, Publisher

Sworn to me this 20th day of January 2012

David Ziemer



David Ziemer

Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent

PROOF OF PUBLICATION

CHAPTER	<u>17.10</u>
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FROM THE OFFICE OF JOSEPH J. CZARNECKI
MILWAUKEE COUNTY CLERK

COUNTY ORDINANCE NO. 11-23
FILE NO. 11-28
AN ORDINANCE

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

SECTION 1. Section 17.10 of the General Ordinances of Milwaukee County is amended as follows:

17.10. - Advancement within a pay range.

(6) From July 10, 2011 through July 9, 2013, notwithstanding any other provisions of this code, the earlier of the legal effective date of 2011 Wisconsin Act 10, or the legal effective date of a substantially similar state law that grants Milwaukee County the authority, in the same manner as 2011 Wisconsin Act 10, to take the following action, until one year and one day thereafter, notwithstanding any other provisions of this code, incumbents of a position represented on July 9, 2011 by the American Federation of State, County and Municipal Employees District Council 48 who would have received an advance in the pay range upon the meritorious completion of two thousand eighty (2080) hours, shall be advanced to the next highest rate of pay in the pay range provided for the classification only upon meritorious completion of an additional four thousand one hundred sixty (4,160) two thousand and eighty (2080) straight-time hours for full-time positions, and a prorated fraction hereof for employees whose scheduled work week is less than forty (40) hours or who began employment after July 10, 2011 the earlier of the legal effective date of 2011 Wisconsin Act 10, or the legal effective date of a substantially similar state law that grants Milwaukee County the authority, in the same manner as 2011 Wisconsin Act 10, to take the preceding action. The intent of this section is to temporarily suspend incremental salary advancements for employees represented by District Council 48 for 2011, 2012 and 2013 one year consistent with the terms of the 2011 and 2012 Adopted Budgets.

(7) From January 1, 2012 to December 31, 2012, notwithstanding any other provisions of this code, incumbents of a position represented on January 1, 2012 by the Association of Milwaukee County Attorneys and by the Technicians, Engineers and Architects of Milwaukee County shall be advanced to the next highest rate of pay in the pay range provided for the classification only upon meritorious completion of an additional two thousand and eight (2080) straight-time hours for full-time positions, and a prorated fraction thereof for employees whose scheduled work week is less than forty (40) hours or who began employment after January 1, 2012. The intent of this section is to temporarily suspend incremental salary advancements for employees in these positions for 2012, consistent with the terms of the 2012 Adopted Budget.

(8) From January 1, 2012 through December 31, 2013, notwithstanding any other provisions of this code, incumbents of a position represented on January 1, 2012 by the International Association of Machinists and Aerospace Workers or the Federation of Nurses and Health Professionals who would have received an advance in the pay range upon the meritorious completion of two thousand eighty (2,080) hours, shall be advanced to the next highest rate of pay in the pay range provided for the classification only upon meritorious completion of an additional four thousand one hundred sixty (4,160) straight-time hours for full-time positions, and a prorated fraction thereof for employees whose scheduled work week is less than forty (40) hours or who began employment after January 1, 2012. The intent of this section is to temporarily suspend incremental salary advancements for employees in these positions for 2012 and 2013, consistent with the terms of the collective bargaining agreements and the 2012 Adopted Budget.

agreement that has adopted this ordinance that includes a mandatory employee pension contribution consistent with subsection 201.24(3.11) of the pension ordinance. The contribution shall be equal to the in-network deductible applicable to employees enrolled under the PPO plan and the deductible for employees enrolled under the HMO plan, as both are defined under subsection 17.14(7)(n). 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 or HMO chosen by the employee and 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) Eligible employees may continue to apply to change their participation in the health plan to one (1) of the options available to employees 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) 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.

(j) Amendments to the Public Health Service Act applies federal government (COBRA) provisions regarding the continuation of health insurance to municipal health plans. Milwaukee County, in complying with these provisions, shall collect the full premium from the insured, as allowed by law, in order to provide the continued benefits.

