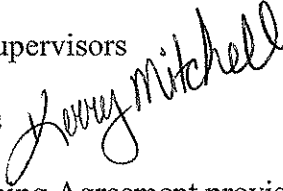


INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE

DATE: February 27, 2012

TO: Lee Holloway, Chairman, County Board of Supervisors

FROM: Kerry Mitchell, Director of Human Resources 

SUBJECT: Incorporation of AFSCME Collective Bargaining Agreement provisions into ordinance

Please refer the attached resolution and ordinance amendments to the Committees on Finance and Audit and Personnel.

The Department of Administration has reviewed every provision of the 2007-08 AFSCME collective bargaining agreement. The attached lengthy document provides, provision by provision, our recommendation for either continuation of a provision by adoption into county ordinances, or our recommendation that no action is necessary. Generally speaking, the recommendation is to incorporate all financial compensation and fringe benefit provisions without change. The exceptions relate to shift differential pay and standby pay. In those cases, the recommendation is to utilize the existing provisions for non-represented employees. These are the only provisions that have any fiscal impact, as the remaining provisions are intended to incorporate the status quo. Generally speaking, provisions that do not relate to financial benefits are not recommended for incorporation into ordinance.

Two other provisions are included. One relates to the payment of accrued time when an employee is terminated or laid off. The proposal provides that if such an employee returns to employment in the same calendar year that the employee received the payout, the employee would not be eligible for vacation or personal time unless the employee repays the county the amount already received by the employee for that year's unused vacation or personal time. The other provisions incorporate the rule of 75 pension benefit related to the deputy sheriffs association and the firefighters association. These provisions merely incorporate existing agreements in the same manner that has been utilized for other unions. This amendment does not change the current pension benefits of any employee. These pension benefits are still subject to collective bargaining with the public safety worker unions and ordinances will be amended in the future if any of these benefits are changed through collective bargaining.

Attachments

cc(w/att.): County Executive Chris Abele
Carol Mueller
Jodi Mapp

1.02 EMPLOYEE DEFINED

- (1) Whenever the term "employee" is used in this Memorandum of Agreement, it shall mean and include only those employees of Milwaukee County in positions which have been certified by the Wisconsin Employment Relations Commission (WERC), as being represented by the Union.
- (2) When positions are created which have not been certified by the WERC, the employer shall notify the Union within 30 days of the creation of such positions. Within fifteen (15) days thereafter, the parties shall meet and attempt to enter into a stipulation as to the inclusion or exclusion of the position(s). If the parties reach an agreement, they shall jointly notify the WERC of the agreement and request that the WERC certify the position(s) as being represented by the Union. If the parties fail to reach an agreement, either party may petition the WERC for a determination under Chapter 111.70.
- (3) Less than full-time positions created with a title or job the same as full-time represented positions shall be automatically covered by this Agreement.

Action Recommended:	None. The term "employees" may continue to be defined in any future collective bargaining agreements.
Impact of Recommendation:	<ul style="list-style-type: none"> • All newly created positions will be non-represented status. • The Union, if certified, may continue to petition the WERC for determination pursuant to Chapter 111.70.

1.03 NONDISCRIMINATION

The County and the Union shall not discriminate in any manner whatsoever against any employee for employment because of race, sex, age, nationality, handicap, political or religious affiliation or marital status.

Sexual harassment shall be considered discrimination under this Article. Sexual harassment shall mean unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The County may take action necessary to comply with the American with Disabilities law and shall meet with the Union to discuss the impact on current employees.

Action Recommended:	None. Employees are protected under federal and state laws for matters relating to discrimination, including sexual harassment.
Impact of Recommendation:	<ul style="list-style-type: none"> • The County reserves the right to take actions it deems necessary to comply with the American with Disabilities law.

1.04 DURATION OF AGREEMENT

- (1) After ratification by the parties the provisions of this Memorandum of Agreement shall become effective January 1, 2007. Unless otherwise modified or extended by mutual agreement of the parties, this Agreement shall expire on December 31, 2008.
- (2) The initial bargaining proposals of the County and the Union for a successor agreement shall be exchanged prior to the first meeting of the Personnel Committee in September, 2008, at a time mutually agreeable to the parties. Thereafter, negotiations shall be carried on in an expeditious manner and shall continue until all bargainable issues between the parties have been resolved.
- (3) This timetable is subject to adjustment by mutual agreement of the parties consistent with the progress of negotiations.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none">• Pursuant to state law, any new contract with a non-public safety union is only valid for the duration of one (1) year. Contract extensions are no longer allowed.

1.05 MANAGEMENT RIGHTS

- (1) The County of Milwaukee retains and reserves the sole right to manage its affairs in accordance with all applicable laws, ordinances, regulations and executive orders. Included in this responsibility, but not limited thereto, is the right to determine the number, structure and location of departments and divisions; the kinds and number of services to be performed; the right to determine the number of positions and the classifications thereof to perform such service; the right to direct the work force; the right to establish qualifications for hire, to test and to hire, promote and retain employees; the right to transfer and assign employees, subject to existing practices which are mandatory subjects of bargaining and the terms of this Agreement; the right, subject to civil service procedures and the terms of this Agreement related thereto, to suspend, discharge, demote or take other disciplinary action and the right to release employees from duties because of lack of work or lack of funds; the right to maintain efficiency of operations by determining the method, the means and the personnel by which such operations are conducted and to take whatever actions are reasonable and necessary to carry out the duties of the various departments and divisions.
- (2) In addition to the foregoing, the County reserves the right to make reasonable rules and regulations relating to personnel policies, procedures and practices and matters relating to working conditions, giving due regard to the obligations imposed by this Agreement. However the County reserves total discretion with respect to the function or mission of the various departments and divisions, the budget, organization, or the technology of performing the work. These rights shall not be abridged or modified except as specifically provided for by the terms of this Agreement, nor shall they be exercised for the purpose of frustrating or modifying the terms of this Agreement. But these rights shall not be used for the purpose of discriminating against any employee or for the purpose of discrediting or weakening the Union.

- (3) The County does have the right to contract or subcontract work which cannot be performed or is uneconomical to be performed by bargaining unit employees. The County is genuinely interested in maintaining maximum employment for all employees covered by this Agreement consistent with the needs of the County. In planning to contract or subcontract work, the County shall give due consideration to the interest of County employees by making every effort to insure that employees with seniority will not be laid off or demoted as a result of work being performed by an outside contractor.

In the event a position is abolished as a result of contracting or subcontracting, the County will hold advance discussions with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope of work to be performed, and the reasons why the County is contemplating contracting out work. Notification for advance discussions will be in writing and delivered to the Executive Director of the Union by certified mail.

- (4) Milwaukee County will abide by the following limitations when using temporary help agency employees to perform work, which has been historically performed by the members of the bargaining unit:

1. Temporary help agency employees can be used:
 - a. To perform the duties of an authorized vacant position if a certification request has been forwarded to the Department of Human Resources, however agency staff cannot be utilized for more than 45 days after receipt of a certification list from the Department of Human Resources; or to perform work of a temporary duration of six months or less.
 - b. Providing the contract with the temporary help agency requires that the individuals retained adhere to the same principles of confidentiality required of County employees.
2. Temporary help agency employees shall not be used to supplant bargaining unit positions.
3. Milwaukee County Departments agree to provide notice to the Union of the retention of temporary help agency employees.

- (5) For the period of January 01, 2007 through December 31, 2007, there shall be no layoff of bargaining unit employees unless the State and/or Federal government fails to provide the funding mechanism and/or program dollars, or if the State and/or Federal government enact legislation limiting or prohibiting the County from maintaining current (December 31, 2006) funding levels. The County will not privatize work currently being performed by those bargaining unit employees who are current incumbents in such positions. This provision shall expire on December 31, 2007.

- (6) For the period of January 01, 2008 through December 31, 2008, the County shall not privatize bargaining unit work except the work of bargaining unit positions which are vacant on January 01, 2008 and those bargaining unit positions which are vacated by resignation or retirement, but not discharges, of bargaining unit employees between January 01, 2008 and December 31, 2008. The County will not hold open 2007 vacancies solely for the purpose of privatization of the vacancy in 2008. The County shall not reassign employees to a different work location or department/division in order to accomplish the privatization of a group of bargaining unit positions. This provision does not preclude the ability of the County to lay off members of the bargaining unit in 2008. This provision shall expire on December 31, 2008 and the language of Sections 1.05 and 2.37 of the contract shall revert to language that is stated in these sections of the 2002-2004 Memorandum of Agreement.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • The County maintains the right to manage its affairs in accordance with all applicable laws, ordinances, regulations and executive orders. • The County may take actions it deems necessary with respect to: <ul style="list-style-type: none"> • Contracting or subcontracting for services; • The use of temporary employees; • Privatization of services; and • Layoffs. • Matters relating to seniority will be discussed in a later section.

2.01 WAGES

- (1) Effective November 4, 2007, wages of bargaining unit employees shall be increased by one percent (1%).
- (2) Effective April 06, 2008, wages of bargaining unit employees shall be increased by one percent (1%).
- (3) Effective June 29, 2008, wages of bargaining unit employees shall be increased by one percent (1%).
- (4) Effective October 05, 2008, wages of bargaining unit employees shall be increased by one percent (1%).
- (5) A two hundred fifty dollar (\$250) lump sum payment shall be made to each employee who has an assigned work week of twenty (20) or more hours per week, and who is on the payroll as of the first pay period following ratification of the 2007-2008 contract. This payment does not apply to seasonal or hourly employees who did not work 1040 or more hours in 2006.
- (6) The County will match the total percentage cost of a settlement package which any other County union receives for 2007 - 2008 if it is higher than the 2007 - 2008 total percentage cost of the package settlement with Milwaukee District Council 48 AFSCME, AFL-CIO and its Appropriate Affiliated Locals. This provision will not be applicable to any arbitrated package excluding 'consent awards', nor will the stipulation be applicable to the Building Trades Council increases in wages based on the 96% of prevailing wages, but will apply to the total percentage package cost of benefits and any increase in the percentage of the outside labor rate above 96%.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Any non-base wage increase is a negotiable item subject to the limits provided within state law. • The County may continue to negotiate with any certified union for a non-base wage increase up to the Consumer Price Index (CPI) as provided to the County by the Wisconsin Employee Relations Committee.

2.02 PRO RATA BENEFITS

Locomotive Engineer (Zoo) (Seasonal), Horticulturist II (Seasonal), Horticulturist I (Seasonal), Golf Starter I (Seasonal), Golf Starter II (Seasonal), Park Worker I (Seasonal), Park Worker II (Seasonal), Park Worker III (Seasonal), Airport Grounds Worker (Seasonal), Heritage Farm Attendant (Seasonal), Zoo Worker I, Zoo Worker

II, Zoo Worker III, Zoo Worker IV, Zoo Worker V, Zoo Worker VI, Lifeguard (Seasonal), Assistant Head Lifeguard (Seasonal), Park Maintenance Worker I (Seasonal), Park Maintenance Worker II (Seasonal) who work 1040 or more hours per calendar year in one or more classifications as stated above shall accrue vacation, sick leave and personal days on a pro rata basis. At the end of calendar year 1980, and each year thereafter, such employees who work 1040 or more hours during calendar year 1980 and each year thereafter in one or more classifications as stated above shall be credited with accrued accounts based on the number of hours worked in the preceding year. Such accounts other than sick leave must be exhausted in the calendar year following that in which they were accrued. Sick leave shall accrue from year to year. Such employee shall not be laid off for the purpose of avoiding the accrual of pro rata benefits.

Action Recommended:	Amend M.C.G.O. 17.182 – Pro rata benefits – to allow for pro rata benefits for employees in the following classifications: Locomotive Engineer (Zoo) (Seasonal), Horticulturist II (Seasonal), Horticulturist I (Seasonal), Golf Starter I (Seasonal), Golf Starter II (Seasonal), Park Worker I (Seasonal), Park Worker II (Seasonal), Park Worker III (Seasonal), Airport Grounds Worker (Seasonal), Heritage Farm Attendant (Seasonal), Zoo Worker I, Zoo Worker II, Zoo Worker III, Zoo Worker IV, Zoo Worker V, Zoo Worker VI, Lifeguard (Seasonal), Assistant Head Lifeguard (Seasonal), Park Maintenance Worker I (Seasonal), Park Maintenance Worker II (Seasonal).
Impact of Recommendation:	None.

2.021 HOURLY EMPLOYEES

- (1) The term "hourly employees" shall mean employees who are assigned a work week of less than 20 hours per week.
- (2) Such employees shall be compensated in the same pay range as full-time employees in the same classification and shall be entitled to incremental advances in accordance with the provisions of Section 2.03 after satisfactory completion of 2,080 cumulative hours at each step.
- (3) Hourly employees who are initially hired on an emergency appointment shall achieve regular appointment status for hourly employment after completion of 500 cumulative hours worked in the same classification while on an emergency appointment.
- (4) Hourly employees shall accrue the following benefits on a pro-rata basis:
 VACATION, SICK LEAVE, HOLIDAYS, AND PERSONAL DAYS.

 UNIFORM ALLOWANCE will be granted after the hourly equivalent of one year of service is achieved. These employees are not covered by:

 Section 2.04 OVERTIME*

 Section 2.06 STANDBYPAY**

 Section 2.07 CALLIN PAY

Section 2.08 SHIFT DIFFERENTIAL

Section 2.13 TOOL ALLOWANCE

Section 2.14 AUTO ALLOWANCE

Section 2.16 CONTRIBUTION TO RETIREMENT SYSTEM

Section 2.17 EMPLOYEE'S RETIREMENT SYSTEM

Section 2.18 LIFE INSURANCE

Section 2.19 EMPLOYEE HEALTH INSURANCE

Section 2.192 DENTAL INSURANCE

Section 2.29 INJURY REPORTS***

Section 2.32 PROMOTION

Section 2.33 ADVANCEMENT IN CERTAIN CLASSIFICATIONS

Section 2.36 TRANSFER

Section 2.38 REALLOCATION/RETITLING

Section 3.14 CHANGES IN CLASSIFICATION

* Section 2.04, Overtime. Overtime will be paid to hourly employees pursuant to

Section 17.16(1) of the County General Ordinances that is, after more than 8 hours worked in a day or 40 hours worked in a week.

** Section 2.06, Standby Pay. Hourly employees in a standby pay status shall receive \$.60 per hour for all hours scheduled on standby duty as set forth in Section 2.06(1); however, if called in, the employee will not be entitled to any pay at an overtime rate unless the employee has worked more than 8 hours in a day or 40 hours in a week.

*** Section 2.29, Injury Reports. None of the provisions of this section shall apply to hourly employees, except they shall be made whole for any sick leave set forth in Section 27 2.29(4) of the Memorandum of Agreement.

- (5) Layoffs of hourly employees holding a regular appointment shall be made within classification and within the affected department and not on a Countywide basis, in the inverse order of total Countywide seniority.
- (6) Hourly employees on regular appointment who are on layoff shall be recalled to hourly vacancies in the classification held in inverse order of layoff
- (7) Hourly employees on a regular appointment whose application for regular full-time employment in the same classification has been made to the Department of Human Resources shall be considered by seniority for full-time vacancies in the following manner:

- (a) Hourly employees on a regular appointment in a classification which is part of a classification series designated with a Roman Numeral I or II shall have preference over persons on an established eligible list for full-time "I" vacancies in the same classification held by such hourly employee.
- (b) Current employees having regular appointments and filling full-time "I" positions which are part of a classification series and who are on the appropriate promotional eligible list shall have preference over hourly employees in the same classification for full-time "II" vacancies in the classification series.
- (c) After eligible full-time employees in (b) above have been promoted per Sections 2.32 of the Memorandum of Agreement, hourly employees on regular appointment holding "II" positions shall then be considered for full-time "II" vacancies.

When hourly employees are appointed full-time, they shall serve a trial period of 45 working days subject to the conditions set forth in Section 2.36(4)(c).

Hourly employees appointed to a full-time position in the same classification while on probation shall serve the balance of the probationary period in the full-time classification followed by a trial period of 45 working days, as noted above. Hourly employees appointed to full-time positions in a different classification shall serve a full probationary period in the new classification.

- (8) All other sections of this agreement shall apply to hourly employees unless the subject matter is specifically excluded from the coverage of any other section.
- (9) Such employees shall not be laid off for the purpose of avoiding the accrual of pro-rata benefits.
- (10) In no event shall an hourly employee, after being appointed to a full-time position, accrue, through a combination of pro-rata and full-time benefits, more benefits in one year than a full-time employee.

Action Recommended:	Amend M.C.G.O. 17.182 – Pro rata benefits – to allow for the accrual of benefits for hourly represented employees where no such provisions exist in the collective bargaining agreement. Also prohibit any employee receiving pro rata benefits and transferring to a position eligible for full-time benefits from accruing, through the combination of pro-rata and full-time benefits, more benefits in one-year than a full-time employee.
Impact of Recommendation:	M.C.G.O. 17.14(7)(bb) defines hourly employees as “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) hours per week.” Civil Service Rule 1, Section 1 also defines an hourly employee as “hourly employe or hourly appointments shall mean an employe who holds an appointment to a classification which is authorized by the county board in a total number of hours, not positions, to be filled by as many individuals as the department deems necessary.” <ul style="list-style-type: none"> o Hourly employees hired on an emergency appointment will only achieve regular

	<p>appointment status through competitive examination, not after 500 cumulative hours worked in the same classification while on emergency appointment.</p> <ul style="list-style-type: none"> Hourly employees will only be eligible for benefits in accordance with the current provisions of M.C.G.O.
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2.022 PART TIME EMPLOYEES

- (1) The term "Part-Time Employees" shall mean employees who are regularly scheduled 20 hours or more per week but less than forty (40) hours per week.

