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By Chairman Holloway

Journal,  
File No. 09-292

**A SUBSTITUTE RESOLUTION / ORDINANCE**

Changing the Department of Administrative Services Division of Labor Relations to a separate Department of Labor Relations.

WHEREAS, pursuant to Wisconsin State Statutes Section 111.70 (Municipal Employment Relations), Milwaukee County as an employer is required to collectively bargain employee wages and benefits with those employees who are represented by recognized collective bargaining units; and

WHEREAS, approximately eighty per cent of Milwaukee County's employee workforce is represented by one of eight collective bargaining units; and

WHEREAS, in 1968, the County Board adopted a resolution creating a division of Labor Relations (File No. 69-128) that was subsequently reorganized as the Department of Labor Relations through the adoption of Chapter 79 of the Milwaukee County Code of General Ordinances (File No. 72-184); and

WHEREAS, the resolution authorizing the creation of the Department of Labor Relations noted that "the Personnel Committee of the County Board of Supervisors shall continue to be responsible for personnel matters in accordance with Chapter 80 (Employment Relations)"; and

WHEREAS, although Section 80.03 of the Milwaukee County Code of General Ordinances (Employment Relations) clearly assigns the Committee on Personnel with the function of directing collective bargaining, placement of Labor Relations within the Department of Administrative Services has resulted in the County's labor negotiator receiving conflicting direction on negotiating strategy and other labor matters; and

WHEREAS, the field of municipal labor law continues to evolve, requiring extensive knowledge of negotiation procedures and labor law; and

WHEREAS, reorganizing the Division of Labor Relations as a separate Department as codified below does not alter the appointment or removal conditions for the Director of Labor Relations; now therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby amends Chapter 79 of the Milwaukee County Code of General Ordinances by adopting the following:

38 AN ORDINANCE

39  
40 The Milwaukee County Board of Supervisors ordains as follows:

41  
42 **SECTION 1.**

43 Chapter 79.01 of the Milwaukee County Code of General Ordinances, up to  
44 and including \_\_\_\_\_, is hereby amended as follows:

45 79.01. Created; director.

46 There is hereby created a " ~~division~~ department of labor relations" for the county  
47 ~~within the department of administrative services. The~~ departmental policies of  
48 ~~this section which~~ shall be subject to the ~~jurisdiction of the county executive and~~  
49 ~~the committee on personnel of the county board~~ provisions of Chapter 80 of  
50 these ordinances. ~~The division shall be under the administrative authority of the~~  
51 ~~director of the department of administrative services to provide administrative~~  
52 ~~support and back up, as well as managerial support on an as-needed basis. The~~  
53 ~~division~~ department shall be in the charge of an administrator designated as  
54 "director of labor relations" who shall be appointed by the county executive and  
55 whose appointment shall require confirmation by the county board. The director  
56 of labor relations may be dismissed at any time by the county executive with  
57 concurrence by the majority of the members of the county board, or by the  
58 county board with concurrence by the county executive. In the event the county  
59 executive vetoes an action by the county board dismissing the director, said veto  
60 can be overridden by a vote of two-thirds of the members-elect of the county  
61 board. The director shall be provided with an adequate number of staff assistants  
62 and such other personnel, as in the opinion of the county board, are required to  
63 carry out the functions and purposes of the ~~division~~ department. Such staff  
64 positions shall be appointed under the county's civil service system by the  
65 director of labor relations. The position of director and all other positions in the  
66 ~~division~~ department shall be compensated at a rate fixed by the county board.

67  
68 **SECTION 2.**

69 Chapter 79.02 of the Milwaukee County Code of General Ordinances, up to  
70 and including \_\_\_\_\_, is hereby amended as follows:

71  
72 79.02. Responsibilities of the director.

