

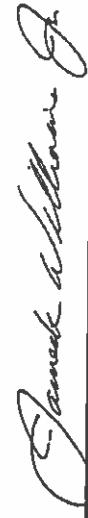
STATE OF WISCONSIN  
MILWAUKEE COUNTY } S.S.

10690734

PROOF OF PUBLICATION

Jim Williams, being the first duly sworn on oath, says that he 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

Feb. 23, 2015

  
\_\_\_\_\_  
Jim Williams, Publisher

Sworn to me this 23rd day of February 2015



David Ziemer  
Notary Public, Milwaukee County, Wisconsin

PROOF OF PUBLICATION

CHAPTER	17.14(7)
STATUS	Amended
ADOPTED	12/4/14
J.P. PG.	-
PUBLISHED	2/23/15
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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 Section 125 Plan. The county shall establish and administer flexible spending accounts (FSAs) for those employees who desire to pre-fund their health and dependent care costs as governed by IRS regulations. The county retains the right to select a third party administrator.

(a) The county shall match the employees' annual contributions to the healthcare FSA account on a dollar-for-dollar basis up to an annual maximum match of \$4200.00 (\$200.00 for each active and enrolled eligible employee who is covered by subsection 201.24(3.1) of the pension ordinance or who is covered by a collective-bargaining agreement that includes a mandatory employee pension contribution 201.24(3.1) of the pension ordinance). The contributions shall be subject to and in accordance with IRS regulations.

(b) 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 of absence without pay status is requested if, unless 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.

(g) 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, the employee's spouse insurance coverage, at no cost to the retiree, the employee's spouse shall continue as a dependent on the dominant policy.

(h) 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) 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 federal Health-Service Act applies 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.

(l) 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 additional providers under the network.

(k) Employees not covered by subsection (j) may, upon retirement, opt to continue their coverage in the county group health benefit program upon payment of the full monthly cost of this service.

(l) The provisions of this subsection are considered a part of an employee's vested benefit contract as more fully set forth in subsection 201.24(5.10). For the purpose of this subsection, an employee 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:

(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 the International Association of Machinists and Aerospace Workers, or by the Technicians, Engineers and Architects of 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 employee, and have also retired after fifteen (15) or more years of service as a City of Milwaukee employee, and have also retired after fifteen (15) 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.

(2) Employees who were represented as of December 31, 2011, by the Milwaukee County Attorneys, 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 employee, and have also retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(3) 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 employee and have also retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(4) Employees who were represented as of December 31, 2011, by the Milwaukee County Attorneys, 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 employee and have also retired after fifteen (15) or more years of service as a City of Milwaukee employee.

(5) Retired members of the county retirement system who became members during the transfer of the county's functional former employees to United Regional Medical Services, Inc., EdDynacare LLC, and Froedtert Memorial Lutheran Hospital (Radiology Department), and to retired employees with fifteen (15) or more years of service as a county employee in a teaching position.

(6) Beneficiaries of the foregoing employees in paragraphs (1)-(5) who continue to receive benefits from the county retirement system after the death of such employee, and to persons receiving survivorship benefits.

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

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

(1) Ten dollar (\$10.00) co-payment for all generic drugs.

(2) Thirty dollar (\$30.00)

(m) Effective February 1, 2014-2015, all eligible employees enrolled in the PPO shall have a deductible equal to the following:

(1) The in-network deductible for the PPO shall be based upon plan enrollment and shall be as follows per calendar year:

Employee Only ... \$800.00

Employee + Child(ren) ... \$1,000.00

Employee + Spouse ... \$1,250.00

Employee + Family ... \$1,500.00

Employee + Spouse + Child(ren) ... \$2,000.00

Employee + Family + Spouse ... \$2,250.00

Employee + Family + Spouse + Child(ren) ... \$2,500.00

Employee + Family + Spouse + Child(ren) + Spouse ... \$3,000.00

Employee + Family + Spouse + Child(ren) + Spouse + Family ... \$3,500.00

Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse ... \$4,000.00

Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$4,500.00

Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family + Family ... \$5,000.00

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Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family + Family + Family + Family + Family + Family ... \$7,000.00

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Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$9,000.00

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Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$10,000.00

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Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$28,500.00

Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$29,000.00

Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$29,500.00

Employee + Family + Spouse + Child(ren) + Spouse + Family + Spouse + Family ... \$30,000.00

**FROM THE OFFICE OF  
JOSEPH J. CZARNEZKI  
MILWAUKEE COUNTY CLERK  
County Ordinance No. 14-943  
AN ORDINANCE**

The County Board of Supervisors of the County of Milwaukee does

SECTION 1. Section 17.14(1) of the General Ordinances of Milwaukee County is amended as follows:

(7) Milwaukee County Group Health Benefit Program 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 Plan with 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 (PPO).