Action Recommended:	None. M.C.G.O. 17.14(2)(a) defines part-time employees as "Whenever necessary to maintain essential services, one (1) or more employees may be assigned to any full-time position on a part-time basis and, when performing part-time services, they shall be paid on an hourly basis determined by dividing the biweekly rate by eighty (80). The total of the designated workweek hours for the employees so assigned to any full-time position shall not exceed forty (40) hours."
Impact of Recommendation:	None.

2.03 SALARY INCREMENT

- (1) Increment advancement within established pay ranges shall be based on meritorious service at each rate for the period specified in the schedules adopted and established by the County Board. Such increments shall not be unreasonably withheld. If denied, the reason for such denial shall be given to the employee and the Union in writing.

Action Recommended:	None. M.C.G.O. 17.10(6) was created pursuant to File No. 11-221 which implemented a one-year step advancement freeze for employees represented by AFSME District Council 48 consistent with the 2010, 2011 and 2012 Adopted Budgets.
Impact of Recommendation:	<ul style="list-style-type: none"> Incumbents of a position represented by the AFSCME District Council 48 collective bargaining unit are subject to a one-year step advancement freeze as implemented pursuant to File No. 11-221 and the 2010 and 2011 Adopted Budgets.

2.04 OVERTIME

- (1) For the purpose of this Section, overtime shall be defined as hours credited in excess of 8 per day or 40 per week.

- (2) Employees who work authorized overtime shall have the option of accumulating compensatory time in lieu of cash. Such compensatory time may be liquidated in accordance with sec. 2.21(5) of this Agreement. If such compensatory time is not liquidated in accordance with Civil Service Rule VIII, sec. 3(2), the unliquidated balance shall be compensated in cash.
- (3) When overtime is worked, it shall be compensated at a rate 1-1/2 times the rate paid for such work when it is performed during non-overtime hours.
- (4) Overtime payment for Park employees will continue to be made in the combination of straight time and one-half the hourly rate in cash. For the purpose of the 2080-hour work year, however, all hours worked shall accrue at straight time. For the purpose of this paragraph, the annual work year shall begin on the first day of the last payroll period in March of each year.
- (5) The County agrees to study the utilization of alternative work schedules in County service. Before any such program is implemented, it shall be discussed with the President and Chief Steward of the appropriate affiliated Local. Recommendations made by the Union during the term of this Agreement shall be given due consideration.
- (6) Employees assigned to the 24-hour protective services or the runaway program shall be compensated for time spent in disposing of matters by phone from their home during standby period. Time spent in such a manner shall be properly recorded on the appropriate forms provided by the County for such purpose. Protective services and runaway program employees shall be compensated at the appropriate overtime rate.
- (7) Employees shall not normally be required to perform their normal duties during regularly scheduled lunch periods. If an employee's regularly scheduled lunch period is interrupted by a call to duty, such employee shall be compensated on an overtime basis for each 1/10th of an hour while engaged in such activity when such time worked results in more than 8 hours worked that date. The provisions of this paragraph shall not apply to employees scheduled for 8 consecutive hours.
- (8) Employees required to work a half-day on Saturday shall be permitted to work a full 40-hour week Monday through Friday and will be paid for Saturday work on an overtime basis where such work is in excess of 40 hours for the week.

Action Recommended:	None. M.C.G.O. 17.16 was amended pursuant to File No. 11-221 which implemented overtime changes for employees represented by AFSME District Council 48 consistent with the 2010 and 2011 Adopted Budgets.
Impact of Recommendation:	<ul style="list-style-type: none"> • Employees previously entitled to overtime pay for hours worked in excess of eight (8) hours per day will no longer be eligible for such overtime pay. Overtime pay will only be paid for hours worked (not credited) in excess of forty (40) hours per week. • For employees not FLSA-exempt, appointing authorities may approve payment, or the accrual of compensatory time, for overtime. This differs in that FLSA-exempt employees may no longer be able to accrue compensatory time if an appointing authority authorizes payment only. • Employees eligible for the accrual of compensatory time may accrue no more

	than two hundred forty (240) hours of compensatory time, unless permitted by the provisions of the Fair Labor Standards Act.
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2.05 OVERTIME ASSIGNMENTS

- (1) Both the County and the Union recognize that overtime arises out of the need to provide services as determined by the County. Overtime will not be used as a means of reducing staff or eliminating a shift.
- (2) In those departments where formal policies exist with respect to overtime assignments, such policies shall not be disturbed.
- (3) Except as provided in par. 2 above, overtime assignments shall be rotated in accordance with seniority among those employees in the appropriate classifications who are able to perform the work.
- (4) Lists shall be developed in each department showing those employees who wish to perform overtime. Such lists shall be used to fill overtime needs. In the event such lists are insufficient to provide adequate overtime coverage, employees shall be assigned on a rotating basis in the inverse order of seniority among those employees in the classification who are able to perform the work.
- (5) In the event it is necessary for involuntary overtime to be performed, no employee shall be required to perform such overtime more than once a month, until all other available employees in the same job classification who are able to perform the work have performed involuntary overtime.
- (6) In those departments where no overtime policy exists, the department head shall meet with the Union for the purpose of formulating an overtime policy which is mutually acceptable. Such discussions shall be carried on and any agreement reached shall be formalized in accordance with the procedures set forth in the Memorandum of Understanding titled "Collateral Agreements" dated August 20, 1973. (See Section 6.04).

Action Recommended:	All departments requiring the use of overtime shall maintain provisions regarding overtime in departmental work rules. Where such provisions currently do not exist, appointing authorities shall submit said provisions to the Director of Human Resources for review and approval.
Impact of Recommendation:	<ul style="list-style-type: none"> • The County maintains the right to formulate overtime policies which are consistent with applicable federal and state laws.

2.06 STANDBY PAY

- (1) Employees on standby pay shall receive 60 cents per hour for all hours scheduled on standby duty. If called in while on standby, the employee shall be paid a minimum of 4 hours pay at the overtime rate for work in one session and additional pay at the overtime rate for all work in excess of 4 hours in one session.
- (2) For purposes of this section, "standby" shall mean the employee, at the direction of the employer, is required to be available for work upon notice during a specified period of time. Failure of the employee

to respond when called shall be cause for forfeiture of standby pay and disciplinary action where the employee is unable to furnish acceptable justification for his/her failure to respond.

- (3) Standby shall not apply to any employee or group of employees who, as part of their regular duty assignment are expected, but not required, to be available for work at all times in emergency situations.

Action Recommended:	Amend M.C.G.O. 17.14(19) to provide standby pay to employees who at the direction of the employer, are required to be available for work upon notice during a specified period of time. An employee called in while on standby pay would be paid at straight time for a minimum of three (3) hours, unless the employee's hours worked exceed forty (40) hours in the week.
Impact of Recommendation:	<ul style="list-style-type: none"> • All employees not exempt from the Fair Labor Standards Act (FLSA) will be eligible for standby pay if they are required to be available for work upon notice during a specified period of time. • Employees will only receive the regular rate of pay for a minimum of three hours if called in while on standby unless such hours exceed 40 hours worked in the week, rather than a minimum of four hours at the overtime rate.

2.07 CALL IN PAY

- (1) An employee called in to work outside of the employee's regularly scheduled shift shall be credited with a minimum of 3 hours or the number of hours actually worked, whichever is greater.
- (2) Call in pay shall be paid at the rate of time and one-half for all call in outside of the regular shift when such hours worked are in excess of 8 per day or 40 per week.
- (3) Call in shall not apply to hours worked outside of an employee's regularly scheduled shift where the regular shift starting time is modified to meet emergency situations.
- (4) If an employee is called in one-half hour or less prior to starting time, the employee shall be paid for 8 hours if 7-1/2 hours are worked.

Action Recommended:	Amend M.C.G.O. 17.14 to provide for call-in pay.
Impact of Recommendation:	<ul style="list-style-type: none"> • All employees not exempt from the Fair Labor Standards Act (FLSA) will be eligible to receive call-in pay when called in to work outside of the employee's regularly scheduled shift. • Employees will only receive the regular rate of pay for a minimum of three hours if called in unless such hours exceed 40 hours worked in the week, rather than a minimum of three hours at the overtime rate.

2.08 SHIFT DIFFERENTIAL

All employees, except those specifically enumerated in sec. 17.14(6), C.G.O., where applicable, shall receive a shift differential of 40 cents per hour for all hours worked during shifts beginning at or after 2:30 p.m. and ending at or before 7:15 a.m.; and employees whose shifts do not begin or end as indicated above shall be paid 40 cents per hour for all hours worked between 6 p.m. and 7 a.m. Shift premium, when earned, shall be added to the employee's regular rate for purposes of determining overtime compensation.

Action Recommended:	Amend M.C.G.O. 17.14(6) to increase shift differential to 40 cents per hour from 35 cents per hour. Additionally, amend M.C.G.O. 17.14(6) so that the language reflects current practice.
Impact of Recommendation:	<ul style="list-style-type: none"> • Employees currently earning shift differential at \$0.35 per hour will earn an additional \$.05 per hour. • Shift differential will be paid in fractions of 1/10 hours worked rather than one-half. • Shift differential will be added to compensation pursuant to Fair Labor Standards Act (FLSA) rules when calculating overtime.

2.09 WEEKEND DIFFERENTIAL

- (1) Employees shall be paid a weekend differential of 40 cents per hour for all hours worked between 6:30 a.m. Saturday and 7:15 a.m. Monday, provided that no differential shall be paid for any hours beginning with the start of the first shift Monday.
- (2) Pharmacists shall be paid \$1.00 per hour for weekend shift differential.

Action Recommended:	Amend M.C.G.O. 17.165 to increase weekend shift differential to 40 cents per hour from 35 cents per hour.
Impact of Recommendation:	<ul style="list-style-type: none"> • Employees currently earning shift differential at \$0.35 per hour will earn an additional \$.05 per hour. • Weekend shift differential will be added to compensation pursuant to Fair Labor Standards Act (FLSA) rules when calculating overtime.

2.10 SCOPE OF JOB DUTIES

The County agrees that employees should be assigned job duties consistent with their classification. The general term "all other duties as may be assigned" which appears on the civil service examination announcement is intended to mean duties consistent with the classification and subject to the provisions of sec. 2.11 of this Agreement.

Action Recommended:	None. Pursuant to Civil Service Rules 1.5(4) whenever the duties permanently assigned to an individual appear to be inappropriate to the classification held by the individual, the appointing authority shall submit a request to the Director of Human Resources to conduct a study to determine appropriate classification and pay range. The submission
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	of such request shall conform with the Rules of the County Board of Supervisors.
Impact of Recommendation:	None.

2.11 TEMPORARY ASSIGNMENTS

- (1) Employees may be assigned to perform duties of a higher classification for which they are qualified for a **period not in excess of 45 working days**. When so assigned, the employee shall be paid as though promoted to the higher classification for all hours credited while in such assignment. However, **there shall be no temporary assignments to a higher classification if a position is permanently vacant**, except for seasonal positions. Employees on an established **eligible list** for the higher classification under the same appointing authority shall be given the temporary assignment before such assignment is given to any other employee provided that:
- (a) Such assignment is made in writing on the Temporary Assignment Form; provided, however, that the omission of such written assignment shall not bar a grievance requesting pay for work in the higher classification.
 - (b) Such employee works in the higher classification for not less than 3 consecutive scheduled working days. Paid time off shall not be included in the computation of the 3 consecutive scheduled working days but said days shall not be interrupted thereby, and
 - (c) Such employee performs the normal duties and assumes the responsibilities of the incumbent of that position during that period.
- (2) Employees who accrue compensatory time while on temporary assignment shall liquidate such time at the rate of pay of the classification to which assigned at the time of liquidation.
- (3) An employee's **bargaining unit seniority** shall be interrupted if the temporary assignment to a higher classification to a non-bargaining unit position exceeds 120 working days in a calendar year.

Action Recommended:	Amend M.C.G.O. 17.085 to apply to represented employees where no such provisions exist in a current collective bargaining agreement.
Impact of Recommendation:	<ul style="list-style-type: none"> • Temporary assignments to a higher classification will be limited to a period of ninety (90) days rather than forty-five (45) days. • Temporary assignments to a higher classification will be allowed for positions where there is a permanent vacancy. • Temporary assignments to a higher classification will no longer have to be filled first by an employee on an established eligible list. • An employee's bargaining unit seniority will no longer be interrupted if the temporary assignment to a higher classification to a non-bargaining position exceeds 120 working days in a calendar year. • Employees who accrue compensatory time while on a temporary assignment to a higher classification may only liquidate such time at their base rate of pay.

2.12 UNIFORM ALLOWANCE

(1) The County agrees to provide the full initial issue of required uniforms for Security Officer and House of Correction Officer at the time of regular appointment.

(2) Annual uniform allowance for employees who are required to wear and maintain uniforms shall be as follows:

Security Officer	\$200.00
House of Correction Officer	200.00
Histologic Technician	110.00

(3) All bargaining unit employees who are required to wear uniforms shall be paid a uniform allowance of \$110.00 after 6 months of service and after completion of each year of service, except as otherwise provided in this section.

(4) Welders, Forestry Workers II, Iron Workers, Forestry Supervisors and Iron Worker Supervisors shall be reimbursed up to \$70 per year for the purchase of specialized safety shoes. All Forestry Workers shall receive \$15 per year for rubber over boots.

(5) The clothing cleaning allowance paid to Forensic Investigators shall be \$150. Such payment shall be made in accordance with paragraph (6) below.

(6) The annual allowances to be paid on a monthly basis provided by this section shall be paid as of December 1st of each year for all months since the previous allowance was made provided that no new appointee shall receive this annual payment until December 1st following the completion of one year of service and then only for the number of months occurring since the completion of one year of service.

(7) Airport management will provide coveralls at no cost to the employees in the classification of Heating and Ventilating Mechanic I while working on the ducts.

(8) The County shall furnish a T-shirt to Children's Zoo Attendants.

Action Recommended:	Amend M.C.G.O. 17.14(10) to include provisions for uniform allowances in certain classifications, to provide that employees must furnish receipts in order to be reimbursed for clothing and cleaning allowances and for other changes that reflect current employment classifications.
Impact of Recommendation:	<ul style="list-style-type: none"> • All employees entitled to uniform reimbursement will be required to furnish a receipt to be eligible for reimbursement of uniform expenses.

2.13 TOOL ALLOWANCE

All employees in the following classifications shall receive a tool allowance of \$100 annually on the first pay period of each calendar year:

- Automotive & Equipment Mechanics
- Automotive & Equipment Body Repairer
- Automotive & Equipment Body Repairer In Charge
- Automotive & Equipment Mechanic Helper
- Automotive & Equipment Mechanic In Charge

Action Recommended:	Create M.C.G.O. 17.14(22) to provide a tool allowance for Automotive & Equipment Mechanic, Automotive & Equipment Service Tech and Automotive & Equipment Service Tech In-Charge.
Impact of Recommendation:	<ul style="list-style-type: none"> • Employees currently receiving tool allowances will continue to do so pursuant to the recommended ordinance change. • Employees will be required to furnish a receipt to obtain reimbursement.

2.14 AUTO ALLOWANCE

- (1) The County shall compensate employees for the use of their personal automobiles on County business when so directed by their supervisor. Such compensation shall be at the rate of 31 cents per mile for each mile traveled on County business and 20 cents per mile for each mile traveled by motorcycle on County business.
- (2) If either the Internal Revenue Service for tax purposes or the Federal Government for purposes of expense reimbursement of its own employees adopts a figure in excess of 31 cents per mile traveled by automobile or 20 cents per mile traveled by motorcycle, the County shall do likewise within 30 days of such adoption.

Action Recommended:	None. Employees will receive an auto allowance based on current administrative policies and procedures which are updated annually based on the Internal Revenue Service.
Impact of Recommendation:	None.

2.141 CORPORATE TRANSIT PASS PROGRAM

Upon implementation of the Corporate Transit Pass Program by Milwaukee County, Milwaukee County agrees to offer the program to the members of the Union. The program would be identical to the Milwaukee County Transit System Corporate Pass Program in which the cost of a weekly pass, \$10.50 per week is discounted 20% from an annual fee of \$1.25 (for 50 weeks) to \$420. The County, as the employer would pay \$240, or \$28 per

month, per employee toward the cost of the pass, while the employee would be charged \$180, or \$15 per month.

Action Recommended:	None. Current County practice is that all active employees participating in the Corporate Transit Pass Program pay ten dollars (\$10) per month, which is less than stated in the collective bargaining contract.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to modify the Corporate Transit Pass Program upon approval by the County Board and County Executive.

2.16 CONTRIBUTION TO RETIREMENT SYSTEM*

For all employees who are members of the Employees' Retirement System as of January 1, 1971, the County shall contribute a sum equal to 6% of such employee's earnings computed for pension purposed into such an account on behalf of each such employee. All such sums contributed, in addition to the contributions previously made by the employee, shall be credited to the employee's individual account and be subject to the provisions of the pension system as it relates to the payment of such sums to such employees upon separation from service. The provisions of this paragraph shall not apply to employees in the bargaining unit in the following classes who were not members of the Employees' Retirement System on or before the 12th day of December 1967, or whose date of hire is later than December 23, 1967:

- (a) Emergency Appointment, full time
- (b) Emergency Appointment, part time
- (c) Regular Appointment, seasonal
- (d) Temporary Appointment, seasonal
- (e) Emergency Appointment, seasonal

****Note: This translates into a 0% employee contribution***

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> M.C.G.O. has been updated to reflect the benefits applicable to members of AFSME District Council 48.