73 The director of labor relations shall be responsible for:

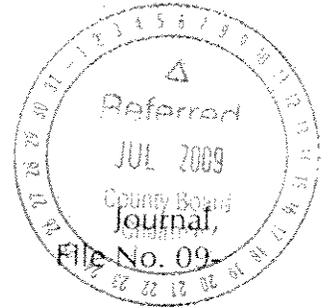
- 74 (1) The negotiation of all collective bargaining agreements with certified  
75 bargaining representatives of the employees of the county conducted along  
76 policy lines established by ~~the county executive and the committee on~~  
77 personnel pursuant to Chapter 80. The director of labor relations shall not  
78 agree, on behalf of the county, to any terms or provisions of a negotiated  
79 contract without prior direction and approval from the committee. Prior to  
80 drafting any tentative contract, the director of labor relations shall provide the

81 director of human resources and the director of employee benefits with a  
82 copy of the terms of the proposed agreement for review relative to  
83 administration of said proposal and shall provide the director of  
84 administrative services, fiscal and budget administrator and controller with a  
85 copy of the terms of the proposed agreement for preparation of a fiscal note  
86 relative to the proposed agreement. Such fiscal note shall include, at  
87 minimum, all assumptions used in developing the fiscal note including  
88 actuarial assumptions where appropriate, calculations, estimates, one-time  
89 costs and savings, ongoing costs and savings, annual incremental costs as  
90 well as cumulative costs and shall otherwise be prepared in accordance with  
91 established fiscal note policies and procedures. Subsequent to preparation of  
92 the fiscal note - and prior to the drafting of the tentative contract - a copy of  
93 the fiscal note shall be provided to the director of audits and county board  
94 staff for review.

- 95 (2) The administration of all collective agreements during their term. In order to  
96 discharge this responsibility, the county executive, when necessary, shall  
97 direct compliance by operating department heads with the provisions of such  
98 agreements.
- 99 (3) The establishment of labor relations training programs designed to improve  
100 the supervisory skills of supervisory employees in county service.
- 101 (4) The conduct, on behalf of the county, of all proceedings ordered by the state  
102 employment relations commission, the U.S. Department of Labor, the state  
103 department of industry, labor and human relations or, as provided for by  
104 contract, relative to certification and decertification of bargaining  
105 representatives, bargaining unit structure, employee disputes and grievances,  
106 and all administrative and judicial proceedings including mediation,  
107 factfinding, and arbitration relating to the negotiation or administration of  
108 existing or prospective collective agreements.

109  
110 **SECTION 3.**

111 The provisions of this Ordinance shall become effective upon passage and  
112 publication.



FILE NO. 09-292

1  
2 By Chairman Holloway  
3

4 A RESOLUTION

5 To transfer the Division of Labor Relations from the Department of Administrative  
6 Services to the Office of Corporation Counsel.

7 WHEREAS, pursuant to Wisconsin State Statutes Section 111.70 (Municipal  
8 Employment Relations), Milwaukee County as an employer is required to  
9 collectively bargain employee wages and benefits with those employees who are  
10 represented by recognized collective bargaining units; and

11 WHEREAS, approximately eighty per cent of Milwaukee County's  
12 employee workforce is represented by one of eight collective bargaining units;  
13 and

14 WHEREAS, in 1968, the County Board adopted a resolution creating a  
15 division of Labor Relations (File No. 69-128) that was subsequently recognized as  
16 the Department of Labor Relations through the adoption of Chapter 79 of the  
17 Milwaukee County Code of General Ordinances (File No. 72-184); and

18 WHEREAS, the resolution authorizing the creation of the Department of  
19 Labor Relations noted that "the Personnel Committee of the County Board of  
20 Supervisors shall continue to be responsible for personnel matters in accordance  
21 with Chapter 80 (Employment Relations)" and that the county negotiating staff  
22 shall include members of the staff of Corporation Counsel; and

23 WHEREAS, the Department of Labor Relations worked in collaboration and  
24 proximity with the Office of Corporation Counsel for many years until 2002 when  
25 Labor Relations was reassigned as a Division of the Department of Administration  
26 renamed the Department of Administrative Services; and