(d) Employees shall pay a monthly amount toward the monthly cost of health insurance as described below:

(1) Effective January 2014-2015, employees enrolled in the PPO comparable plan who would otherwise pay the premium contribution set forth in subsection (2) and who comply with the requirements of the wellness plan shall pay the following amounts per month toward the monthly cost of the respective plan:

Employee Only ..... \$100.00

Employee + Child(ren) ..... \$101.00

Employee + Spouse ..... \$102.00

Employee + Family ..... \$103.00

Employee + Spouse + Child(ren) ..... \$104.00

Employee + Spouse + Family ..... \$105.00

Employee + Spouse + Child(ren) + Family ..... \$106.00

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) twenty dollar (\$20.00) co-payment for all diabetic covered supplies.

(5) Except as prohibited by Medicare, Mail order is mandatory for all maintenance drugs. There is no coverage for maintenance drugs filled at retail pharmacy after the third fill.

(6) Effective February 1, 2013, Co-payments for mail order maintenance drugs are two and one-half times (2.5x) retail but for a ninety-day supply, a maximum of fifty dollars (\$50.00) per management protocol.

(7) The plan shall determine all appliance or piece of equipment in accordance with Wisconsin Act 218 that was passed by the State of Wisconsin in 2010.

mental health care for all eligible employees and their dependents shall be provided in the same manner as regular health care as described in subsection 17.14(7).

As such, all co-payments, co-insurance, deductibles, and out-of-pocket maximums, shall apply according to the present county guidelines who chooses not to enroll in a county health plan shall also receive 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. Any employee who is hired on and after January 1, and who would be eligible to enroll in health insurance under the present

(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 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) 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 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.

(w) The county shall implement a disease management program. (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, 83600, 83600, 83900, 85400, 85400, 85410, 85500, 85831, 85710, 85417.

(y) The provisions of C.G.O. 17.14(7) shall not apply to 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.

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

(aa) Retired members of the county retirement system who were represented by the Federation of Nurses & Health Professionals, Local 5001, A.F.T., AFL-CIO and non-represented members of the county retirement system who were

Doyne employees when they voluntarily resigned their employment between September 1, 1985 and December 31, 1985, 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 employees of the School of Nursing who resigned service, in lieu of

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 Monthly County Payment: Ten (10) or more years...\$50.00  
Eleven (11) or more years

Twelve (12) or more years  
Twenty (20) or more years

Thirteen (13) or more years  
Twenty-five (25) or more years

Fourteen (14) or more years  
Thirty (35) or more years

(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.

(cc) The provisions of section (b) 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 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 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 Sheriff's Association and the Milwaukee County Firefighters Association, the Visions of Attorneys, the Milwaukee Building and Trades Council, the Architects, Engineers and Technicians of Milwaukee County, and the International Association of Machinists and Aerospace Workers who retired and began receiving benefits from the Milwaukee County Retirement System after December 31, 2012, 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 Milwaukee County Firefighters Association, the Visions of Attorneys, the Milwaukee Building and Trades Council, the Architects, Engineers and Technicians of Milwaukee County, and the International Association of Machinists and Aerospace Workers 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 Trades Council, the International Association of Nurses and Health Professionals shall be subject to Medicare's "non-application" method. Under this method, when Medicare is the primary health coverage, the benefit paid by Medicare will be the difference between the benefit provided in section 17.14(7) and the amount paid by Medicare.

(dd) Effective January 1, 2012, the 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 Trades Council, the International Association 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 section 17.14(7), with the exception of subsection (d) which shall be in accordance with the provisions of the collective bargaining agreement.

(gg) County Wellness Program - effective January 1, 2014, the County shall implement a wellness plan including biometric screenings, a four hour individual health coaching session per year.

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

(ii) Employees deemed at risk by

the administrator shall also be required to complete one (1) coaching session with the administrator per quarter to maintain compliance with the plan.

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

(8) County dental benefit plan and dental maintenance organizations. Employees who are eligible for group medical benefits under the system shall also be eligible to enroll in dental benefits coverage in accordance with enrollment procedures established by the County's dental benefit plan or a dental maintenance organization.

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

(b) Employees shall pay ten dollars (\$10.00) fifteen dollars (\$15.00) per month toward the cost of the single plan and twenty-five dollars (\$25.00) per month toward the cost of a family plan. The appropriate payment shall be made through payroll deduction.

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

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

**SECTION 3.** The provisions of this ordinance shall be effective January 1, 2015.

Adopted by the Milwaukee County Board of Supervisors

December 18, 2014

10690734/2-23