2.17 RETIREMENT BENEFITS

Upon retirement, an employee shall have the following options:

- (1) For employees hired on and after January 1, 1982, the provisions of Chapter 201.24, Employee Retirement System, shall be modified as follows:
 - (a) Final average salary means the average annual earnable compensation for the five consecutive years of service during which the employee's earnable compensation was the highest or, if he

should have less than five years of service, then his average annual earnable compensation during such period of service. An employee who meets the requirements for a normal pension shall receive an amount equal to 1-1/2% of his final average salary multiplied by the number of years of service. Effective December 22, 2002 (pay period one of 2003) final average salary means the three highest consecutive years of earnable compensation if he should have less than three years of service then his average annual earnable compensation during such period of service.

- (b) All pension service credit earned on and after January 1, 2001 shall be credited in an amount equal to 2% of the employee's final average salary. For each year of service credit earned after January 1, 2001, eight (8) years of service credit earned prior to January 1, 2001 shall be credited at 2% of the employee's final average salary. This provision shall not apply to a member of the Employee's Retirement System who became a member of the System on or after January 1, 1982 and as of January 1, 2001 is either eligible for a deferred vested pension benefit, or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit. Said credit shall be awarded on a daily basis.
 - (c) Any employee whose last period of continuous membership began on or after January 1, 1982, shall not be eligible for a deferred vested pension if his employment is terminated prior to his completion of five (5) years of service.
 - (d) Retention Incentive Bonus. Members of the System whose membership began prior to January 1, 1982, and as of January 1, 2001, are either actively employed or on an approved leave of absence, shall have their final average salary increased by a bonus of 7.5% for each year of pension service credit earned after January 1, 2001. Said bonus shall be credited on a daily basis and the maximum bonus which can be added to an eligible member's final average salary shall not exceed 25%. This provision shall not apply to a member of the Employee's Retirement System who became a member of the System prior to January 1, 1982, and as of January 1, 2001 is either eligible for a deferred vested benefit under 201.24 (4.5) or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit.
- (2) For all employees who are members of the Employees' Retirement System as of January 1, 1971, the County shall contribute a sum equal to 6% of each employee's earnings computed for pension purposes into such account on behalf of each such employee. All such sums contributed, in addition to the contributions previously made by the employee, shall be credited to the employee's individual account and be subject to the provisions of the pension system as it relates to the payment of such sums to such employees upon separation from service. The provisions of this paragraph shall not apply to employees in the bargaining unit in the following classes who were not members of the Employees' Retirement System on or before the 12th day of December 1967, or whose date of hire is later than December 23, 1967:
- (a) Emergency appointment, full time
 - (b) Emergency appointment, part time
 - (c) Regular appointment, seasonal

- (d) Temporary appointment, seasonal
 - (e) Emergency appointment, seasonal
- (3) For employees hired after October 30, 1987 overtime shall not be included in the computation of final average salary.
- (4) A member of the retirement system shall be eligible for an accidental disability pension pursuant to Milwaukee County Ordinances if their employment is terminated prior to their normal retirement age by reason of total and permanent incapacity for any duty as the natural and proximate result of an accident occurring at some definite time and place while in the actual performance of duty. The last payment shall be made, if disability ceases prior to their normal retirement date, the first day of the month in which the disability ceases. Disability shall be considered total and permanent if the Medical Board, after a medical examination of such member, shall certify that such member is mentally or physically incapacitated to perform any job that they are reasonably suited for by means of education, training, or experience. Disability must be as a result of such service accident and such incapacity is likely to be permanent. A member shall not be entitled to both accidental disability pension and ordinary disability pension. A member who meets the requirements for an accidental disability pension shall receive an amount computed in the same manner as a normal pension considering their earnable compensation and service prior to retirement but no less than 60% of their final average salary.
- (5) **Veteran Service Credit**
- Employees retiring on and after July 31, 1989 shall be entitled to pension service credit for military service under Section 201.24 II (10) of the Employees' Retirement System as amended by the County Board of Supervisors through File #85-583 (a), notwithstanding the effective date indicated in the amendment.
- (6) Members' who hold positions for which membership in the Employees' Retirement System is optional and opt for such membership, shall have pension service credit earned after January 1, 2001 credited at 2%. However, such service credit shall not result in a multiplier increase for service credit earned prior to January 1, 2001 nor shall such service credit qualify the member for a retention incentive bonus.
- (7) The earliest date of the pension service credit included in calculating a member's pension benefit, including optional membership, shall determine the overall pension benefit level.
- (8) **SICK ALLOWANCE BALANCE ON RETIREMENT**
- (a) Employees who became members of the Employees Retirement System prior to January 1, 1994 shall receive full payment for all accrued sick allowance hours earned before February 1, 2007 at the time the employee retires. Twenty-five percent (25%) of any remaining accrued sick allowance hours earned on and after February 1, 2007 shall be paid out at the employee's final hourly rate of pay. For calculation purposes, sick leave earned on and after February 1, 2007 shall be used prior to sick leave earned prior to February 1, 2007 for all hours of sick leave used prior to retirement. Such payment shall be made in a lump sum, and shall not be included in the calculation of the employee's final average salary for pension calculation purposes, nor shall pension service credit be granted in connection with the lump sum payment. The payment shall have no effect on the employee's retirement date. If permissible under IRS provisions, such

payment may, at the employee's request, be placed in a "back drop account" in the Employees Retirement System. The provisions of this section shall not apply to a member of the System who is eligible for a deferred retirement benefit under section 4.5 of 201.24 of the Employees' Retirement System.

- (b) Employees who became members of the Employees Retirement System on or after January 1, 1994 shall have the full value of their accrued sick allowance at the time of retirement (total hours accrued times the hourly rate at the time of retirement) credited toward the cost of health insurance after retirement. When the amount credited is exhausted, the employee or eligible beneficiary, may opt to continue his/her membership in the County Group Health Benefit Program upon payment of the full monthly cost. The provisions of this section shall not apply to a member of the system who is eligible for a deferred retirement benefit under section 4.5 of 201.24 of the Employees' Retirement System.

(9) BACK DROP PENSION BENEFIT

The provisions of this section shall apply to any employee whose application to retire is filed and effective after January 1, 2001; and whose last period of continuous membership in the Employee's Retirement System began before February 01, 2007; but shall not apply to any member of the Employee Retirement System who is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this provision apply to any employee whose membership in the Employees' Retirement System began on or after February 1, 2007. Upon retirement, an employee may opt for a "back drop" pension benefit as follows:

- (a) If the employee opts for a "back drop" pension benefit:

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

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

- (c) If the employee opts for a "back drop" pension benefit:

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

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

(d) The standard pension options shall be available to an employee who opts for a "back drop benefit", and the retention incentives incorporated into the pension benefit effective January 1, 2001 shall be included when calculating the "monthly drop benefit".

(10) Employees who became members of the retirement system on or 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.

(11) The following shall apply only to members of the Employees' Retirement System prior to January 1, 1994, and does not apply to employees who become members of the Employees' Retirement System on and after January 1, 1994:

Members who retire on and after January 1, 1994 shall be eligible for a normal pension when the age of the member when added to his/her years of service equals 75, but this provision shall not apply to any member eligible under 4.5 of Chapter 201, Employees' Retirement System of the County of Milwaukee.

Action Recommended:	Amend M.C.G.O. 201.24(2.8), 201.24(4.1), 201.24(5.1), 201.24(5.15) and 201.24(5.16) to incorporate provisions not previously incorporated.
Impact of Recommendation:	<ul style="list-style-type: none"> M.C.G.O. has been updated to reflect rule of 75 pension benefits applicable to members of AFSME District Council 48. These amendments incorporate final average salary provisions with respect to the inclusion of overtime, pension multiplier provisions, effective dates applicable to AFSCME members for the retention incentives and the elimination of the backdrop benefit.

2.18 LIFE INSURANCE

(1) The County shall provide basic Group Life Insurance coverage in accordance with Chapter 62 of the County Ordinances.

(2) (a) The amount of basic insurance coverage for each eligible employee shall be set annually on the basis of the rate for the position and step in the pay range, paid as of the first payroll period of the year in which revised salaries become effective and rounded to the next highest thousand dollars, provided however, that when the employee attains age 65 the coverage shall be reduced pursuant to the formula contained in Chapter 62.

(b) In the case of an employee becoming eligible during a calendar year, the rate paid at the date of eligibility shall determine the amount of the insurance.

(c) For an employee with an assigned work week less than 40 hours, the amount of the insurance shall be prorated.

(3) The County shall pay the full premium:

- (a) Effective 12/26/99, for the first \$25,000 of basic coverage for eligible employees.
 - (b) For basic coverage in full in case of a retirement for disability.
 - (c) After attainment of age 65 as provided in Chapter 62.
 - (d) While an employee is on an approved leave-of-absence for military service, but not to exceed a period of two years from date of entry into service.
- (4) The premium shall be shared by the County and the employee for basic coverage above the first \$25,000 pursuant to the formula contained in Chapter 62.
- (a) Through payroll deductions while the employee is employed by the County.
 - (b) In the event an employee who has exhausted accumulated sick leave is placed on a leave of absence without pay status on account of illness, the employee shall continue to pay the shared premium during such leave for a period not to exceed one 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 60 calendar days without absence for illness related to the original illness in order for a new 1-year limitation period to commence.
- (5) The employee shall pay the full premium for the full amount of the basic coverage when the employee is placed on a LOA with pay status for any reason other than as noted in 4(b) above.
- (6) When there are not sufficient earnings to permit deducting any premiums required by the employee, the insurance coverage shall lapse unless the employee shall make a direct payment of such premium to the County in a manner prescribed by the Department of Human Resources.
- (7) (a) Within the limits prescribed above, a person on retirement is eligible for basic life insurance coverage if covered by insurance at the time of retirement.
- (b) Employees selecting deferred retirement shall not be eligible to participate in the life insurance program.
- (c) Eligible retirees shall be covered by the same premium payment provisions covering eligible employees as noted above except that eligible employees hired on and after January 1, 1994 may upon retirement opt to continue their basic life insurance coverage as noted in (a) and (b) upon payment of the full monthly premium.
- (8) Employees will also be eligible to participate in the Optional Life Insurance Program provided in Section 62.08 of the General Ordinances of Milwaukee County.

The entire cost of this additional insurance shall be borne by the employee. Premium payment shall be made by way of payroll deduction except for periods of unpaid leave.

During such periods, in order to maintain coverage pending return to paid status, the employee shall make premium payments directly to the County in the manner prescribed by the Department of Human Resources.

Action Recommended:	None. Basic Group Life Insurance is provided to all employees pursuant to M.C.G.O. Chapter 62.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County maintains the right to modify basic Group Life Insurance as provided for in M.C.G.O. Chapter 62 upon approval by the County Board and County Executive.

2.19 EMPLOYEE HEALTH BENEFITS

Replaced by 2.191 effective March 1, 2007

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> M.C.G.O. has been updated to reflect the benefits applicable to members of AFSME District Council 48 pursuant to the 2012 Adopted Budget provisions.

2.191 EMPLOYEE HEALTH BENEFITS

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> M.C.G.O. has been updated to reflect the benefits applicable to members of AFSME District Council 48 pursuant to the 2012 Adopted Budget provisions.

2.192 DENTAL INSURANCE

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

Action Recommended:	None. Group dental benefits are offered to all employees pursuant to M.C.G.O Chapter 17.14(9).
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to modify group dental benefits currently offered to employees upon approval by the County Board and County Executive.

2.193 JOINT COMMITTEE ON HEALTH CARE COST CONTAINMENT

The County and the Union agree to establish a committee consisting of eight members, four appointed by the County, and four appointed by the Union to review County health insurance experience data, study methods of

cost control, and educate employees regarding health insurance utilization and health care. All health care cost containment measures shall be referred to this committee for its recommendations to the County Board's subcommittee on medical self-insurance. The County shall not implement any Health Care Cost Containment measure not contained in this agreement which are mandatory subjects of collective bargaining without the favorable recommendation of this committee.

Action Recommended:	Remove section
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to implement health care cost containment measures upon approval by the County Board and County Executive.

2.194 DEFERRED COMPENSATION

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

Action Recommended:	None. Current County practice allows any County employee to participate in the Deferred Compensation Program.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to modify the plan upon approval by the County Board and the County Executive.

2.20 VACATION

- (1) Effective January 1, 2002 employees shall receive annual leave with pay to serve as vacation in accordance with the following schedule, based upon years of continuous service as defined in sec. 17.17(1), C.G.O. After 1,040 hours of employment, 40 hours of leave shall be granted.

After 1 year	--	80 hours
After 5 years	--	120 hours
After 10 years	--	160 hours
After 15 years	--	200 hours
After 20 years	--	240 hours

- (2) The County agrees vacation periods shall be allowed in periods of less than one week duration. Vacation shall be pro-rated for employees with an assigned work week of less than 40 hours.
- (3) Whenever possible, vacations shall be granted at the time requested by the employee. Approval of vacation requests shall be based on bargaining unit seniority subject to existing practices which relate to wages, hours and conditions of employment.

Action Recommended:	Amend M.C.G.O. 17.17 to apply to all employees where no such provisions exist in a current collective bargaining agreement.
Impact of Recommendation:	<ul style="list-style-type: none"> • Represented employees maintain the same provision for vacation time as allowed pursuant to the collective bargaining agreement. • The approval of vacation requests by a represented employee will be based on rules provided for in departmental work rules, which shall include the provision to make every effort to approve requests based on County-wide seniority. • Pursuant to the recommended changes to M.C.G.O. 17.182 – Pro rata benefits – employees working 500 hours or more would be eligible to accrue vacation, sick leave, holiday time and personal days on a pro rata basis.

2.21 HOLIDAYS-PERSONAL HOURS

- (1) All regular full time employees hired on or before December 31, 1976, shall receive 24 hours leave per year known as personal hours in addition to earned leave by reason of vacation, accrued holidays and compensatory time.
- (2) Personal hours are in lieu of all election days which, effective January 3, 1971, are eliminated as holidays except for the election day which occurs in November of each even-numbered year. The even-numbered year November Election Day shall continue to serve as a holiday.
- (3) Regular full time employees hired on and after January 1, 1977, shall accrue personal hours during their first fractional calendar year of employment as follows:

Hours Accrued in Initial

Date of Hire	Fractional Calendar Year
On or before April 30	24 Hours
May 2 to August 31	16 Hours
September 1 and Thereafter	8 Hours

- (4) Personal hours may be taken at any time during the calendar year in which they are accrued in periods of not less than one-half hour, subject to the approval of the department head.

Supervisory personnel shall make every reasonable effort to allow employees to make use of personal hours as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.

- (5) Whenever possible requests to liquidate personal hours, holidays or compensatory time shall be granted subject to existing practices, which relate to wages, hours and conditions of employment. In case of conflict, the employee with the greater bargaining unit seniority shall be granted the hours off.
- (6) The following days of each year are holidays:

January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, November 11, the fourth Thursday in November, December 25, the day appointed by the Governor as Labor Day, and the day of holding general election in November of even numbered years.

- (7) Effective calendar year 2002, the fourth Friday in November shall be observed as a minor holiday.
- (8) A holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday, except in the 7-day service where the present system of accruing and exhausting holidays shall remain in effect.
- (9) Floating Holiday - Beginning in 1997, employees with an assigned work week of 40 hours who use no sick allowance and take no time without pay during the payroll year, shall receive eight hours of holiday time which may be used in accordance with Civil Service Rule VIII Section 3. Use of excused time, including excused time used for medical appointments or bereavement leave, shall not be considered as sick allowance under this section.

Action Recommended:	Amend M.C.G.O. 17.17 Vacations and Holidays to apply to all employees where no such provisions exist in a current collective bargaining agreement.
Impact of Recommendation:	<ul style="list-style-type: none"> • M.C.G.O 17.172 makes no provision for the use of personal time based on bargaining unit seniority. M.C.G.O. does provide that "Personal days may be liquidated in accordance with civil service rule VIII, section 3(2)(b) relating to liquidation of compensatory time, except that such days may be taken at any time during the calendar year. Supervisory personnel shall make every reasonable effort to allow employees to make use of personal days as employees see fit, it being understood that the purpose of such leave is to permit employees to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay."

2.22 SICK LEAVE

- (1) All employees who are compensated on a biweekly or annual basis and are required to work half time or more shall accrue leave of absence with pay for illness of 3.7 hours for each pay period, or a proportionate credit for employees who regularly work less than 40 hours per week; provided, however, that such credit shall be canceled for each pay period in which the employee is absent without pay for more than 3/8 of the required hours except absences due to disability in line of duty or leave for military service; and further provided that:
 - (a) Reasons for the absence and the good faith of the employee in taking such leave shall be supported by such reasonable evidence as may be required by the appointing authority including a physician's certificate, personal affidavit, or by other means; and
 - (b) That when the illness of an employee is such as may make it necessary to take leave of absence of more than 3 days, a statement shall be made to the appointing authority in writing from a licensed physician or from an authorized Christian Science practitioner, stating the period of time the employee was unable to work because of illness.