27 WHEREAS, although Section 80.03 of the Milwaukee County Code of  
28 General Ordinances (Employment Relations) clearly assigns the Committee on  
29 Personnel with the function of directing collective bargaining, placement of Labor  
30 Relations within the Department of Administrative Services has resulted in the  
31 County's labor negotiator receiving conflicting direction on negotiating strategy  
32 and other labor matters; and

33 WHEREAS, the field of municipal labor law continues to evolve, requiring  
34 extensive knowledge of negotiation procedures and labor law; and

35 WHEREAS, transferring the Division of Labor Relations and its staff to the  
36 Office of Corporation Counsel offers several strategic advantages for Milwaukee  
37 County, including:

- 38 • Ready access to in-house counsel of general and specific expertise  
39 in matters related to County government, personnel issues, and  
40 municipal labor relations law,
- 41 • Interpretation and administration of collective bargaining  
42 agreements,
- 43 • Administrative and operational support and resources,
- 44 • Co-location of compatible business functions, and alignment of  
45 director-level administrators who share appointment and removal  
46 conditions; and

47 WHEREAS, transferring the Division of Labor Relations into the Office of  
48 Corporation Counsel as codified below does not alter the appointment or removal  
49 conditions for the Director of Labor Relations; now therefore,

50 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
51 amends Chapter 79 of the Milwaukee County Code of General Ordinances by  
52 adopting the following:

53  
54 AN ORDINANCE

55  
56 The Milwaukee County Board of Supervisors ordains as follows:

57  
58 **SECTION 1.**

59 Chapter 79.01 of the Milwaukee County Code of General Ordinances, up to  
60 and including \_\_\_\_\_, is hereby amended as follows:

61 79.01. Created; director.

62 There is hereby created a "division of labor relations" for the county within the  
63 ~~department of administrative services~~ office of Corporation Counsel. The  
64 departmental policies of this section shall be subject to the ~~jurisdiction of the~~  
65 ~~county executive and the committee on personnel of the county board~~  
66 provisions of Chapter 80 of these ordinances. The division shall be under the  
67 administrative authority of the ~~director of the department of administrative~~  
68 ~~services~~ Corporation Counsel to provide administrative support and back up, as  
69 well as managerial support on an as-needed basis. The division shall be in  
70 charge of an administrator designated as "director of labor relations" who shall  
71 be appointed by the county executive and whose appointment shall require  
72 confirmation by the county board. The director of labor relations may be  
73 dismissed at any time by the county executive with concurrence by the majority

74 of the members of the county board, or by the county board with concurrence  
75 by the county executive. In the event the county executive vetoes an action by  
76 the county board dismissing the director, said veto can be overridden by a vote  
77 of two-thirds of the members-elect of the county board. The director shall be  
78 provided with an adequate number of staff assistants and such other personnel,  
79 as in the opinion of the county board, are required to carry out the functions and  
80 purposes of the division. Such staff positions shall be appointed under the  
81 county's civil service system by the director of labor relations. The position of  
82 director and all other positions in the division shall be compensated at a rate  
83 fixed by the county board.

84

## 85 SECTION 2.

86 Chapter 79.02 of the Milwaukee County Code of General Ordinances, up to  
87 and including \_\_\_\_\_, is hereby amended as follows:

88

### 89 79.02. Responsibilities of the director.

90 The director of labor relations shall be responsible for:

- 91 (1) The negotiation of all collective bargaining agreements with certified  
92 bargaining representatives of the employees of the county conducted along  
93 policy lines established by ~~the county executive and the committee on~~  
94 personnel pursuant to Chapter 80. The director of labor relations shall not  
95 agree, on behalf of the county, to any terms or provisions of a negotiated  
96 contract without prior direction and approval from the committee. Prior to  
97 drafting any tentative contract, the director of labor relations shall provide the  
98 director of human resources and the director of employee benefits with a  
99 copy of the terms of the proposed agreement for review relative to  
100 administration of said proposal and shall provide the director of  
101 administrative services, fiscal and budget administrator and controller with a  
102 copy of the terms of the proposed agreement for preparation of a fiscal note  
103 relative to the proposed agreement. Such fiscal note shall include, at  
104 minimum, all assumptions used in developing the fiscal note including  
105 actuarial assumptions where appropriate, calculations, estimates, one-time  
106 costs and savings, ongoing costs and savings, annual incremental costs as  
107 well as cumulative costs and shall otherwise be prepared in accordance with  
108 established fiscal note policies and procedures. Subsequent to preparation of  
109 the fiscal note - and prior to the drafting of the tentative contract - a copy of  
110 the fiscal note shall be provided to the director of audits and county board  
111 staff for review.
- 112 (2) The administration of all collective agreements during their term. In order to  
113 discharge this responsibility, the county executive, when necessary, shall  
114 direct compliance by operating department heads with the provisions of such  
115 agreements.
- 116 (3) The establishment of labor relations training programs designed to improve  
117 the supervisory skills of supervisory employees in county service.