(k) The county reserves the right to establish a network of providers. The network shall consist of hospitals, physicians, and other health care providers selected by the county. The county reserves the right to add, modify or delete any and all providers under the network.

(l) Upon the death of any retiree, only those survivors eligible for health insurance benefits prior to such retiree's death shall retain continued eligibility for the county group health benefit program. Employees not covered by subsection (m) may, upon retirement, opt to continue their coverage in the county group health benefit program upon payment of the full monthly cost.

(m) The provisions of this subsection are considered a part of an employee's vested benefit contract as more fully set forth in 201.24(5.10). For the purpose of this subsection, service as a county employee not to exceed six (6) months under an emergency appointment, if continuous, may be included in calculating the fifteen (15) years of creditable pension service. The county shall pay the full monthly cost of providing county group health coverage under section 17.14 to the following individuals:

JANUARY 20, 2012

THE DAILY REPORTER

Public NOTICES

THE SOURCE FOR GOVERNMENT, BUSINESS AND COMMUNITY INFORMATION

First Publications

Official Publication

FROM THE OFFICE OF
JOSEPH J. CZARNEZKI
MILWAUKEE COUNTY CLERK
COUNTY ORDINANCE NO. 11-22
FILE NO. 11-23

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

SECTION 1. Section 201.24(2.4) of the General Ordinances of Milwaukee County shall be revised to state in its entirety as follows:

Employee shall mean any person regularly employed by the county at an annual wage or salary including any person who is employed by the state but is part of his/her wage or salary from the county, as well as any person regularly employed by the state but who was previously employed by the county and who has, pursuant to a state statute, continued to be a member of ERS during such state employment and for whom the state shall reimburse the county the employer required contributions related to such employee's membership. In the event of a question arising as to the right of any person in the service of the county to be classified as an employee under this act, the decision of the board shall be final.

SECTION 2. The provisions of this ordinance shall be effective upon passage and publication.

Adopted by the Milwaukee County Board of Supervisors
December 15, 2011

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MILWAUKEE COUNTY

SECTION 2. Section 17.14 of the General Ordinances of Milwaukee County is amended as follows:

(7) Milwaukee County Group Health Benefit Program.

(a) Health and dental benefits shall be provided for in accordance with the terms and conditions of the current plan document and the group administrative agreement for the Milwaukee County Health Insurance Plan ~~or under the terms and conditions of the insurance contracts of a Managed Care Organization (HMO) approved by the county.~~

(b) All health care provided shall be subject to utilization review.

(c) Eligible employees may choose health benefits for themselves and their dependents under a preferred provider organization (county health plan or PPO) ~~or HMO approved by the county.~~

(d) Eligible employees enrolled in the PPO ~~or HMO~~ shall pay a monthly amount toward the monthly cost of health insurance as described below:

~~(1) Effective January 2011 employees enrolled in the HMO comparable plan shall pay seventy five dollars (\$75.00) per month toward the monthly cost of a single plan and one hundred fifty dollars (\$150.00) per month toward the monthly cost of a family plan.~~

~~(2) (1) Effective January 2011 2012 employees enrolled in the PPO comparable plan shall pay seventy five eighty five dollars (\$75.00 \$85.00) per month toward the monthly cost of a single plan and one hundred fifty seventy dollars (\$150.00 170.00) per month toward the monthly cost of a family plan.~~

~~(3) (2) 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.~~

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

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

a. The county shall make an annual contribution to the FSA account of each active and enrolled eligible employee, who is ~~not~~ covered by ~~subsection 201.24(3.11) of the pension ordinance~~ the terms of a collective bargaining agreement, who is an elected official, or who is covered by a collective bargaining