- (2) In addition to illness, excused time charged against sick leave may be taken for the purpose of enabling employees to receive non-emergency medical attention during duty hours. Such time may be allowed for scheduled appointments for any type of medical or dental care. Excused time charged against sick leave will be allowed for quarantine due to exposure to contagious diseases and critical illness in the immediate family of the employee when the employee's presence is required as determined by the attending physician. Immediate family is defined as husband, wife, child, brother, sister, parent or foster parent; it shall not be necessary that such person(s) shall have resided with the employee to come within such classification.

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

Excused time charged against sick leave for these purposes shall be limited to 3 hours per incident including travel between the employee's work site and the place of his/her appointment. Excused time charged against sick leave may not be used for disciplinary purposes.

Action Recommended:	None. Represented employees are entitled to the same sick leave provisions under M.C.G.O.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to modify the sick leave provisions under M.C.G.O. upon approval by the County Board and County Executive.

2.23 BEREAVEMENT LEAVE

- (1) Three days of leave with pay to be deducted from the employee's sick leave account may be allowed because of death in the immediate family whenever both death and funeral occur within Milwaukee County or its vicinity. Whenever either death or funeral occurs elsewhere, additional travel time may be allowed as leave with pay. Immediate family is defined as husband, wife, child, brother, sister, parent, or foster parent and it shall not be necessary that such person(s) shall have resided with the employee.
- (a) Where one day is authorized, it must be taken on the day of the funeral.
 - (b) Where more than one excused day is allowed, such days must be consecutive calendar days, one of which is the date of the funeral.
 - (c) Where travel time is allowed, one travel day must precede the funeral and one travel day must follow the funeral day.
 - (d) Scheduled off days shall be considered as part of the total funeral leave allowed when such off days fall within permissible bereavement leave days when such days are considered

consecutively. Scheduled vacation days falling within the bereavement period may be rescheduled for liquidation during the remainder of the year.

(2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time may be allowed as follows:

Up to 75 miles	None
Between 75 to 150 miles	1 Day
Over 150 miles	2 Days

(3) Any employee scheduled to work the night shift shall have the option of taking off the night before or night of the funeral.

Action Recommended:	None. Represented employees are entitled to the same bereavement leave provisions under M.C.G.O.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to modify the bereavement leave provisions of M.C.G.O. upon approval by the County Board and County Executive.

2.24 LEAVES OF ABSENCE WITHOUT PAY

- (1) Leaves of absence without pay not exceeding 30 calendar days shall be granted for good reason to any employee with the approval of their department head or designee. Such approval shall not be unreasonably withheld. Requests for such leaves shall be made by the employee as far as possible in advance of the date on which such leave is to begin. Employees shall be reinstated to their former positions upon return from leave.
- (2) Prior to the commencement of the leave of absence, the employee shall sign the leave of absence and be furnished with a signed approved copy thereof indicating the dates on which such leave begins and ends. In those cases where the employee is not on duty prior to the commencement of the leave, the leave of absence form shall be forwarded to him/her by certified mail for signature. The employee shall sign such form and return it to the department head for his/her approval, a signed copy of which shall be returned to the employee by certified mail.
- (3) In the event the employee is unable to return from such leave as scheduled, he/she shall notify his/her department head to that effect as soon as such circumstances come to his/her attention. The employee shall advise the department of the date on which he/she is expected to be able to return to work. However, no leave of absence without pay may exceed 30 days without the prior approval of the employee's department head.
- (4) Upon return, the employee shall provide evidence acceptable to his/her department head verifying the cause of his/her failure to return as scheduled. The acceptability of the employee's excuse shall be subject to the reasonable evaluation of the department head.

- (5) Failure to return from a leave of absence upon the expiration of such leave shall be grounds for discharge.
- (6) Leaves of absence without pay in excess of 30 days require the prior approval of the employee's department head. The department head's reasons for approval shall be in accordance with Civil Service Rules in effect on the effective date of this agreement.
- (7) The County agrees that employees who run for public office may or may not take a leave of absence without pay.
- (8) Employees returning from an approved leave of absence without pay for 1 year or less shall return to their former position from which the leave was granted. After an approved leave of absence without pay of 1 year or more, employees shall be returned to their former classification if a vacant position authorized to be filled exists. If not, the County will make every effort to place such employee in another vacant position authorized to be filled within the same classification in the County Service. If no such vacancy exists, the employee shall be placed on the layoff/recall list for that classification.
- (9) The parties shall adhere to the provisions of the Federal and State Family Medical Leave Acts.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Civil Service Rule VIII, Section 2 would become applicable to members of AFSME District Council 48; this section contains the same provisions as provided for in the collective bargaining agreement.

2.25 SENIORITY DEFINED

- (1) Employees appointed to a bargaining unit position after 1/1/84 shall have seniority based on the number of hours credited, excluding overtime but including temporary, emergency, seasonal and hourly employment or their assigned work week whichever is greater, not to exceed 80 hours per pay period, providing their appointment to a bargaining unit position has been continuous. Employees who have continuously held an appointment to a bargaining unit position since 1/1/84 shall have their county-wide seniority earned prior to 1/1/84 added to the number of hours credited, excluding overtime but including temporary, emergency, seasonal and hourly employment or their assigned work week whichever is greater, in a bargaining unit position since 1/1/84. Seasonal employees shall not exercise seniority per (3) below until seasonal employees achieve regular appointment to a full-time bargaining unit position.

Upon receiving a regular appointment to a full-time bargaining unit position employees will be given bargaining unit seniority for all hours credited in any classification in the bargaining unit if there is less than a three year and one day break between the termination of a seasonal, hourly, temporary or emergency appointment and the beginning of the regular appointment unless such employee's service was interrupted as noted in 2.25(2) (a) through (d). Employees with the same seniority hours shall be placed on the seniority list in numerical order based on the last 4 digits of the social security number with the highest number being the most senior.

Employees on leave of absence shall continue to accrue bargaining unit seniority during such leaves except as noted on 2.25(5).

- (2) Bargaining unit seniority shall be interrupted and shall be measured from the most recent date of hire under the following circumstances:
 - (a) An employee who resigns from a bargaining unit position and is not reinstated to a bargaining unit position within 30 days of the effective date of such resignation.
 - (b) An employee is discharged and is not reinstated to a bargaining unit position pursuant to an appeal of such discharge.
 - (c) Is laid off from a bargaining unit position for a period of three years and one day.
 - (d) Is terminated from any type of an appointment to a bargaining unit position for more than 30 days except in the case of seasonal, hourly, temporary, or emergency appointment as noted in (1) above.
- (3) Whenever it appears in this Agreement, the term "seniority" shall mean the right established as a result of an accumulation of County service in the bargaining unit to achieve preferential treatment over other bargaining unit employees competing for a specific adjustment relating to hours or conditions of employment.
- (4) Vacancies authorized to be filled in the bargaining unit shall be filled by bargaining unit employees before said vacancies are filled by any non-bargaining unit employee. Seniority shall begin from the date of the appointment to the bargaining unit position.
- (5) After the effective date of this Agreement, represented employees who receive a leave of absence to accept an emergency or temporary appointment to a non-bargaining unit position and return to the bargaining unit immediately upon termination of the leave shall not accrue bargaining unit seniority during such appointment.

Action Recommended:	Seniority will be determined as defined by CSR I, Section 1 (26).
Impact of Recommendation:	<ul style="list-style-type: none"> • Seniority is measured by an employee's continuous full time service with Milwaukee County including temporary, emergency and hourly employment.

2.26 WORK WEEK

In departments where there are different off days for employees in the same classification, the employee with the greater bargaining unit seniority consistent with 2.25 shall have first selection of scheduled days off when a vacancy occurs, except in those areas where off days are rotated.

Action Recommended:	All departments requiring different off days for employees in the same classification shall maintain provisions regarding scheduling in departmental work rules. Where such provisions currently do not exist or where such provisions do exist and may change, appointing authorities shall submit said provisions or changes to the Director of Human Resources.
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	Resources for review and approval.
Impact of Recommendation:	<ul style="list-style-type: none"> The operational needs of a department may take priority in scheduling.

2.27 SHIFT SELECTION

- (1) Vacancies shall be filled by the employee with the greatest bargaining unit seniority consistent with 2.25 having a request on file for said shift and/or hours.
- (2) Existing practices which relate to mandatory subjects of bargaining for selection of shifts and starting times shall remain in effect unless changed by collateral agreement.

Action Recommended:	All departments requiring different shifts for employees in the same classification shall maintain provisions regarding shift selection in departmental work rules. Where such provisions currently do not exist or where such provisions do exist and may change, appointing authorities shall submit said provisions or changes to the Director of Human Resources for review and approval.
Impact of Recommendation:	<ul style="list-style-type: none"> Management retains the right to set starting times pursuant to M.C.G.O 17.15(1) – Work Week – which states “The normal working day shall consist of a set number of hours per day, established by the appointing authority in each department, exclusive of the luncheon period. The normal workweek shall consist of a set number of day per week not to exceed five (5) established by the appointing authority in each department. The workday and workweek shall be in accordance with appropriate collective bargaining agreements and state and federal regulations.” The operational needs of a department may take priority in scheduling.

2.29 INJURY OR ILLNESS IN LINE OF DUTY

- (1) Definition
 - A. Chapter 102 of the Wisconsin State Statutes (Wisconsin Worker's Compensation Act) requires Milwaukee County to provide Worker's Compensation coverage for employees who are injured by accident, who develop an illness which arises out of and in the course of their employment or when the employee is performing services incidental to their employment. All full-time, part-time, temporary, hourly, and seasonal employees on the County payroll are eligible to receive Worker's Compensation benefits should they suffer an occupational injury/illness.
- (2) Responsibilities
 - A. Risk Management Section of the Department of Administration has the responsibility to develop and manage the County's Worker's Compensation Program and to maintain the records of the Worker's Compensation Program. The Risk Management Section shall prepare a bulletin listing in sequence the proper procedures to be followed by employees and departmental

administrators for reporting duty-incurred injuries and processing of claims and shall post such bulletin in conspicuous places in all County buildings where employees are assigned.

- B. Department of Human Resources has the responsibility to administer the Return To Work Program.
- C. Departments. The responsibilities of each department shall be as follows:
 - 1. Insure that all employees within their departments are aware of the procedures for reporting a Worker's Compensation claim.
 - 2. Complete the First Report of Injury (WC-12) and forward it to the Risk Management Section within 48 hours of any accident or claim for occupational injury or illness.
 - 3. If the employee loses time, send a copy of the employee's time card or complete Form 995 (Payroll) and attach to the WC-12.
 - 4. Forward all medical bills or other correspondence received from an employee, physician or medical care facility to the Risk Management Section.
 - 5. Notify Risk Management Section within 24 hours of an employee's first day back on the job.
 - 6. Cooperate with the Risk Management Section during investigation of claims and assist in other Worker's Compensation related programs which may be approved by the County Board from time to time.
 - 7. Notify the Risk Management Section immediately of any accidents resulting in catastrophic injuries or death.
- D. Supervisors. The responsibility of each supervisor shall be as follows:
 - 1. Direct employee to first aid immediately upon notice of injury to the employee. Provide injured with Injury Referral Slip.
 - 2. Forward, within 48 hours, all reports of occupational injury or illness to department personnel responsible for filing Worker's Compensation claims with the Risk Management Section.
 - 3. Complete the County Accident Loss Report within 24 hours and submit it to appropriate department personnel for forwarding to the Risk Management Section.
 - 4. Notify designated department personnel when an injured employee resumes work.
 - 5. Cooperate with the Risk Management Section during investigation of all claims and in implementing all Worker's Compensation related programs which may be approved by the County Board from time to time.
 - 6. Notify Department Head or their designees and the Risk Management Section immediately of any accidents resulting in catastrophic injuries or death.

E. Employees. The responsibility of each employee shall be as follows:

1. Report any job related accidents or injuries to their supervisor immediately.
2. Report any suspected occupational illness or potential injury causing condition to their supervisor immediately.
3. Cooperate with the Risk Management Section during their investigation of the claim. Initial investigation may include giving a recorded or written statement concerning the incident.

Failure to cooperate could cause a delay in determination of compensability.
4. Cooperate with the Risk Management Section during their continued handling of the claim, including supplying additional information as necessary and keeping scheduled medical evaluations.
5. Submit medical bills to Risk Management Section for processing.
6. Comply with the medical treatment plan as prescribed by the treating physician in accordance with Worker's Compensation Law.

(3) Choice of Practitioner

- A. Where the employer has notice of an injury and its relationship to the employment, the Department shall offer to the injured employee his or her choice of any physician, chiropractor, dentist, or podiatrist licensed to practice and practicing in the State for treatment of the injury. By mutual agreement the employee may have the choice of any qualified practitioner, not licensed in the State. In case of emergency, the Department may arrange for treatment without tendering a choice.

After the emergency has passed, the employee shall be given his or her choice of attending practitioner at the earliest opportunity. The employee has the right to a second choice of attending practitioner on notice to the Risk Management Section. Any further choice shall be by mutual agreement. Partners and clinics are deemed to be one practitioner. Treatment by a practitioner one referral from another practitioner is deemed to be treatment by one practitioner.

(4) Claim Adjudication

A. Reporting a Claim

1. All injuries must be reported to the immediate supervisor, who completes a Milwaukee County Accident Report and forwards it to the payroll clerk.
2. The payroll clerk shall notify the Department of Administration, Loss Prevention, by completing a First Report of Injury (WC-12).
3. The payroll clerk must send notification of the sick allowance balance to the Claims Supervisor.

4. The form must be mailed to the Claims Supervisor, DAS, Courthouse Room 308 within 24 hours of the accident or the reporting of a work related illness or injury.
5. Payroll clerk, supervisor or employing department will provide written authorization for the employee to seek treatment by completing an Injury Referral slip and giving it to the employee.

B. Claim Determination

1. The Claims Supervisor will review the WC-12 and Accident Report and perform any further investigation necessary to make a claim determination.
2. Employee and the Union will be notified in writing if the claim is denied.
3. In the event of a lost time injury, the payroll clerk will begin payment of injury pay to the employee (Code 29).
4. In the event of a questionable claim, the department will contact the Claims Supervisor, DAS.
5. In the event of a lost time injury whose duration is likely to be more than twenty-one calendar days (three working weeks), the Claims Supervisor will forward to the attending physician the Milwaukee County Physical Capabilities Form along with a cover letter. The payroll clerk will be advised by the Claims Supervisor to continue injury pay while the claim is awaiting this further investigation.
6. The Claims Supervisor will establish follow-up procedures which will enable him/her to track the Physical Capabilities Form so that the treating physician responds on a timely basis.
7. Upon receipt of a completed Physical Capabilities Form, the Claims Supervisor will forward a photocopy of the form to Human Resources to the attention of the Human Resources Analyst who is coordinating the Return To Work Program.

(5) Return To Work Program.

A. Job Modification

1. The Human Resources Analyst will review the Physical Capabilities Form to determine if the employee's job can be modified to accommodate any medically necessary work restrictions which were imposed by the treating physician.
2. The Human Resources Analyst will meet with the employee's immediate supervisor to review the Physical Capabilities Form and the employee's current job description. Some criteria to be considered are current job requirements, work environmental issues and tool modifications available and their cost benefit.
 - a. The Physical Capabilities Form will be reviewed with the Supervisor.

- b. A copy of the Temporary Modified Job Description will be mailed to the employee for his/her review.
 - c. Both forms will be reviewed over the phone or in person with the employee.
3. The Human Resources Analyst will complete a Temporary Modified Job Description.
 - a. A mutually agreed upon return to work date will be determined as described in points 1 & 2.
 - b. The employee will meet with the Human Resources Analyst within their first three days of returning to work to once again review and to sign the Temporary Modified Job Description to acknowledge receipt of same.
 - c. A photocopy will be provided to the employee, supervisor, Claims Supervisor, Local Union Chief Steward, and the attending physician.
 4. If the Human Resources Analyst finds that the job cannot be modified sufficiently to enable the County to meet the work restrictions, the employee will not be returned to work at this point in time.
 5. It is the responsibility of the Supervisor to monitor that the employee is not exceeding the restrictions as determined by the medical evaluation. The Supervisor should contact the Human Resources Analyst directly if any questions or concerns arise due to the job modifications.
 6. The supervisor cannot schedule the employee beyond the restricted hours as stated on the Physical Capabilities Form.

B. Monthly Status Review

1. The Human Resources Analyst will submit the Return To Work Monthly Review form to the employee's treating physician within 30 to 45 days after receipt of the initial Physical Capabilities Form and on an as needed basis thereafter.
2. Should the treating physician modify the restrictions, the employee's job description will be duly modified following the procedures outlined in Section 5A.3.
3. Once the end of the healing period has been established and it has been determined the employee can return to work without work restrictions, the employee would be required to perform all the duties of the original job description.
4. Once the end of the healing period has been established and the employee has permanent restrictions which prevent him/her from performing all the duties of their original job description, the temporary modified duty assignment will cease immediately.
5. The Human Resources Analyst assigned to the Return To Work Program will attempt to find alternative employment within Milwaukee County for such employee within the

guidelines of the current memorandum of agreement between Milwaukee County and Milwaukee District Council 48, AFSCME, AFL-CIO and its appropriate affiliated locals.

C. Compensation

1. While on the Return To Work Program, the employee will receive a combination of injury pay and regular pay for regularly scheduled hours up to 40 hours per week if restrictions on his/her hours of work are in place.
2. The Payroll Clerks should pay for all time worked at the employee's regular rate. The difference between regularly scheduled hours up to 40 hours and the total hours worked should be paid as injury pay (code 29).
3. The Payroll Clerks should contact the Claims Supervisor if any issues arise regarding restrictions, medical evaluations and hours of work.