118 (4) The conduct, on behalf of the county, of all proceedings ordered by the state  
119 employment relations commission, the U.S. Department of Labor, the state  
120 department of industry, labor and human relations or, as provided for by  
121 contract, relative to certification and decertification of bargaining  
122 representatives, bargaining unit structure, employee disputes and grievances,  
123 and all administrative and judicial proceedings including mediation,  
124 factfinding, and arbitration relating to the negotiation or administration of  
125 existing or prospective collective agreements.  
126

127 **SECTION 3.**

128 Chapter 79.03, 79.04 and 79.05 of the Milwaukee County Code of General  
129 Ordinances, up to and including \_\_\_\_\_, are hereby amended by replacing  
130 references to the "department of labor relations" with "division of labor relations".

131 **SECTION 4.**

132 The provisions of this Ordinance shall become effective upon passage and  
133 publication.

134

135

136 I:\Personnel\holloway.labor relations.doc

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** July 6, 2009

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A resolution transferring the Division of Labor Relations from the Department of Administrative Services to the Office of Corporation Counsel.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

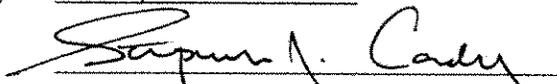
In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this resolution will result in the administrative transfer of the Division of Labor Relations to the Office of Corporation Counsel. No expenditures are expected from the administrative transfer, however if the Division is physically relocated within the courthouse, a facilities charge would likely be required and would be absorbed within Facilities Management's budget.

Department/Prepared By County Board/Ceschin

Authorized Signature



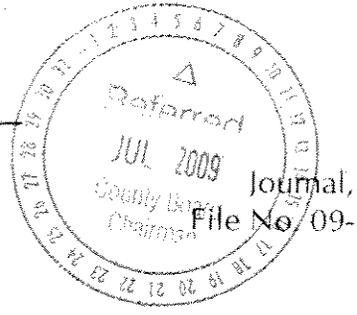
Did DAS-Fiscal Staff Review?

Yes

No

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

FILE NO. 09-296



2

1  
2 By Supervisor Coggs  
3

4 **A RESOLUTION**

5 To seek modifications in Milwaukee County and the State of Wisconsin job  
6 application procedures to increase the number of job opportunities available for  
7 persons with prior convictions.

8 WHEREAS, in an average year in Wisconsin there are 8,600 ex-offenders  
9 who, having served their sentence, are released from some level of corrections;  
10 3,600 of those released return as residents of Milwaukee County; and

11 WHEREAS, although corrections experts recognize that the single most  
12 important step to foster re-entry to society is stable, family-sustaining employment,  
13 all ex-offenders must struggle to overcome the stigma of a prior conviction when  
14 seeking the employment necessary to restore their lives; and

15 WHEREAS, although the Wisconsin Fair Employment Law bars employers  
16 from denying employment to job applicants with prior convictions (unless the  
17 nature of the prior offense is "substantially related" to the job being sought), many  
18 employers adopt uniform policies against hiring ex-offenders; and

19 WHEREAS, without access to the employment necessary for successful re-  
20 entry to society, many ex-offenders find themselves resorting to behaviors that  
21 harm themselves and the community, perpetuating a cycle of re-offense and  
22 incarceration; and