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(1) Upon retirement, employees who were non-represented as of December 31, 2011, or who were represented, as of December 31, 2011, by the American Federation of State, County and Municipal Workers, or by International Association of Machinists and Aerospace Workers, or by the Technicians, Engineers and Architects of Milwaukee County, or by the Milwaukee Building and Construction Trades Council, or by the Milwaukee County Firefighters Association, and who were hired prior to January 1, 1994, and who have fifteen (15) years or more of creditable pension service as a county employee, 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 upon retirement shall be allowed to continue in the county group health benefit program and the county shall pay the full monthly cost of providing such coverage, in accordance with chapter 17 of the General Ordinances of the County of Milwaukee, section 17.14 and any other applicable ordinance or section. To be eligible for this benefit, an employe must have fifteen (15) years or more of creditable service as a county employe. Employees hired on and after January 1, 1994, may upon retirement opt to continue their membership in the county group health benefit program upon payment of the full monthly cost.

(2) Employees who were represented as of December 31, 2011 by the Federation of Nurses and Health Professionals, and who were hired prior to September 27, 1995, and who have fifteen (15) years or more of creditable pension service as a county employee, 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.

(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 employee, 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 employee, 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 employees 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 section 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

HMO shall pay the following for a thirty-day prescription drug supply at participating pharmacy:

(1) ~~Five dollar (\$5.00)~~ Ten dollar (\$10.00) co-payment for all generic drug
(2) ~~Thirty dollar (\$30.00)~~ co-payment for all brand name drugs on the formulary list.

(3) ~~Fifty dollar (\$50.00)~~ co-payment for all non-formulary brand name drugs

(4) ~~Non-legend drugs may be covered at the five dollar (\$5.00) ten dollar (\$10.00) generic co-payment level at the discretion of the plan.~~

(5) ~~Twenty dollar (\$20.00)~~ co-payment for all diabetic covered supplies.

(6) ~~Mail order is mandatory for all maintenance drugs. There is no coverage for maintenance drugs filled at retail pharmacy after the third fill.~~

(7) ~~Co-payments for mail order maintenance drugs is the same as are two times (2X) retail but for a 90-day supply.~~

(8) ~~The plan shall determine all management protocols.~~

(9) ~~Co-payments for Retail Prescription are for a thirty day supply. Retail prescription shall not exceed a thirty day supply.~~

(t) ~~All eligible employees and/or their dependents enrolled in the HMO shall be subject to a twenty dollar (\$20.00) office visit co-payment for all illness or injury related office visits, including chiropractic visits. The office visit co-payment shall not apply to preventative care, as determined by the plan.~~

(u) ~~All eligible employees and/or their dependents enrolled in the HMO shall pay one hundred dollar (\$100.00) co-payment for each in-patient hospitalization.~~

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

(w) ~~All eligible employees and/or their dependents enrolled in the HMO shall pay a one hundred fifty dollar (\$150.00) emergency room co-payment (facility only) in-network or out-of-network. The co-payment shall be waived if the employee and/or their dependents are admitted to the hospital directly from the emergency room. Deductibles then apply.~~

(x) ~~(u) In accordance with Wisconsin Act 218 that was passed by the State of Wisconsin in 2010, mental health care for all eligible employees and/or their dependents shall be provided in the same manner as regular health care as described in section 17.14(7). As such, all co-payments, co-insurance, deductibles, and out-of-pocket maximums shall apply accordingly.~~

(y) ~~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 employee who elects to dis-enroll or not to enroll in a PPO or HMO. Any employee 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 employee may use as a credit towards any employee 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 employees on the county payroll as of January 1. An employee who loses his/her non-county health insurance coverage may elect to re-join the county health plan. The employee would not be able to re-join an HMO until the next open enrollment period. The five hundred dollar (\$500.00) payment must be repaid in full to the county prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.~~

MINIMUM.