(6) Reporting of Recurrent Injuries

- A. Employees who have sustained a recurrence of medical problems related to a prior occupational injury/illness must submit notification to the Risk Management Section.
- B. Departments must complete and submit the Resumption Form which should be sent promptly to the Risk Management Section for determination of compensability.
- C. Employees should return to the physician who treated them for their original occupational injury/illness. The physician should be requested to send a report to the Risk Management Section outlining the cause and nature of the current medical problem.
- D. The employee shall be notified in writing if it is determined that the problems do not appear to be related to a prior injury. If it is determined that a new injury has been sustained, the procedures outlined in (2) should be followed.

(7) Use of Line of Duty Lost Time

- A. When employees, except hourly and seasonal employees, covered by this agreement sustain injuries within the scope of their employment for which they are entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), they shall receive 80% of their base salary as "injury pay" instead of such worker's compensation benefits for the period of time they may be temporarily totally or temporarily partially disabled because of such injuries. Such injury pay shall not be granted for more than 2,080 hours for anyone compensable injury or recurrence thereof.
- B. If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the County will no longer require the 20% employee deduction from injury pay benefits provided for in 7A. of this Article, above.
- C. Eligibility for injury leave begins the day of the injury and expires after 2,080 total hours.

- D. Injury leave can be used for follow-up medical treatment after return to work.
- E. The 2,080 hour maximum applies to each compensable occurrence and any resumptions resulting from the same injury.
- F. Employees who are ineligible for injury pay or employees who have exhausted their injury leave benefits and have not been released to go back to work will be placed on direct Worker's Compensation payments in accordance with the Wisconsin Worker's Compensation Act. Direct pay temporary total compensation benefits are paid on a pay basis in conjunction with the County's payroll system, and are payable at the rate of two-thirds of an employee's average weekly wage at the time of the occupational accident/illness, up to the allowable State maximum.
- G. Employees ineligible for injury pay will be placed on direct Worker's Compensation payments in accordance with the Wisconsin Worker's Compensation Act.
- H. Failure to report an accident within 24 hours may result in a denial or delay in Compensation.

(8) Going Back To Work After Physician Release

- A. Full Duty. An injured employee must come back to work as soon as he/she is released to duty by the treating physician. When an independent medical examination results in a return to work decision and the treating physician disagrees, the benefits may be suspended by Risk Management. The employee has the option of returning to work or filing for a hearing before the State of Wisconsin, Department of Industry, Labor and Human Relations, Worker Compensation Division.

A medical release from the physician will be required of any employee that comes back to work. Supervisors shall not allow employees to come back to work without the proper release. In addition, an employee may not come back to work prior to the release date, unless they are returned under the procedures outlined in Section 5.

(9) Failure to Report Accidents

- A. Failure to report an accident, as required by the law, may jeopardize eligibility for Worker's Compensation benefits. Supervisors should ensure that all employee occupational injuries/illnesses are reported as soon as possible after the notice is received from the employee.

Supervisors should not attempt to decide whether an injury or illness is covered by Worker's Compensation. This responsibility rests with the Worker's Compensation Section.

(10) Claim Denials

- A. Worker's Compensation law states that in order to be eligible for Worker's Compensation benefits, an employee must prove that their injury or illness was caused by their employment.
- B. If the County determines that a claim did not arise out of and was not in the course of employment, a letter will be sent to the employee, the Department of Human Resources, the

State of Wisconsin and the employing department stating the reason for denial and appeal procedure as required by the Wisconsin Worker's Compensation Act.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> The Worker's Compensation program will continue to be administered pursuant to Chapter 102 of the Wisconsin State Statutes and pursuant to Milwaukee County Administrative Manual 8.10. Section 17.18(6) contains the "injury pay" provision and is applicable to all employees.

2.31 CERTIFICATION

Employees certified for regular appointment to positions from established eligible lists shall have the option of declining one such appointment without prejudice to their relative position on such list. However, any employee who rejects a second appointment, having been again certified from the same list, shall be removed from such list of eligibles.

Action Recommended:	None. Civil Service Rule IV, Section 4 contains the same provision.
Impact of Recommendation:	None.

2.32 PROMOTION

- (1) Merit and fitness affecting the ability of an employee to perform the duties of the office or position being equal, the more senior employee shall be appointed in accordance with 2.25(4). Whenever the most senior employee certified from the promotional eligible register is denied the appointment, the reason for denial shall be made known to him or her in writing by the appointing authority.
- (2) Employees who do not successfully complete their probationary period in the promotional position or who desire to return to their former classifications shall be permitted to return to the position from which they were promoted in the event such position remains vacant; and if such position has been filled, the County will make every reasonable effort to place such employee in another position within the classification from which he/she was promoted, or, if no such vacancy exists, to a position in a title and pay range lower than that from which he/she was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate reinstatement list.
- (3) When an employee does not successfully complete his/her promotional probation and is returned to his/her former position or a similar position in his/her former classification, he/she shall do so with full seniority and, whenever practicable, shall be returned in classification to the same shift and department.

Action Recommended:	None
Impact of Recommendation:	<ul style="list-style-type: none"> Most senior employee no longer will be required to be promoted. No right of return to former position within six months after promotion.

2.33 ADVANCEMENT IN CERTAIN CLASSIFICATIONS

- (1) Advancement of employees holding the present classification of Caseworker, Financial Assistance Worker, Housing Aide, Probation Officer, Draftsman (Civil Engineering) and Engineering Technician shall be accomplished in the following manner:

Advancement Formula

- (a) 1st step -- Date of hire
 - (b) 2nd step -- Pay period following completion of 12 months at 1st step and satisfactory job performance evaluation.
 - (c) 3rd step -- Pay period following completion of 12 months at 2nd step and satisfactory job performance evaluation.
 - (d) 4th step -- Pay period following completion of 90 days at 3rd step and satisfactory job performance evaluation.
 - (e) 5th step -- Pay period following completion of 12 months at 4th step and satisfactory job performance evaluation.
 - (f) 6th step -- Pay period following completion of 12 months at 5th step and satisfactory job performance evaluation.
 - (g) 7th step -- Pay period following completion of 12 months at 6th step and satisfactory job performance evaluation.
 - (h) 8th step -- (where applicable) -- Pay period following completion of 12 months at 7th step and satisfactory job performance evaluation.
- (2) Engineering Technicians possessing an Associate Degree in civil engineering technology are eligible for advancement from step 2 to step 4 in the pay period following the completion of 3 months of service and satisfactory job performance evaluation. Additional steps within the range shall be granted at the beginning of the pay period following completion of 12 months at each step and a satisfactory job performance evaluation.
- (3) Absent time to postpone anniversary date in accordance with present policy.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> ◦ Engineering Technician is the only classification which is a current County classification. Engineering Technicians would only be eligible for annual step increases based on the satisfactory completion of twelve months of employment.

2.34 EMPLOYEE PARKING

- (1) The County will eliminate any charge for parking to employees using County-owned or controlled parking lots, except the Courthouse Annex. The County shall make every reasonable effort to secure such lots against theft and vandalism in a manner consistent with location and type of facility.
- (2) The foregoing paragraph shall not apply to any County-owned or controlled lot available for use to the general public for which parking fees have been established.
- (3) The County and the Union will continue to meet to discuss methods of achieving adequate parking space.
- (4) Unit employees shall abide by metered or posted parking restrictions.

Action Recommended:	None. Current practice is to charge all employees for parking in County-owned or controlled lot available for use to the general public for which parking fees have been established. There is no charge for parking to employees using County-owned or controlled parking lots except the Courthouse Annex.
Impact of Recommendation:	<ul style="list-style-type: none"> • Milwaukee County reserves the right to establish parking fees in the future with the approval of the County Board and County Executive.

2.35 CAFETERIA HOURS

Every reasonable effort shall be made to enforce the "employee only" rule in the Department of Social Services cafeteria between the hours of 11:30 a.m. and 1 p.m.

Action Recommended:	None.
Impact of Recommendation:	None.

2.36 TRANSFER POLICY

- (1) For purposes of this section, transfer shall mean the relocation of an employee from one position to another within the same classification or to another classification in the identical pay range.
- (2) **TRANSFER PRIORITIES** When a job vacancy occurs, employees holding the same classification or a different classification in the identical pay range requesting a transfer shall be given consideration in filling the opening prior to the job being filled in any other manner. Intradepartmental requests shall have preference over interdepartmental requests to transfer. The County shall provide the Union with a monthly listing of approved vacancies.
- (3) **INTRADEPARTMENTAL TRANSFERS** Employees desiring a transfer from one departmental unit to another unit of the same appointing authority and within the same classification or a different

classification in the identical pay range shall indicate their desire to transfer on forms provided by the County. Such forms shall be prepared in duplicate, indicating the departmental unit to which a transfer is sought, with the original being filed with the appointing authority or his/her designee and the duplicate retained by the employee. If the employee desires to transfer to a different classification in the identical pay range, the Department of Human Resources shall approve the request only after verifying that he/she meets the minimum qualifications for that classification based upon the most recently updated job announcement. The appointing authority or his/her designee shall maintain a file of such transfer requests and will, when a vacancy occurs in a departmental unit, review the file to determine whether a request for transfer to a vacant position in that departmental unit has been made. When a vacancy occurs in a departmental unit, it shall be filled by the most senior qualified employee in the same departmental unit and classification who has a valid request for transfer on file, subject to the following conditions:

- (a) No employee shall be entitled to transfer more often than twice annually at his/her request.
- (b) Employees shall not be entitled to file a request for a transfer until they have completed their probationary period.
- (c) For purposes of this section, seniority shall be as defined in 2.25.
- (d) Any employee refusing a transfer, when offered, to a position for which he/she has filed a request shall have his/her request removed from the file.
- (e) The appropriate appointing authority of the departmental unit may defer the transfer of an employee until a replacement is found to fill his/her position; however, such transfer shall not be deferred for more than 20 working days.
- (f) Nothing herein contained shall limit the authority of the County to transfer employees within their job classification.
- (g) Whenever an employee is denied a transfer for cause, whether he/she be the only applicant or the most senior of several applicants, the reason for denial shall be made known to him/her by the supervisor who rejected the transfer request.

(4) INTERDEPARTMENTAL TRANSFERS

- (a) Employees desiring a transfer to a position in the same classification or to a different classification in the identical pay range but in a different department shall submit a request in writing to the Department of Human Resources, which shall maintain a master file by classification of all interdepartmental transfer requests. If the employee desires to transfer to a different classification in the identical pay range, the Department of Human Resources shall approve of the request only after verifying that he/she meets the minimum qualifications for that classification based upon the most recently updated job announcement. When a vacancy occurs in a department, the Director of the Department of Human Resources shall certify 10 names from the eligible list for that classification to the department head in accordance with sec. 63.05 of the Wisconsin Statutes, together with those on the transfer list in that classification.

- (b) Fitness being substantially equal, the most senior employee having a request on file shall be appointed to fill the vacancy. An employee seeking a transfer shall not be denied a transfer by the appointing authority in the department from which the employee is seeking a transfer.
 - (c) An employee transferring under this section shall have a 30-day trial period to determine ability to perform the job and his/her desirability to remain on the job. The position from which the employee transferred shall remain open for the complete 30-day trial period. If within the 30-day trial period, exclusive of any leaves of absence, the employee does not successfully complete the trial period or desires to return to his or her former position, he or she shall be permitted to do so.
 - (d) When an employee does not successfully complete his or her trial period and is returned to his or her former position or to another position in his or her classification, he or she shall do so with full seniority and whenever practicable shall be returned to the same shift.
 - (e) Whenever the most senior employee is denied a transfer or transferred employee does not successfully complete the trial period, the reason for denial or non-completion shall be made known to him or her in writing by the appointing authority.
- (5) **INVOLUNTARY TRANSFERS** When it becomes necessary that an employee be transferred from an area, section, or department, the least senior employee in the affected classification in the area, section or department, who has completed orientation, shall be transferred first. In no event shall orientation for the purposes of this paragraph extend beyond 8 weeks. An employee transferred by the County from an area, section, or department shall return to a position in the same classification in his/her original department when a vacancy occurs if he/she so requests. When two or more employees are transferred, the most senior employee shall return to his/her department and classification first, if he/she so requests. The County may transfer employees temporarily by seniority within classification from one department, which is overstaffed, to another department which is experiencing excessive work load which it cannot meet with its existing staffing.
- (6) **TRANSFER POLICY WITHIN PARK DISTRICTS**
- (a) If a vacancy occurs within a park area or service division, any employee in the proper classification within that area or service division may submit a written request to the region or service division supervisor requesting that he or she be reassigned to that vacancy. If the employee is fully qualified for such vacancy, he or she will be transferred to it and in the event that more than one employee requests the vacancy, seniority shall be used as a determining factor.
 - (b) If the transfer request is denied by the region or service division supervisor, the reason for such denial shall be made known to the employee in writing. Nothing in the above section shall preclude administrative transfers within an area or service division and such administrative transfers will have priority over transfer requests.
- (7) **TRANSFER POLICY WITHIN LOCAL 1055 JURISDICTION** Nothing in the above mentioned section shall preclude administrative transfers for disciplinary and/or domestic and potential physical harm of bargaining unit members. Such transfer shall have priority over other transfer requests.

Action Recommended:	Inter and Intra-departmental transfers will be in accordance with CSR VIII, Section 1., and in accordance with the transfer policy developed and maintained by Department of Human Resources.
Impact of Recommendation:	<ul style="list-style-type: none"> • The Department of Human Resources will no longer maintain a list of employees seeking transfers to other positions within the County. • Employees seeking a transfer may only apply for transfer during the time the position is posted for recruitment on the County's intranet site.

2.37 LAYOFF AND RECALL

- (1) When an employee is laid off he/she shall be placed on the layoff/recall list for the classification from which layoff occurred and shall have precedence for recall from the layoff/recall list for that classification in order of bargaining unit seniority for three years and one day from the date of the layoff. The Director of Human Resources shall make every reasonable effort to place employees who would be affected by a layoff into vacant positions.

LAYOFF OF REPRESENTED EMPLOYEES

The following procedure shall be followed for administration of layoffs:

- (a) Layoffs shall be made within classification on a county-wide basis in the inverse order of total bargaining unit seniority per section 2.25 of the Agreement.
- (b) Displace the least senior employee in the next lower class series provided that the employee being placed in the lower classification has the ability to do the work. For the purpose of this section, "class series" shall mean a number of classes of positions which are substantially similar as to the types of work involved and differ only in rank as determined by the importance of the duties and degree of responsibility involved and the amount of training and experience required. Such classes constitute a series and each is given a designation of rank by roman numerals, beginning with the lowest level as I, next level as II, etc., where classifications have different title code descriptions, they shall not be included within the same class series.
- (c) Employees who are displaced as the result of another employee exercising rights under the above procedure shall have the right to exercise their seniority under the same provisions. When displacing an employee in a lower classification, the affected employee's qualifications and placement in accordance with seniority shall be determined by the Director of Human Resources.
- (d) Employees laid off pursuant to (1)(a) and (b) shall have a right, until re-employed by, or offered re-employment with, Milwaukee County but not for more than three years and one day from the date of layoff, to be placed in a vacant comparable position in the County service. A comparable position is a position which is in the same or lower pay range and includes similar duties and responsibilities, as determined by the Director of Human Resources, such as: Medical Stenographer to Clerk Stenographer; Clerk Typist to Clerk; Dictating Machine Transcriber (Medical) to Dictating Machine Transcriber; Accountant I to Account Clerk II, etc.

When placed in a comparable position the employee shall not serve a new probationary period or assessment period and shall remain on the layoff/recall list for the classification from which layoff occurred for three years and one day from the date of layoff.

- (e) In the event the laid off employee is not placed in a comparable position as set forth in (1)(d) above he/she may be placed in another vacant position which is not comparable. This right shall continue until re-employed by, or offered re-employment with, Milwaukee County but not for more than three years and one day from the date of layoff. A non-comparable position is one in the same or a lower pay range with duties and responsibilities which are not similar to those of the position from which layoff occurred, but for which the employee is reasonably qualified by virtue of his/her training, education, and experience, as determined by the Director of Human Resources. When placed in a vacant non-comparable position the employee shall serve an assessment period consisting of the first 1,040 straight time hours worked in that classification. The failure of the employee to perform the duties of the position in an acceptable manner at any time during the assessment period, as determined by the appointing authority, shall result in the employee's separation without any right of appeal whatsoever. The employee may at any time during the assessment period resign from his/her non-comparable position. An employee separated, or who resigns from a non-comparable classification shall retain recall rights to his/her original classification as herein provided. Employees accepting such placement shall remain on the layoff/recall list for the classification from which they were laid off for three years and one day from the date of layoff. An employee may refuse to accept such placement and remain on the layoff/recall list for the classification from which he/she was laid off for three years and one day from the date of layoff.
 - (f) Effective January 1, 1983, the following job titles requiring Masters Degree in Social Work, or its equivalent, shall be treated as the same classification for layoff purposes, to wit: Children's Probation Officer, Medical Social Worker, Psychiatric Social Worker, Human Service Worker in pay range 24 who possess a Masters Degree, and Social Worker, Mental Health Emergency Service Clinician excluding RN's, Qualified Mental Retardation Professional (QMRP) excluding individuals who are not Social Workers; however, it is understood that, in those departments where a Masters Degree in Social Work is mandated by State or Federal law or regulation, the equivalent positions shall not be allowed to transfer nor assert their rights during a layoff to the MSW. Those exercising their rights to be placed in a QMRP position must meet the new qualifications as required by the State Administrative Code.
- (2) No employee shall be placed in a higher paying classification as the result of this procedure.
 - (3) Employees on emergency or temporary appointment in the affected classifications shall be terminated prior to the layoff of employees on regular appointment.
 - (4) Employees on layoff shall be recalled to vacancies in the classification from which layoff occurred in the inverse order of layoff.
 - (5) A laid off employee who is recalled to the classification from which layoff occurred shall no longer be eligible for placement in a comparable or non-comparable position. In the event a laid off employee refuses an offer to be recalled to the classification from which layoff occurred, he/she shall be removed

from the layoff/recall list for that classification and shall no longer be eligible for placement in a comparable or non-comparable position.

- (6) Except in emergencies the union shall receive two weeks notice of a layoff.

Action Recommended:	The layoff and recall of represented employees will be in accordance with CSR VIII, Section 4 & 5., and Section 8
Impact of Recommendation:	<ul style="list-style-type: none"> • CSR does not provide for the county-wide “bumping” of less senior employees in other departments, or “bumping” to a lower class position in a series. • CSR does not require the placement of displaced employees in comparable or non-comparable positions.

2.38 REALLOCATION/RETITLING

- (a) The wage rate for Ironworker, Ironworker Foreman and Laborers assigned to mixing mud shall be 92% of the outside rate implemented in the private sector. Blacksmith Welder shall be retitled to Ironworker.
- (b) 1. Effective December 24, 1989, the title of Caseworker, Social Worker, Children's Probation Officer, Probation Officer, Caseworker (DOL), Caseworker II (Court Liaison), Caseworker Bilingual (Spanish), Children's Probation Officer Bilingual (Spanish), Case Coordinator (Long Term Support), Case Coordinator (Mental Health), Case Coordinator (Alcoholism and Drug Services), Case Coordinator (Developmental Disabilities), Quality Control Coordinator (Developmental Disabilities), Quality Control Coordinator (Alcoholism and Drug Services), and Case Validator would be changed to Human Service Worker.
2. Each employee currently paid at pay range 24 shall continue to move through the range until reaching step 5, in addition to any general wage increases. As these positions become vacant, they shall be reallocated.

Action Recommended:	Direct the Director of Human Resources to reallocate the wage scale of positions in the classifications of Ironworker, Ironworker Supervisor to be the same as the Ironworker DPW and to create the wage scale of positions in the classification of Parks Maintenance Worker Mud Mixer.
Impact of Recommendation:	<ul style="list-style-type: none"> • The positions of Ironworker and Ironworker Supervisor may be reallocated to a lesser pay scale than they currently receive. Incumbents would maintain their current salary. • The position of Parks Maintenance Worker Mud Mixer may be allocated to a lesser pay scale based on the outcome of the review by the Director of Human Resources. Incumbents would maintain their current salary. • The positions described in collective bargaining agreement 2.38(b)(1) are not current classifications, indicating that these positions have been converted to Human Service Worker. Therefore this action will have no impact on those

	positions.
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2.39 JURY DUTY

- (1) If an employee is summoned for jury duty, they are to provide the documentation to their employer. Employees regular work schedule shall not be changed during the period of jury duty.
- (2) An employee will be paid for reporting to jury duty if it is on a regularly scheduled work day at their regular rate. They do not need to punch into work on the days that they have jury duty.
- (3) An employee should return to work if they are excused from jury duty for one or more days.
- (4) All fees received by employees on jury duty shall give them to the County Treasurer. Employee can only retain the fee on the days they report for jury duty if its during vacation, off days, personal days, or other unscheduled times.

Action Recommended:	None. Current practice is that all employees reporting for jury duty are paid at their base rate of pay unless the employee is attending during vacation, off days, personal days, or other unscheduled times. Fees should no longer be paid to eligible employees through the Treasurer’s Office for jury duty. An employee may only retain the fee on the days they report for jury duty if it is during vacation, off days, personal days, or other unscheduled times.
Impact of Recommendation:	None.

3.01 DEPARTMENTAL WORK RULES

- (1) The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules of the Civil Service Commission. The Union recognizes the exclusive right of the County to establish reasonable work rules. The County shall meet with the Union for the purpose of discussing the contemplated creation or modification of such rules which pertain to wages, hours and conditions of employment 10 days prior to implementation, except in emergency situations where no advance notification shall be required. In such situations, the County shall meet with the Union as soon as practicable following implementation.
- (2) Participation in such meetings shall be limited to Union representatives from the affiliated Local which represents the employees in the department under consideration.

Action Recommended:	Departments wishing to establish or modify current departmental work rules shall submit said provisions to the Director of Human Resources for review and approval.
Impact of Recommendation:	<ul style="list-style-type: none"> • The County reserves the right to operate and manage its affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the statutes of the State of Wisconsin, the ordinances and resolutions of the County and the

3.02 FULL TIME REPRESENTATIVE

Milwaukee County agrees to release three (3) full-time bargaining unit employees from their normal and customary duties and responsibilities in order to conduct the business of the union which relates to the wages, hours, and conditions of employment of represented employees regarding collective bargaining and contract administration pursuant to Section 111.70, Wisconsin statutes. The Director of Milwaukee District Council 48, AFSCME, shall annually notify in writing the Director of Labor Relations for Milwaukee County of the names of the three (3) employees that shall be released at Milwaukee County's expense from their normal and routine duties. The three (3) employees selected by the Director of Milwaukee District Council 48, AFSCME, to be released to conduct union business which relates to the wages, hours, and conditions of employment of represented employees regarding collective bargaining and contract administration pursuant to Section 111.70, Wisconsin statutes shall schedule, liquidate, and use their vacation, personal, compensatory, or holiday time in a manner that shall not result in any of these employees receiving overtime compensation. This agreement shall replace in its entirety any and all contractual provisions, agreements, or practices that relate to the previous three (3) full-time released bargaining unit employees who conduct union business at Milwaukee County's expense.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Bargaining unit employees will no longer be released from their normal and customary duties and responsibilities in order to conduct the business of the union which relates to the wages, hours, and conditions of employment of represented employees regarding collective bargaining and contract administration pursuant to Section 111.70, Wisconsin statutes. • Bargaining unit employees may use their own vacation, personal, compensatory or holiday time provided that such time is approved pursuant to departmental work rules.

3.03 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY MEETINGS

Authorized employees scheduled to attend County meetings such as the Safety Committee, Pension Board, Personnel Review Board, and County Board committee hearings shall be allowed to attend such meetings on County time at no loss of pay or benefits where the business of such meetings involves the wages, hours, or conditions of employment of represented employees. Employees attending such meetings which cause them to be absent from their work assignment shall notify supervision as far in advance as possible. (See Section 6.02).

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Bargaining unit employees not authorized by their appointing authority to attend County meetings may use their own vacation, personal, compensatory or holiday time provided that such time is approved pursuant to departmental

3.04 LEAVES OF ABSENCE FOR UNION BUSINESS

- (1) Employees may be granted leaves of absence without pay at the request of the Union and endorsed by the employee on the following terms and conditions:
- (a) Request for such leave shall be in writing and shall be submitted to the appropriate appointing authority. No such leave shall be taken without the consent of the appointing authority which consent shall not be unreasonably withheld.
 - (b) Except for leave of absence for periods of 10 days or less, not more than 3 employees shall be on such leave at one time, nor shall more than one employee from any single department be permitted to take such leave for more than 10 days.
 - (c) Employees on such leave shall be treated for payroll purposes as employees on leave without pay for any other reason, except when such leave is for 10 days or less the employee shall forfeit pay only equivalent to actual time lost and shall return to work as though his/her service had not been interrupted.
 - (d) Employees on such leave for periods in excess of 60 days shall give 15 days written notice of their intention to return to work.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Bargaining unit employees not authorized by their appointing authority or by the Director of Human Resources pursuant to Civil Service Rule VIII, Section 2 for a leave of absence without pay will no longer be entitled to a leave of absence without pay for union business.

3.05 BARGAINING TIME

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

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> ◦ Bargaining unit employees not authorized by their appointing authority to attend contract negotiations may use their own vacation, personal, compensatory or holiday time provided that such time is approved pursuant to departmental work rules.

3.06 UNION VOTES

Employees shall not leave their work stations to participate in Union referenda, such as contract ratification votes, unit determination votes, without the consent of management, which consent shall not be unreasonably withheld.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> Employees remain unable to leave their work stations to participate in Union referenda, such as contract ratification votes, unit determination votes, without the consent of management. Any consent granted by management shall be provided pursuant to departmental work rules.

3.07 SAFETY PROGRAM

- (1) The Union and the County mutually agree that employees' safety is of primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions. In order to reduce the incidence of duty-incurred injury in County service, the County and the Union shall establish a Safety Committee consisting of the following:
 - (a) Three representatives of the Union
 - (b) One management representative from each of the following departments.
 1. Department of Public Works
 2. Department of Parks, Recreation and Culture
 3. Departments and Institutions
 - (c) The Director of Risk Management and Insurance or designee, who shall serve as chairman.
- (2) The Union and the County shall select their representatives and each shall make such selections known to the other in writing. The Committee shall meet at the call of the Chair to formulate such rules as it considers appropriate to its mission. Thereafter, the Committee will function in accordance therewith. The Committee shall meet not less than once each month. Special meetings may be held at the call of the Chair or at the request of any member communicated to the Chairman. Members of the Committee attending such meetings or performing related activities at the direction of the Committee will not suffer loss of time or pay.
- (3) In each department a representative of the department head will make periodic area inspections, review employee injury reports and implement safety measures. The Committee shall have the authority to investigate specific safety problems and to make recommendations for their resolution to operating department supervisors. In the event that the operating department head rejects the Committee's recommendations, or having accepted them, fails in implementation, the Committee may bring such recommendations to the attention of the director of the department involved.

- (4) No individual member of the Committee, nor the Committee acting in concert, shall have the authority to interrupt working processes or to remove equipment from service except to the extent that such authority is vested in the Director of Risk Management and Insurance. It is assumed, however, that recommendations of a majority of the Committee are made in good faith and that the primary consideration in all matters before it is the safety of County personnel.
- (5) The County shall maintain an immunization record on all Mental Health Complex (MHC) employees with respect to the following communicable diseases.

Mumps

Chicken Pox

Measles

Rubella

Such information shall be obtained from all current employees and new hires. If a non-immune employee is exposed to one of these diseases off the work site, he/she shall expeditiously inform their immediate supervisor. In such instances management shall have the option of reassigning said employee or requiring the employee to liquidate accrued time off, which includes sick leave, during the period of contagion. If the employee is exposed to communicable diseases at his/her place of employment, management shall have the option of reassigning said employee or granting the employee a leave of absence with pay (not to be deducted from accrued off-time) for the period of contagion.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Milwaukee County will maintain a Safety Committee as provided for under the collective bargaining agreement. • Milwaukee County reserves the right to modify its current Safety Program, administered pursuant to the Administrative Manual 8.07.

3.08 SECURITY PROCEDURE

- (1) The Union and the County agree to discuss existing departmental procedures relating to threats against the security of persons or property and may suggest changes for the improvement thereof which are consistent with contemporary standards of search and evacuation.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Milwaukee County reserves the right to determine proper departmental procedures relating to the threats against the security of persons or property.

3.11 EMPLOYEE LISTS

- (1) The County will provide the following bargaining unit personnel payroll data to the Union on a computer tape supplied by the Union:

Department	Union Dues Deduction Amount
Employee No.	Health Insurance Code
Name	Dental Insurance Code
Address	Employee Status
City, State, Zip Code	Title Code Description
Date of Birth	Hourly Rate
Sex	Employee Class
Race	Termination Date
Union Type	Hire Date

(2) The Union agrees to pay the cost of developing the computer program to provide the data as outlined in (1) above. The Union will pay the cost of any on-going biweekly expense incurred for providing this data. The Union will only use the data provided for collective bargaining purposes with the County and will not authorize its use by any other agency or individual.

(3) The County will not be held liable for any action taken by any individual bargaining unit member against the Union or the County with respect to the payroll data provided to the Union. The Union will hold the County harmless for any claim made against the County by any individual bargaining unit member for providing this data to the Union.

(4) In the event of any litigation concerning this agreement, the Union will pay all costs and expenses, including attorney's fees, incurred by the County

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County may agree to provide employee lists as requested to the union. Depending on the volume of data requested, and pursuant to current practice with other open records requests, the County may charge a fee to provide such information.

3.12 EMPLOYEE LIABILITY

If the defendant in any action or special proceeding is a public officer or employee and is proceeded against as an individual because of acts committed while carrying out his/her duties as an officer or employee and the jury or the court finds that such defendant was acting within the scope of his/her employment, the judgment as to damages and costs entered against the officer or employee in excess of any insurance available to the officer or

employee shall be paid by the County of which the defendant is an officer or employee. Regardless of the results of the litigation, the governmental unit, if it does not provide legal counsel to the defendant officer or employee, shall pay reasonable attorney's fees and costs of defending the action, unless it is found by the court or jury that the defendant officer or employee did not act within the scope of employment. Failure by the officer or employee to give notice to his/her department head of action or special proceeding commenced against the defendant officer or employee from the County is a bar to recovery of reasonable attorney's fees and costs of defending the action. The attorney's fees and expenses shall not be recoverable if the County offers the officer or employee legal counsel and the offer is refused by the defendant officer or employee.

Action Recommended:	None.
Impact of Recommendation:	None.

3.13 BULLETIN BOARDS

- (1) The County shall provide bulletin boards for the Union's use and erect them in locations to be agreed upon for posting notices regarding Union affairs, restricted to the following:
 - (a) Notices of Union meetings;
 - (b) Notices of Union elections;
 - (c) Notices of Union appointments and results of Union elections;
 - (d) Notices of Union recreational and social events;
 - (e) Notices concerning bona fide Union activities such as cooperatives, credit unions and unemployment compensation information. Other notices concerning Union affairs which are not political or controversial in nature.
- (2) Upon written notice by the employer, the Union shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship.
- (3) The posting of any Union-authorized material which is in violation of this section shall be cause for the immediate removal of the bulletin boards and cancellation of bulletin board privileges.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • The collective bargaining unit may continue to post materials throughout County buildings in the same manner that departments and outside entities post materials on County property and pursuant to guidelines set by the manager of the facility.

3.14 CHANGES IN CLASSIFICATION

- (1) When, in the judgment of the Union, a position or group of positions in the bargaining unit are improperly classified or paid because of changes in the duties or responsibilities or changes in market conditions, the Union shall submit its recommendations for reclassification or wage reallocation in writing to the County, through its designee. All requests shall include information regarding the duties assigned to the position, a summary of the change in duties and the suggested classification. The County, through its designee shall review the duties assigned to the position as well as any other information provided and submit a recommendation to the Union as expeditiously as possible.
- (2) In the event the Union concurs with the recommendations of the County, through its designee, to reclassify or reallocate a position, the recommendation shall be included on a report distributed to all County Board Supervisors.
- (3) In the event the Union does not concur with the recommendations of the County, through its designee, both parties may request or provide such additional information as may clarify the appropriate classification or pay reallocation for the position. After reviewing the additional information, if both parties concur that a reclassification or pay reallocation is appropriate, the recommendation of the County, through its designee shall be included in a report distributed to all County Board Supervisors.
- (4) In the event the Union and the County, through its designee cannot agree on the appropriate classification or pay reallocation for an existing position, either party may appeal to the Personnel Committee within 30 days of receiving notice of the County, through its designee final recommendation. Both parties shall submit a written summary of the rationale for their opinion to the Personnel Committee as well as any other information deemed appropriate. The decision of the County on the Personnel Committee recommendation, subject to review by the County Executive, shall be final and if a change in classification or pay reallocation is approved, it shall be implemented the first day of the pay period following that in which a resolution adopted by the County Board has been approved by the County Executive.
- (5) The County, through its designee shall provide a monthly report to the Personnel Committee which lists all position reclassifications which the County, through its designee, intends to approve, along with a fiscal note for each with a copy to the Union not less than five (5) working days prior to said Personnel Committee Meeting. This report shall be distributed to all County Supervisors and placed on the Personnel Committee agenda for informational purposes. If a County Supervisor objects to the decision of the County, through its designee within seven working days of receiving this report, the reclassification or pay reallocation shall be held in abeyance until resolved by the County Board upon recommendation of the Personnel Committee, and subsequent County Executive action. If no County Supervisor objects, the reclassification or pay reallocation shall be implemented the first day of the first pay period following the meeting of the Personnel Committee and in compliance with collective bargaining agreements. In the event the County Board takes no action on a reclassification or pay reallocation, after receipt of a recommendation from the Personnel Committee, the reclassification or pay reallocation shall be implemented the first day of the first pay period following action by the County Executive or, in the event of a veto, final County Board action. The new rate of pay for the position(s) reclassified shall be effective 120 days from the date of request for reclassification or pay reallocation.
- (6) The County, through its designee, or the department head shall not be precluded from initiating a review of the classification or pay reallocation of any represented position if he/she feels such a review

is appropriate. In the event a classification is reallocated to a lower rate of pay, no incumbent at the time of reallocation of the classification shall have his/her pay range reduced while holding that classification.

Action Recommended:	Amend M.C.G.O. 17.055 to apply to all employees where no such provisions exist in a current collective bargaining agreement for reallocations. M.C.G.O. 17.05 currently applies to all employees for reclassifications and is the same procedure as provided for in the collective bargaining agreement.
Impact of Recommendation:	None.