(n) All eligible employees enrolled in the PPO or HMO shall have a deductible equal to the following:

(1) The in-network deductible for the PPO shall be five hundred dollars (\$500.00) per insured, per calendar year; one thousand dollars (\$1,000.00) for a two-member family, per calendar year; or one thousand five hundred dollars (\$1,500.00) for a three-member or more family, per calendar year.

(2) The out-of-network deductible for the PPO shall be one thousand dollars (\$1,000.00) per insured, per calendar year; two thousand dollars (\$2,000.00) for a two-member family, per calendar year; or three thousand dollars (\$3,000.00) for a three-member or more family, per calendar year.

(3) The deductible for the HMO shall be five hundred dollars (\$500.00) per insured, per calendar year; one thousand dollars (\$1,000.00) for a two-member family, per calendar year; one thousand five hundred dollars (\$1,500.00) for a three or more member family, per calendar year.

(4) (3) Co-payments do not apply towards meeting deductibles for the HMO or PPO.

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

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

The in-network co-insurance shall be equal to ~~ten (10)~~ twenty (20) percent of all charges subject to the applicable out-of-pocket maximum.

(2) The out-of-network co-insurance shall be equal to ~~thirty (30)~~ forty (40) percent of all charges subject to the applicable out-of-pocket maximum.

(3) Co-insurance does not apply to those services that require a fixed amount co-payment.

(4) The in-network co-insurance shall not apply to preventative care, as determined by the plan.

(q) 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 a family plan.

(3) ~~Five Six~~ six thousand dollars (~~\$5,000.00~~ \$6,000.00) out-of-network under a single plan.

(4) For the PPO, ~~seven thousand five hundred~~ twelve thousand dollars (~~\$7,500.00~~ \$12,000.00) out-of-network under 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) Charges that are over usual and customary do not count toward the calendar year out-of-pocket maximum(s).

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

(8) Other medical benefits not described in subsections (q)(5), (6), and (7) 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) All eligible employees and/or their dependents enrolled in the PPO shall pay a ~~one hundred fifty dollar (\$150.00)~~ 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 employee 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.

All eligible employees and/or their dependents enrolled in the PPO or

the county shall implement a disease management program.

(aa) (x) The provisions of C.G.O. 17.14(7) shall apply to all employees in the unclassified service of Milwaukee County, except those in following title codes 83000, 83400, 83500, 83600, 83900, 85100, 85400, 85410, 85590, 85631, 85710.

(bb) (y) The provisions of C.G.O. 17.14(7) shall not apply to seasonal and hourly employees. An hourly employee shall be considered to be one who does not work a uniform period of time within each pay period and shall include an employee who works a uniform period of time of less than twenty (20) hours per week.

(cc) (z) The provisions of 17.14(7) shall apply to employees on an unpaid leave of absence covered by workers compensation.

(dd) (aa) The county shall pay the full monthly cost of providing such coverage to retired members of the county retirement system with fifteen (15) or more years of creditable pension service as a county employee, to individuals who are retired members of the county retirement system who have at least seven and one-half (7½) years of creditable pension service as a county employee and have also retired after fifteen (15) or more years of service as a City of Milwaukee employee, to 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 employees 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 Dynacore LLC, and Froedtert Memorial Lutheran Hospital (Radiology Department) to retired employees with fifteen (15) or more years of service as a county employee in a teaching position, to beneficiaries of the foregoing employees who continue to receive benefits from the county retirement system after the death of such employee, and to persons receiving survivorship benefits under section 201.24 (6.4) of the county pension ordinance. The provisions of this subsection are considered a part of an employee's vested benefit contract as more fully set forth in 201.24 (5.01). 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. Service as a county employee not to exceed six (6) months under an emergency appointment, if continuous, may be included in calculating the fifteen (15) years of creditable pension service.

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 employees 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 resign 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 years 125.00

Twelve (12) or more years 200.00

Thirteen (13) or more years 275.00

Fourteen (14) or more years 350.00

The provisions of this section shall not apply to employees not represented by a collective bargaining unit who become members of the Milwaukee County Employee Retirement System on or after January 1, 1994. Employees not

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represented by a collective bargaining unit who become members of the Milwaukee County Employees Retirement System or after January 1, 1994, may opt to continue in the county group health benefit program after retirement upon payment of the full monthly cost.