3.141 CIVIL SERVICE RULES

Civil Service rules which pertain directly to wages, hours, and conditions of employment for the Milwaukee County Government effective February 19, 1987 and given to the union on June 2, 1987 shall apply to all bargaining unit employees except those noted as not applying in that document. The document dated February 19, 1987 shall be modified to incorporate Civil Service Rule IV, Section 2 adopted on March 2, 1987.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • The Civil Service Rules which pertain directly to wages, hours, and conditions of employment for Milwaukee County effective February 19, 1987 shall apply to all bargaining unit employees of AFSME District Council 48. • Civil Service Rule IV, Section 2 adopted on March 2, 1987 shall also apply to all bargaining unit employees of AFSME District Council 48

3.15 FAIR SHARE AGREEMENT

(1) Effective in accordance with the provisions of par. (4) of this section, and each pay period thereafter during the term of the current collective bargaining Agreement between the parties, and unless otherwise terminated as hereinafter provided, the employer shall deduct from the biweekly earnings of the employees specified herein an amount equal to such employees' proportionate share of the cost of the collective bargaining process and contract administration as measured by the amount of dues uniformly required of all members, and pay such amount to the treasurer of the certified bargaining representative of such employee within 10 days after such deduction is made, provided:

(a) Such deduction shall be made and forwarded to the treasurer of the certified bargaining representative from the biweekly earnings of all bargaining unit employees.

(b) That such deduction shall be made and forwarded to the treasurer of the certified bargaining representative from the biweekly earnings of new bargaining unit employees from first pay period earnings.

(c) In order to insure that any such deduction represents the proportionate share of each employee in the bargaining unit of the cost of collective bargaining and contract administration, and recognizing

that the dues of the constituent Locals of District Council 48, the only certified bargaining representative, vary from one Local to another, it is agreed as follows:

1. District Council 48 shall submit to the County a schedule of monthly dues uniformly levied by each of its constituent Locals, and its jurisdiction.
 2. Any increase in dues or fair share amounts to be deducted shall be certified by the Union at least 15 days before the start of the pay period the increased deduction is to be effected. Prior to implementation, the Local wishing to modify its dues structure shall consult with the Payroll Department Supervisor to ensure that the proposed modifications are compatible with current computer capacity.
- (2) There shall be no lockout of County employees. In the event that during the continuance of its recognition, District Council 48, its officers, agents or employees, or any of its members or members of its constituent Locals, acting individually or in concert with one another, engage in or encourage any Union-authorized strike or work stoppage against the County, including any of its departments and/or agencies, the deductions and payments of fair share contributions made in accordance with this agreement shall be terminated forthwith by the County. Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any employee who has not filed a voluntary dues checkoff card, nor shall any payment whatever be made to the Treasurer of District Council 48 on account of such fair share agreement.
- (3) In the case of an unauthorized strike, work stoppage, slowdown, or other interference with any phase of the County's operation by Union members, the County will notify the Union officials in writing of such occurrence. The Union shall, as promptly as possible, denounce the strike, work stoppage, slowdown or other interference with any phase of the County's operation and order its members to return to work. Good faith compliance with these requirements will stay the effect of par. (2). Failure on the part of the Union to immediately denounce the strike, work stoppage, slowdown or other interference with County operations, and/or to order its members back to work, shall constitute an admission on the Union's part that such strike, work stoppage, slowdown or other interference with County operations is authorized.
- (4) In the event the provisions of this fair share agreement are successfully challenged by any person affected thereby, and it is determined by an administrative body or a court of competent jurisdiction that the deductions made pursuant to the provisions hereof are in any manner in conflict with the rights of the challenging party as those rights are affected by Ch. 63, Wis. Stats., or other provisions of law applicable to public employment, which determination results in an order or judgment against Milwaukee County requiring that it repay to the challenging party and/or to any or all members of the class represented by such challenging party such sums as have been deducted from their earnings in accordance with the provisions hereof, the Union agrees to indemnify the County in full, including any and all costs or interest which may be a part of such order or judgment, for all sums for which the County has been determined to be liable.

In the event of any action brought challenging the provisions of this fair share agreement, or the right of the Union and the County to enter into such an agreement, after it is determined by an administrative body or a court of competent jurisdiction that deductions made pursuant to the provisions hereof are in any manner in conflict with the rights of the challenging party, all sums which the County has agreed to deduct from the earnings of the employees covered by the agreement and transmit to the Treasurer of

District Council 48, except sums deducted pursuant to voluntary checkoff cards on file with the employer, shall be placed in trust with First Bank Midland, Milwaukee Division, pending the ultimate disposition of such action. In the event the outcome of such action favors the continuance of the fair share agreement, the monies held in trust, together with the interest earned thereon shall be paid to the Union upon entry of judgment in such action.

- (5) The employer shall deduct from the employee's backpay earnings resulting from retroactive wage increases, dues or fair share amounts for the time period such deductions were suspended. If, however, there is insufficient backpay earnings to make the dues or fair share deductions, then the dues or fair share shall be deducted from the employee's future biweekly earnings. These deductions shall be made in accordance with provisions set forth in paragraph (1) of this section.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> Per Wisconsin State Statute, Milwaukee County is prohibited from deducting union dues or fair share amounts through County payroll.

3.16 VOLUNTARY POLITICAL CONTRIBUTIONS

The County shall, during each pay period during the term of this Agreement deduct from the biweekly earnings of employees in the bargaining unit the employees' voluntary political contribution and submit said deduction to DC-48 on a biweekly basis. Said political check form shall be as provided by DC-48 and in compliance with Federal Election requirements.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> Employees electing to make voluntary political contributions to the union will no longer be allowed to do so through the County payroll. Employees maintain the right to voluntarily contribute directly to the union.

3.17 CHILD CARE VOUCHER PROGRAM

A child care voucher system which is a salary reduction program for the purpose of paying work related child care costs via a voucher program shall be administered by a third party of County's choosing. The program shall be conducted in accordance with State and Federal regulations.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> The County reserves the right to establish or modify a Dependent Care Flexible Spending Account for employees.

3.171 FEDERAL CLEAN AIR ACT JOINT LABOR/MANAGEMENT COMMITTEE

The County and the Union recognize that one of the purposes of the Federal Clean Air Act is to reduce the number of vehicles used by employees to commute to and from work. Toward that end, the parties agree to establish a Joint Committee composed of six persons to evaluate cost effective methods of achieving compliance with the Act. The Director of Labor Relations shall appoint three representatives and the Executive Director of District Council 48 shall appoint three employee representatives to serve on the Committee.

Any recommendations of the Committee shall be approved by the County Executive and the County Board prior to implementation.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> The County reserves the right to implement policies relating to the Federal Clean Air Act.

3.18 CONSENT ORDER PROVISION

When provisions of the Memorandum of Agreement are in conflict with the Consent Order insofar as it remains valid and its provisions are clear, the provisions of the Consent Order entered into in U.S. District Court, Case No. 74-C-374 shall be followed.

The Union reserves any and all rights which it may have to seek clarification of the Consent Order or its dissolution in whole or in part. The Union shall not be contractually bound by any future modifications or clarifications of the Consent Order.

The County agrees, upon the Union's attempt to seek clarification, of any portion of the Consent Order, not to raise any procedural objection to the Union's attempts to reach the merits of such motion to clarify. The parties agree that the Union shall not seek any retroactive remedy as part of its attempt to clarify any portion of the Consent Order. The County further agrees that, upon request by the Union, the County shall move the Court to clarify any portion of the Consent Order, provided, however, that such request shall not be frivolous or made for the purpose of harassment. The Union agrees not to seek modification of the Consent Order other than clarification.

Milwaukee County agrees to hold the Union, et al harmless for all costs, damages and attorneys fees from claims resulting from Milwaukee County's administration of the Consent Decree. If a claim occurs the Union shall immediately notify the Department of Labor Relations in writing and support the County's intervention into defending such claim. The County shall not be responsible for any intentional misconduct on the part of the Union, et al.

If any portion of this provision is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any portion of this agreement is restrained, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such portion of the agreement and if the parties are unable to agree, the matter shall be resolved by arbitration before the permanent umpire who shall proceed in the manner prescribed in 4.02(8) of the labor agreement.

Action Recommended:	None.
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Impact of Recommendation:	None.
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3.19 LOCAL ADJUSTMENTS

LOCAL 594

- (1) Department of Social Services management and Locals 594 and 645 shall meet to continue a worker stress pilot program.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • The County reserves the right to establish or discontinue a worker stress program.

3.19 LOCAL ADJUSTMENTS

LOCAL 645

- (1) 4/40 & FLEX TIME PROGRAM AT MENTAL HEALTH COMPLEX - It is understood by the parties that if the 4/40 or flex time program causes staffing problems, management reserves the right to terminate said program after providing the union with a ten (10) day notice of cancellation.
- (2) The County agrees to establish a County-Union committee to investigate the possibility of several classifications in Local 645 working out of their homes.
- (3) PHARMACY POSITIONS

Based on market conditions for Pharmacy positions within Local 645 jurisdiction, Milwaukee County shall have the unilateral right to reallocate positions during the term of the Memorandum of Agreement.
- (4) Pharmacists shall be paid shift and weekend differential as follows: Second shift \$1.00, Third Shift \$2.00, Weekend Shift \$1.00.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • The County reserves the right to establish or to discontinue any 4/40 or flex time program at the Mental Health Complex as provided for under M.C.G.O. 17.14(3). • The County reserves the right to establish or modify any telecommuting options for employees. • The County no longer employs pharmacy positions.

3.19 LOCAL ADJUSTMENTS

LOCAL 882

- (1) Mower Mechanics shall receive \$50.00 per year as a tool allowance.
- (2) CAMD personnel who operate the rollback and wrecker shall receive \$0.50 per hour for all hours while operating the equipment.
- (3) No employees at the Zoo shall be on the annual work year. Zoo employees who work authorized overtime shall have the option of accumulating compensatory time in lieu of cash. The compensatory time, however, must be used within 13 pay periods. Employees who have accrued 90 hours of compensatory time shall be compensated in cash or additional compensatory time at the discretion of the department head. Once compensatory time or cash payment for overtime has been approved by the department head, such approval cannot be changed unless mutually agreed upon.

Action Recommended:	Amend M.C.G.O. 17.14 so that CAMD personnel operating rollback and wrecker equipment receive a differential of \$0.50 per hour for all hours spent operating the equipment.
Impact of Recommendation:	<ul style="list-style-type: none"> • Milwaukee County no longer has positions in the classifications of Mower Mechanic so there is no impact. • Milwaukee County Zoo employees holding positions authorized on a seasonal basis will receive time and one-half for all hours worked in excess of forty (40) hours per week, as amended pursuant to File No. 11-211.

3.19 LOCAL ADJUSTMENTS

LOCAL 1055

- (1) The parties (MHC) agree to reasonable flexibility in scheduling LPNs to allow for the completion of nursing degrees.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • The Mental Health Complex (MHC) no longer employs LPNs.

3.19 LOCAL ADJUSTMENTS

LOCAL 1656

- (1) The parties agree to waive the Michael Runge arbitration, umpire decision #946.
- (2) Uniforms required to be worn by Parks Department employees shall be furnished by the Parks Department. The uniforms shall be worn only on the work site but including to and from work and

maintained by the employee. Parks management will meet with the union regarding said uniforms in accordance with 3.01 of the Memorandum of Agreement.

- (3) Upon ratification of this agreement, no employees at the Zoo shall be on the annual work year. Zoo employees who work authorized overtime shall have the option of accumulating compensatory time in lieu of cash. The compensatory time, however, must be used within 13 pay periods. Employees who have accrued 90 hours of compensatory time shall be compensated in cash or additional compensatory time at the discretion of the department head. Once compensatory time or cash payment for overtime has been approved by the department head, such approval cannot be changed unless mutually agreed upon.

Action Recommended:	Amend M.C.G.O. 17.14(10) to provide that Parks Department employees required to wear uniforms shall be provided with such uniform furnished by the Department of Parks, Recreation and Culture.
Impact of Recommendation:	<ul style="list-style-type: none"> • The Michael Runge decision refers to positions in the Department of Parks, Recreation and Culture that are no longer current position classifications. • Milwaukee County Zoo employees holding positions authorized on a seasonal basis will receive time and one-half for all hours worked in excess of forty (40) hours per week, as amended pursuant to File No. 11-211.

4.01 RESOLUTION OF DISPUTES

The disputes between the parties arising out of the interpretation, application or enforcement of this Memorandum of Agreement, including employee grievances, shall be resolved in the manner set forth in the ensuing sections.

Action Recommended:	None.
Impact of Recommendation:	None.

4.02 GRIEVANCE PROCEDURE

The County recognizes the right of an employee to file a grievance, and will not discriminate against any employee for having exercised their rights under this section.

- (1) APPLICATION The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinances and rules which are matters processed under existing procedures. Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.
- (2) REPRESENTATIVES An employee may be represented at all steps in the procedure by not more than two Union representatives excluding the staff representative. Union representation shall be limited at all steps of the procedure to those persons officially identified as representatives of the Union or its

appropriate affiliated local. The Union shall maintain on file with the Department of Labor Relations a current list of officers and stewards.

- (3) **TIME OF HANDLING** Whenever possible, grievances will be handled during the regularly scheduled working hours of the parties involved. The County agrees to provide at least 24-hour written notice of the time and place of the hearing to the grievant and the Union.
- (4) **TIME LIMITATIONS** If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing (extension of grievance time limit form #4894). If any extension is not agreed upon by the parties within the time limits herein provided, or a reply to the grievance is not received within time limits provided herein, the grievance may be appealed directly to the next step of the procedure.
- (5) **SETTLEMENT OF GRIEVANCES** It is further agreed that the County and the Union shall make every reasonable effort to resolve employee grievances at the lowest possible level of the procedure. Any grievance shall be considered settled at the completion of any step in the procedure if all parties concerned are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- (6) **FORMS** There are 2 separate forms used in processing a grievance:
 - (a) Grievance Initiation Form;
 - (b) Grievance Disposition Form;

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

- (c) **Guidelines To Be Followed When Initiating A Written Grievance:**
 1. The employee alone or with his/her Union Representative shall cite the rule, regulation or contract provision that was alleged to have been violated at the first step of the grievance procedure.
 2. The employee alone or with his/her Union Representative shall in writing provide the appointing authority or person designated to hear grievances an explanation as to when, where, what, who, and why the employee believes that his/her contractual rights have allegedly been violated. The written Grievance Initiation Form shall contain the date or time that the employee alleges that his/her contractual rights have been violated.

3. The employee alone or with his/her Union Representative shall detail, in writing, the relief the employee is requesting.
4. If more space is required than is provided for on the Grievance Initiation Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.
5. The Grievance Initiation Form shall be prepared by the employee or with his/her Union Representative in a manner that is neat, clear, and discernible.
6. If the employee alone or with his/her Union Representative fails to follow Section 4.02(6)(c) 1,2,3,4, or 5, the employee's appointing authority or person designated to hear grievances may return the Grievance Initiation Form to the employee for corrections.
7. The guidelines outlined in 4.02(6)(c)1,2,3,4,5, and 6 are to clarify the grievance process. These guidelines shall not be used as a bar to the right of an employee to file a grievance.

These guidelines are to assist the employee, the Union and management in the resolution of grievances at their lowest level of the grievance procedure. It is understood by the parties that should a dispute arise as to the intent of this section, the Union and the Director of the Department of Labor Relations or his/her designee will meet to discuss the dispute and resolve it to the mutual satisfaction of both parties.

(7) STEPS IN THE PROCEDURE

(a) STEP 1

1. The employee alone or with his/her representative shall prepare the grievance in writing on the Grievance Initiation Form and shall present such form to the appointing authority or designee. The employee alone or with his/her Union Representative shall fill out the Grievance Initiation Form pursuant to section 4.02(6)(c)1,2,3,4,5,6 and 7 of this Memorandum of Agreement.
2. The person designated in the above paragraph, will schedule a hearing with the person(s) concerned and within fifteen (15) working days from date of service of the Grievance Initiation Form, the Hearing Officer shall inform the aggrieved employee and the Union in writing of his/her decision.
3. Those grievances which would become moot if unanswered before the expiration of the established time limits will be answered as soon as possible after the conclusion of the hearing.
4. The first step of the grievance procedure may be waived by mutual consent of the Union and the Director of Labor Relations. If the grievance is not resolved at Step 1 as provided, the Union shall appeal such grievance within forty-five (45) days from the date of the first step grievance disposition to Section 2.

(b) STEP 2

1. The Director of Labor Relations or his/her designee shall, attempt to resolve all grievances timely appealed to the second step. The Director of Labor Relations or his/her designee shall respond in writing to the Union within thirty (30) working days from the date of receipt by the Director of Labor Relations of the step 1 appeal.
2. In the event the Director of Labor Relations or his/her designee and the appropriate Union Representative mutually agree to a resolve of the dispute, it shall be reduced to writing and binding upon all parties and shall serve as a bar to further appeal.
3. Step 2 of the grievance procedure shall be limited to the Director of Labor Relations or his/her designee and the appropriate Local union representative and one of his/her designees, a Staff Representative and representatives of the appropriate appointing authority involved in each dispute. The number of representatives at any Step 2 hearing may be modified by mutual consent of the parties.

(c) STEP 3

1. If the grievance is not resolved at the second step as provided, the Union may appeal such grievance to the permanent arbitrator. Such appeal shall be in writing with notification to the Director of Labor Relations, or his/her designee, within 45 days of the second step hearing decision.
2. The Union shall, in writing, notify the Director of Labor Relations or his/her designee within forty-eight (48) hours prior to the arbitration hearing of the names of the employees the Union wishes to have released for the arbitration hearing. The release of said employees shall be subject to review by the Director of Labor Relations or his/her designee and shall be subject to mutual agreement both the Union and the Director of Labor Relations. The release of employees shall not be unreasonably withheld.

(8) HEARINGS

- (a) The arbitrator shall have the authority upon referral of a grievance to investigate such grievance in such manner as in his/her judgment will apprise him/her of all the facts and circumstances giving rise to such grievance to enable him/her to reach a decision. He/she shall have the authority to conduct hearings and to request the presence of witnesses. At such hearings, both the County and the Union may call witnesses to testify in their behalf. Either party may request that a transcript of the proceedings be made. Any expenses incurred for witness fees or for the cost of the reporter and the preparation of the transcript shall be borne by the party requesting the same, unless the parties by mutual agreement consent to share such cost. The fees of the permanent arbitrator shall be divided equally between the parties. The permanent arbitrator shall complete his/her investigation within a reasonable period of time and file his/her decision and the reasons there for in writing to the Director of Labor Relations and the Union. While such grievance is pending before the permanent arbitrator, the appropriate agency shall refrain from acting in any manner with respect to such grievance.

- (b) The filing of such grievance shall not stay the effectiveness of any rule, directive or order which gave rise to such grievance and any such rule, directive or order shall remain in full force and effect unless rescinded or modified as a result of the permanent arbitrator's decision.
- (c) Any time prior to the filing of the permanent arbitrator's decision, either party may petition the permanent arbitrator to reopen the record for the purpose of presenting additional evidence.

(9) INTERPRETATION OF THE MEMORANDUM OF AGREEMENT

Any disputes arising between the parties out of the interpretation of the provisions of this Memorandum of Agreement shall be discussed by the Union and the Director of Labor Relations. If such dispute cannot be resolved between the parties in this manner, either party shall have the right to refer the dispute to the permanent arbitrator, who shall proceed in the manner prescribed in subsection (8) above. The parties may stipulate to the issues submitted to the permanent arbitrator or shall present to the permanent arbitrator, either in writing or orally, their respective positions with regard to the issue in dispute. The permanent arbitrator shall be limited in his/her deliberations to the issues so defined. The decision of the permanent arbitrator shall be filed with the Union and the Director of Labor Relations.

(10) PERMANENT ARBITRATOR'S AUTHORITY

- (a) The permanent arbitrator in all proceedings outlined above shall neither add to, detract from nor modify the language of any civil service rule or resolution or ordinance of the Milwaukee County Board of Supervisors, nor revise any language of this Memorandum of Agreement. The permanent arbitrator shall confine himself/herself to the precise issue submitted to him/her.
- (b) If a dispute arises as to whether the issues referred to the permanent arbitrator is within his/her jurisdiction, the permanent arbitrator will have the authority to resolve that issue.

(11) FINAL AND BINDING The decision of the permanent arbitrator, when filed with the Director of Labor Relations and the Union, shall be binding on both parties.

(12) LIMITATIONS

- (a) No grievance shall be initiated after the expiration of 90 calendar days from the date of the grievable event, or the date on which the employee becomes aware, or should have become aware, that a grievable event occurred, whichever is later. This clause shall not limit retroactive payment of economic benefits for which it has been determined the County is liable nor would it prohibit a prospective adjustment of an ongoing situation.
- (b) Representation at hearings on group grievances shall be limited to 3 employees from among the group, except in those cases where the Union and the department involved agree that the circumstances of the grievance are such as would justify participation by a larger number. One employee of the group shall be designated as the grievant to whom the grievance disposition forms shall be forwarded.
- (c) At each successive step of the grievance procedure, the subject matter treated and the grievance disposition shall be limited to those issues arising out of the original grievance as filed.

- (d) No arbitration hearing shall be held after twelve (12) months from the date a grievance is appealed to arbitration for all grievances filed after the execution of this agreement. All grievances filed before the execution of this agreement shall not be subject to this provision, but shall be governed by the applicable memorandum of agreement provision in effect at the time the grievance was filed.

Action Recommended:	Approve recommended grievance procedure submitted as separate action item.
Impact of Recommendation:	See report.

4.03 ACCESS TO WORK LOCATIONS

- (1) Reasonable access to employee work locations shall be allowed to officers of recognized employee organizations and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of this Agreement. Such access shall be permitted under the following terms and conditions:
- (a) When an employee wishes to initiate a grievance or has been requested by another employee to represent such employee in the grievance process, he/she shall not leave his/her area of work assignment until he/she has notified supervision. Notification of participation in the grievance procedure shall be made as far in advance as possible. Every reasonable effort will be made to excuse such employee to permit Union representatives to meet with employees before the end of the shift.
 - (b) When leaving his/her area of work assignment to participate in the grievance procedure in another department, the employee shall report his/her presence to the person in charge of such other department to inform him/her of the purpose of his/her visit. He/she shall conclude his/her business as expeditiously as possible and in such manner as will not interfere with the normal operations of the department.
 - (c) Upon completion of his/her business, he/she will return to his/her assigned work area forthwith and shall notify supervision when he/she has done so.
- (2) Staff Representatives of recognized employee organizations who are not employees shall be governed by these procedures insofar as they are applicable.
- (3) Travel time, when required, shall be governed by the provisions of sec. 3.05 of this Agreement.
- (4) Employees engaged in Union business in accordance with the provisions of this section during working hours shall suffer no loss of pay or benefits.

Action Recommended:	None.
Impact of Recommendation:	None.

4.04 PERSONNEL FILES

- (1) Employees or their designee shall have the right to examine the employee's personnel file and related documents at reasonable times in the office where such files are maintained. Upon receipt of an employee's request to examine these documents, the appropriate department head shall arrange a time and place where such examination may be made. In the event the department maintains more than one file or set of documents on an individual employee, all such files shall be made available to the employee at the time and place designated by the department head in the office where the file is maintained.
- (2) Examinations of employee's files shall be conditioned upon the following:
 - (a) Neither the employee nor any person on his/her behalf shall remove the file or any of the documents contained herein from the office in which the inspection is conducted.
 - (b) Upon written request of the employee made upon forms furnished by the County, the department in which the employee's files are kept shall provide a photostatic copy or other reproduction of matters contained therein on the following conditions:
 1. The documents to be copied shall be specifically identified on the request form.
 2. Such documents shall be relevant to the purpose of the inspection which shall be stated on the request form.
 3. Such copies shall be made available to the employee or his/her designee within 48 hours from the time of the request. (c) Such inspection shall be conducted as expeditiously as possible and in a manner which does not interrupt the normal work flow of the department.
- (3) Any correspondence made in writing to the appropriate department head concerning matters contained in such file shall be made a part thereof.
- (4) Access to personnel files as stated above shall be limited to persons designated by the County to have access to the files. This is understood to exclude the public except as governed by Wisconsin statutory authority.
- (5) Notice of an employee's participation in the grievance procedure shall not be placed into their personnel file.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Access to personnel files is governed by Wis. Stats. 19.36(10) and 103.13.

4.05 SELECTION OF AND APPEALS TO UMPIRE – PROCEDURE

- (1) **SELECTION OF UMPIRE** To assist in the resolution of disputes arising under the terms of this Memorandum of Agreement and in order to provide an impartial forum to resolve such disputes, the parties agree to appoint an impartial umpire who shall act in each area of dispute as hereinafter provided.

Such umpire shall be selected by mutual agreement between the Union and the Personnel Committee of the County Board of Supervisors and shall be compensated for his/her services in a manner which is mutually satisfactory to the County, the Union, and the Umpire, He/she shall serve for a period of one year from the date of his/her appointment except that his/her term of office may be extended from time to time by mutual agreement of all parties.

In the event the parties are unable to agree upon the appointment of an impartial umpire, or in the event the agreed upon umpire becomes incapacitated or disqualifies himself/herself and is unable to continue to serve as such and the parties are unable to agree upon a mutually acceptable alternate, the parties shall petition the Wisconsin Employment Relations Commission for the appointment of an arbitrator in accordance with the Commission's procedures.

- (2) **APPEALS** If the grievance is not resolved at the second step, the Union (District Council 48 or its appropriate affiliated Local) or the County may refer such grievance to the Umpire. Copies of such referral shall be submitted to the Department of Labor Relations.

Action Recommended:	See recommended grievance procedure submitted as separate action item.
Impact of Recommendation:	<ul style="list-style-type: none"> • Appeals would no longer be referred to an umpire.

4.06 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S. 63.10, WIS. STATS.

- (1) In cases where an employee is suspended for a period of 10 days or less by his/her department head, pursuant to the provisions of sec. 63.10, Wis. Stats., the Union shall have the right to refer such disciplinary suspension to the permanent umpire who shall proceed in accordance with the provisions of sec. 4.02(8)(a). Such reference shall in all cases be made within 60 working days from the effective date of such suspension. The decision of the umpire shall be served upon the Department of Labor Relations and the Union. In such proceedings the provisions of sec. 4.02(8)(c) shall apply.
- (2) Where discipline is to be imposed because of tardiness, unexcused absence, or sleeping on duty, incidents of such conduct which occurred more than 12 months prior to the current incident shall not be taken into account in determining the severity of such discipline.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Represented employees will no longer be allowed to appeal a suspension of ten days or less pursuant to the recommended grievance procedure. • Work rules shall govern whether an incident which occurred more than 12 months prior to the current incident may be taken into account when determining the severity of any discipline.

4.07 REPRESENTATION AT DISCIPLINARY HEARINGS

- (1) At meetings called for the purpose of considering the imposition of discipline upon employees, the employee shall be entitled to Union representation but only at the administrative level at which suspension may be imposed or effectively recommended, that is, at the level of the appointing authority or his/her designee for such purposes.
- (2) It is understood and agreed that such right is conditioned upon the following:
- (a) At the hearing before the appointing authority or his/her designee for disciplinary purposes, the employee may be represented by Union officials equal to the number of management officials present at such hearing.
 - (b) These restrictions recognize that the purpose of Union representation at such hearings is to provide the employee with a spokesman to enable him/her to put his/her case before the appointing authority and, further, to apprise the Union of the facts upon which the decision of the appointing authority or his/her designee is made. These restrictions are in recognition of the further fact that, in accordance with other terms and conditions of this Agreement, the employee has recourse from the decision of the appointing authority or his/her designee to the permanent umpire

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Represented employees would be entitled to representation at step 2 and/or step 3 of the recommended grievance procedure by a representative of his/her choice pursuant to the recommended grievance procedure, as is granted under the collective bargaining agreement.

6.02 ATTENDANCE AT COUNTY MEETINGS

In accordance with section 3.03 authorized employees may attend certain County meetings.

The term authorized persons shall mean the Local Union President and/or their designee.

Persons attending such meetings should make an effort to have their items of business scheduled on the agenda so as to minimize the time away from their work assignment.

If attending such meetings causes absence from the work assignment, supervision must be notified as far in advance as possible.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Bargaining unit employees are no longer authorized through the collective bargaining agreement to attend County meetings during work hours. • Bargaining unit employees may use their own vacation, personal, compensatory or holiday time provided that such time is approved pursuant to departmental work rules.

6.04 COLLATERAL AGREEMENTS

This provision provides a method regarding the manner and extent of Union participation in resolving problems of an emergency nature which do not come under the provisions of the grievance procedure. We agree to summarize our conclusions in writing and reduce them to a Memorandum of Understanding. The conclusions were as follows:

1. District Council 48 Staff Representatives are not authorized to enter into final agreements with Milwaukee County on behalf of the Local unions they are servicing.
2. Agreements of this type will be entered into only by the President and Chief Steward of the Local or Locals involved.
 - (a) Where more than one Local is affected by the problem, the Presidents and Chief Stewards of all affected Locals must be included in the discussions.
 - (b) Any settlement of an issue affecting the wages, hours and working conditions of bargaining unit employees will not be signed by Local officers unless, and until, full authority to do so has been granted by their Locals.

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

- (c) Management and the Union will keep each other apprised of the names of officials and administrators who may be involved in the procedure outlined.
3. All present collateral agreements shall remain in effect for the life of this agreement except as otherwise provided in said agreements.
4. All collateral agreements shall be executed by the appropriate County official and authorized and signed by the Director of Labor Relations.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> • Collateral agreements are not permissible subjects of bargaining unless they cover base wage matters.

7.01 VIDEO DISPLAY EQUIPMENT

- (1) The County shall provide the following at all data and word processing work stations as it proceeds to replace equipment or remodel work stations, so that the expense would be absorbed in the normal course of County business.
 - (a) Chairs that are adjustable in height of the chair and height and angle of the back support.
 - (b) A document holder.
 - (c) The work station shall be designed to provide for independent adjustment of the keyboard height, screen height and screen position, if available in said equipment.
 - (d) The work area shall provide adequate space for the operator to move freely, arrange paper work and provide for communication to other office personnel.
 - (e) Where practicable the work station shall be designed to provide between 450 and 550 mm of viewing distance with a viewing angle of a range between 10-20 degrees.
 - (f) The operator shall be able to adjust the screen brightness and contrast on the video display terminal, if available in existing equipment.
 - (g) Where practicable the work station shall have direct sunlight shaded and operators shall be seated at right angles to any windows to avoid seating arrangements that have the operator facing the windows.
 - (h) Anti-glare screens shall be used on all terminals if said screens are available for the given equipment.
 - (i) Where practicable, non-fluorescent lighting shall be provided for each work station. All existing fluorescent lighting shall be modified to lessen or reduce glare.
 - (j) Grounding devices shall be used to reduce machine static build-up, and static build-up spray shall be available at all work stations.
- (2) All operators shall be trained, in accordance with the manufacturer's specifications and by authorized employees and trainers.
- (3) Upon request, the Union shall be given a copy of any and all manufacturer's specifications and training programs, except those limited by copyright laws.
- (4) All video display equipment shall be maintained by authorized service technicians. The video display terminals shall be cleaned regularly when management determines that cleaning is necessary.
- (5) The parties agree to meet in the future, at the request of either party, to discuss and address issues and/or problems which may arise after further use of video display equipment. The parties recognize that the introduction of video display equipment into the work areas is relatively new and, therefore, the need for on-going communication is essential.

Action Recommended:	None.
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Impact of Recommendation:	<ul style="list-style-type: none"> The County reserves the right to provide work stations with the equipment necessary for employees to properly complete their assignments.
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8.01 SUCCESSORS & ASSIGNS

In the event any institution, department or other County function is taken over by any other agency, the County will make every effort to insure that the successor agency hires affected employees and to adopt and maintain in force the present wages, hours and conditions of employment to which the affected employees are entitled under the existing bargaining agreement.

Action Recommended:	None.
Impact of Recommendation:	<ul style="list-style-type: none"> Milwaukee County reserves the right to request or impose contract provisions relating to the transfer of and treatment of current employees affected when a County function is taken over by another agency.

8.02 ENTIRE MEMORANDUM OF AGREEMENT

The foregoing constitutes the entire Memorandum of Agreement between the parties by which the parties intend to be bound and no verbal statement shall supersede any of its provisions. All existing ordinances, Civil Service Rules, and resolutions of the Milwaukee County Board of Supervisors affecting wages, hours and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this Agreement are in conflict with existing ordinances, resolutions, or rules of the Civil Service Commission, the provisions of the contract will prevail.

Action Recommended:	None.
Impact of Recommendation:	None. Section is standard contract language.

8.03 PRO RATA BENEFITS

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

Action Recommended:	None.
Impact of Recommendation:	None. Section is standard contract language.

Additional Changes:

17.176. Voluntary - time off without pay.

Employees are allowed to request voluntary time off without pay, subject to the approval of the director of human resources. The appropriate appointing authority may recommend that the director of human resources approve or deny such requests, based upon workload, staffing requirements, budgetary constraints and other factors which are pertinent to the respective department. Employees shall not lose any benefits as a result of taking a voluntary time off without pay, including postponement of salary increments, continuation of insurance benefits, seniority and accrual of holiday time, sick allowance and vacation. No employee shall be allowed to take more than one hundred sixty (160) voluntary hours without pay in a calendar year and the position may not be filled during the employee's absence. This section shall not apply to employees who are represented by collective bargaining units unless it is incorporated into the respective collective bargaining agreement.

Action Recommended:	Amend M.C.G.O 17.176 to apply to represented employees where no such provisions exist in a current collective bargaining agreement.
Impact of Recommendation:	<ul style="list-style-type: none"> • Represented employees where no such provisions exist in a current collective bargaining agreement will be eligible to utilize this provision of the M.C.G.O.

17.14(15) Salary reduction for the purpose of paying work-related dependent expenses with pre-tax dollars. Employees who are not represented by collective bargaining units shall be eligible to enroll in a salary reduction program for the purpose of paying work-related dependent care expenses with pre-tax dollars in accordance with federal and state regulations. Employees who are represented by a collective bargaining unit shall be eligible to take part in this program only if such participation is authorized in their collective bargaining agreement.

Action Recommended:	Amend M.C.G.O 17.14(15) to apply to represented employees where no such provisions exist in a current collective bargaining agreement.
Impact of Recommendation:	<ul style="list-style-type: none"> • Represented employees where no such provisions exist in a current collective bargaining agreement will be eligible to utilize this provision of the M.C.G.O.