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

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

The option to elect health maintenance organization (HMO) coverage shall apply to retired employees and other members of the county retirement system, as described in the provisions of (a) and (c) above, except such participants must be participants in the county group health benefit program and must reside in the appropriate HMO service area currently available to employees. Administration of the provisions of this paragraph shall be in accordance with the contracts between the county and the appropriate HMO.

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

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

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

(g) Milwaukee County Group Health Benefit Program for actively employed

one (1) of the options available to employees on an annual enrollment shall be held at a date to be determined by the county and announced at least forty-five (45) days in advance.

(i) 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.

(j) Amendments to the Public Health Service Act applies federal government (COBRA) provisions regarding the continuation of health insurance to municipal health plans. Milwaukee County, in complying with these provisions, shall collect the full premium from the insured, as allowed by law, in order to provide the continued benefits.

(k) The county reserves the right to establish a network of providers. The network shall consist of hospitals, physicians, and other health care providers selected by the county. The county reserves the right to add, modify or delete any and all providers under the network.

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

(1) The in-network deductible shall be two hundred fifty dollars (\$250.00) per insured, per calendar year, seven hundred fifty dollars (\$750.00) per family, per calendar year.

(2) The out-of-network deductible shall be five hundred dollars (\$500.00) per insured, per calendar year, one thousand five hundred dollars (\$1,500.00) per family, per calendar year.

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

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

(1) The in-network co-insurance co-payment shall be equal to ten (10) percent of all charges subject to the applicable out-of-pocket maximum.

(2) The out-of-network co-insurance co-payment shall be equal to thirty (30) percent of all charges subject to the applicable out-of-pocket maximum.

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

(1) Two thousand dollars (\$2,000.00) in-network under a single plan.

(2) Three thousand five hundred dollars (\$3,500.00) in-network under a family plan.

(3) Three thousand five hundred dollars (\$3,500.00) out-of-network under a single plan.

(4) Six thousand dollars (\$6,000.00) out-of-network under 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) Charges that are over usual and customary do not count toward the calendar year out-of-pocket maximum(s).

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

(8) Other medical benefits not described in (q)(5), (6), and (7) 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) All eligible employees and/or their dependents enrolled in the PPO shall pay a one hundred dollar (\$100.00) emergency room co-payment in-network or out-of-network. The co-payment shall be waived if the employee and/or their dependents are admitted directly to the hospital from the emergency room.

Members represented by AFSCME District Council 48. Changes to Section 17.14(8) shall become effective as soon as administratively possible following the earlier of the legal effective date of 2011 Wisconsin Act 10, or upon the legal effective date of a substantially similar state law that grants Milwaukee County the authority, in the same manner as 2011 Wisconsin Act 10, to take the following action:

(a) Health and dental benefits shall be provided for in accordance with the terms and conditions of the current plan document and the group administrative agreement for the Milwaukee County Health Insurance Plan or under the terms and conditions of the insurance contracts of a Managed Care Organization (HMO) approved by the county.

(b) All health care provided shall be subject to utilization review.

(c) Eligible employees may choose health benefits for themselves and their dependents under a preferred provider organization (county health plan or PPO) or HMO approved by the county.

(d) Eligible employees enrolled in the PPO or HMO shall pay a monthly amount toward the monthly cost of health insurance as described below:

(1) Employees enrolled in the HMO comparable plan shall pay fifty dollars (\$50.00) per month toward the monthly cost of a single plan and one hundred dollars (\$100.00) per month toward the monthly cost of a family plan.

(2) Employees enrolled in the PPO comparable plan shall pay ninety dollars (\$90.00) per month toward the monthly cost of a single plan and one hundred eighty dollars (\$180.00) per month toward the monthly cost of a family plan.

(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.

(4) The county shall deduct employees' contributions to health insurance on a pre-tax basis pursuant to a section 125 plan.

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

(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 or HMO chosen by the employee and 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 absence 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) Eligible employees may continue to apply to change their health plan to

In-network and out-of-network deductibles and co-insurance percentages apply.

(a) All eligible employees and/or their dependents enrolled in the PPO or HMO shall pay the following for a thirty (30) day prescription drug supply at a participating pharmacy:

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

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

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

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

(5) The plan shall determine all management protocols.

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

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

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

(w) All eligible employees and/or their dependents enrolled in the HMO shall pay a one hundred dollar (\$100.00) emergency room co-payment (facility only). The co-payment shall be waived if the employee and/or their dependents are admitted to the hospital directly from the emergency room.

(x) The health plan benefits for all eligible employees and/or their dependents for the in-patient and out-patient treatment of mental and nervous disorders, alcohol and other drug abuse (AODA) will be consistent with the mandates of the Federal mental health parity act.

(y) 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 employee who elects to dis-enroll or not to enroll in a PPO or HMO. Any employee 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 dollars (\$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 dollars (\$500.00) payment to a pre-tax credit which the employee may use as a credit towards any employee benefit available within a flexible benefits plan.

(2) The five hundred dollars (\$500.00) payment shall be paid on an annual basis by payroll check no later than April 1 of any given year to qualified employees on the county payroll as of January 1. An employee who loses his/her non-county health insurance coverage may elect to re-join the county health plan. The employee would not be able to re-join an HMO until the next open enrollment period. The five hundred dollars (\$500.00) payment must be repaid in full to the county prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.

(z) The provisions of C.G.O. 17.14(8) shall not apply to seasonal and hourly employees. An hourly employee shall be considered to be one who does not work a uniform period of time within each pay period and shall include an employee who works a uniform period of time of less than twenty (20) hours per week.

MILWAUKEE COUNTY

CONTINUED FROM PAGE 38

(f) The provisions of 17.14(8) shall apply to employees on an unpaid leave of absence covered by workers compensation.

(g) Milwaukee County Group Health Benefit Program for actively employed and retired members represented by the Deputy Sheriffs Association and the Milwaukee County Firefighters Association. Section 17.14(4) shall be effective for members of the Deputy Sheriffs Association and the Milwaukee County Firefighters Association as soon as administratively possible after July 28, 2011.

(h) Health and dental benefits shall be provided for in accordance with the terms and conditions of the current plan document and the group administrative agreement for the Milwaukee County Health Insurance Plan or under the terms and conditions of the insurance contracts of a Managed Care Organization (HMO) approved by the county.

(i) All health care provided shall be subject to utilization review.

(j) Eligible employees may choose health benefits for themselves and their dependents under a preferred provider organization (county health plan or PPO) or HMO approved by the county.

(k) 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 or HMO chosen by the employee and 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.

(l) 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.

(m) Coverage of enrolled employees shall be in accordance with the monthly enrollment cycle administered by the county.

(n) Eligible employees may continue to apply to change their health plan to one (1) of the options available to employees 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.

(o) 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.

(p) Amendments to the Public Health Service Act applies federal government (COBRA) provisions regarding the continuation of health insurance to municipal health plans. Milwaukee County, in complying with these provisions, shall collect the full premium from the insured, as allowed by law, in order to provide the continued benefits.

(q) The county reserves the right to establish a network of providers. The

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

(s) The plan shall determine all management protocols.

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

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

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

(w) All eligible employees and/or their dependents enrolled in the HMO shall pay a one-hundred-dollar (\$100.00) emergency room co-payment (facility only). The co-payment shall be waived if the employee and/or their dependents are admitted to the hospital directly from the emergency room.

(x) The health plan benefits for all eligible employees and/or their dependents for the in-patient and out-patient treatment of mental and nervous disorders, alcohol and other drug abuse (AODA) will be consistent with the mandates of the Federal mental health parity act.

(y) 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 employee who elects to dis-enroll or not to enroll in a PPO or HMO. Any employee 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.

(z) The five-hundred-dollar (\$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 employee may use as a credit towards any employee benefit available within a flexible benefits plan.

(aa) 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 employees on the county payroll as of January 1. An employee who loses his/her non-county health insurance coverage may elect to re-join the county health plan. The employee would not be able to re-join an HMO until the next open enrollment period. The five-hundred-dollar (\$500.00) payment must be repaid in full to the county prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.

(ab) The provisions of C.C.O. 17.14(8) shall not apply to seasonal and hourly employees. An hourly employee shall be considered to be one who does not work a uniform period of time within each pay period and shall include an employee who works a uniform period of time of less than twenty (20) hours per week.

(ac) The provisions of 17.14(8) shall apply to employees on an unpaid leave of absence covered by workers compensation.

SECTION 3. The provisions of this ordinance shall be effective upon passage and publication.

Adopted by the Milwaukee County Board of Supervisors December 16, 2011

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...ted by the county. The county reserves the right to add, modify or delete any and all providers under the network.

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

(1) The in-network deductible shall be two hundred fifty dollars (\$250.00) per insured, per calendar year; seven hundred fifty dollars (\$750.00) per family, per calendar year.

(2) The out-of-network deductible shall be five hundred dollars (\$500.00) per insured, per calendar year; one thousand five hundred dollars (\$1,500.00) per family, per calendar year.

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

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

(1) The in-network co-insurance co-payment shall be equal to ten (10) percent of all charges subject to the applicable out-of-pocket maximum.

(2) The out-of-network co-insurance co-payment shall be equal to thirty (30) percent of all charges subject to the applicable out-of-pocket maximum.

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

(1) Two thousand dollars (\$2,000.00) in-network under a single plan.

(2) Three thousand five hundred dollars (\$3,500.00) in-network under a family plan.

(3) Three thousand five hundred dollars (\$3,500.00) out-of-network under a single plan.

(4) Six thousand dollars (\$6,000.00) out-of-network under 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) Charges that are over-usual and customary do not count toward the calendar year out-of-pocket maximum(s).

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

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

(o) All eligible employees and/or their dependents enrolled in the PPO shall pay a one hundred dollar (\$100.00) emergency room co-payment in-network or out-of-network. The co-payment shall be waived if the employee 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 apply.

(p) All eligible employees and/or their dependents enrolled in the PPO or HMO shall pay the following for a thirty (30) day prescription drug supply at a participating pharmacy:

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

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

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

one (1) of the options available to employee on an annual enrollment shall be held at a date to be determined by the county.

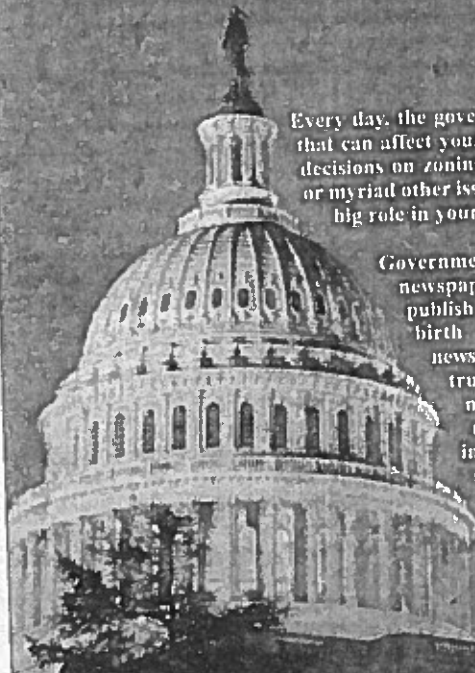
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Facts do not cease to exist because they are ignored.

- Aldous Huxley

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