23 WHEREAS, most employers in Wisconsin include questions of prior  
24 convictions on the initial job application and, sometimes unlawfully, use that  
25 information to deny further consideration for an applicant; and

26 WHEREAS, local and national organizations, such as the New Hope  
27 Project, the National HIRE Network, and the Legal Action Center have advocated  
28 for "ban the box" legislation that moves disclosure of conviction and pending  
29 charge history from the initial job application to the interview step; and

30 WHEREAS, "ban the box" legislation enables job seekers with criminal  
31 pasts to clear the first barrier to employment and demonstrate their skills, abilities  
32 and evidence of rehabilitation to prospective employers; and

33 WHEREAS, the National HIRE Network's *National Blueprint for Reentry*  
34 makes a number of recommendations to remove barriers to employment and  
35 specifically calls for expanding "ban the box"-type legislation to reconstitute the  
36 nature of prior conviction questions, allowing for an ex-offender to demonstrate

37 qualifications and evidence of rehabilitation prior to being subjected to  
38 background investigations; and

39 WHEREAS, several urban areas across the nation, including Boston,  
40 Chicago, Minneapolis, St. Paul and Alameda County, CA (Oakland), as well as the  
41 State of Minnesota have adopted “ban the box” policies in the hiring process for  
42 state or municipal jobs, noting that it is in the community’s best interest to  
43 facilitate re-entry for its citizens who are ex-offenders; and

44 WHEREAS, moving the prior conviction information from the initial  
45 application would have no bearing on the Milwaukee County’s ability to deny  
46 employment for:

- 47 - Any law enforcement-related position or any position with  
48 qualifications established by the Law Enforcement Standards Board, or
- 49 - Any positions subject to the conditions of the Wisconsin Caregiver law,  
50 or
- 51 - Offenses that are substantially related to the circumstances of the  
52 position, as defined by Wisconsin Fair Employment Law, or
- 53 - Failure on the part of the applicant to disclose prior convictions or  
54 pending charges prior to hire;

55 now therefore,

56 BE IT RESOLVED, that the Director, Division of Human Resources, is  
57 authorized and directed to take the steps necessary to move questions related to  
58 prior conviction and pending criminal charges from the initial job application for  
59 Milwaukee County employment to the post-certification, interviewing phase of  
60 hiring; and

61 BE IT FURTHER RESOLVED, that the Director, Division of Intergovernmental  
62 Relations, is authorized and directed to convey to the Governor and the Wisconsin  
63 State Legislature that the State of Wisconsin should follow the lead of Milwaukee  
64 County and extend “ban the box” legislation for all public employers in Wisconsin.

65

66 I:\Personnel\coggs.ban the box.res.doc

## MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 6, 2009

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A resolution seeking modifications in Milwaukee County and the State of Wisconsin job application procedures to increase the number of job opportunities available for persons with prior convictions.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><input type="checkbox"/> Use of contingent funds |
|--|--|

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

**DESCRIPTION OF FISCAL EFFECT**

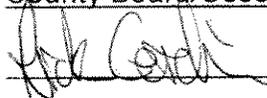
In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Adoption of this resolution is not expected to result in an increase in tax levy, but may require an expenditure of staff time.

Department/Prepared By County Board/Ceschin

Authorized Signature



Did DAS-Fiscal Staff Review?  Yes  No

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

**COUNTY OF MILWAUKEE**  
**DAS - Department of Human Resources**  
INTER-OFFICE COMMUNICATION

~REVISION 2~

**DATE** : September 9, 2009  
**To** : Committee on Personnel  
**FROM** : Karen R. Jackson, Ph.D., Director of Human Resources   
**SUBJECT** : **Informational Report for 9/11/2009**  
**Personnel Committee Meeting**

Attached are a series of informational reports listing various personnel transactions that the Director of Human Resources intends to approve for implementation. These reports (*reclassifications, advancements within the pay range, reallocations, and revisions to ECP*) are provided in accordance with the provisions of Chapter 17 and may be included on the agenda of the September 11, 2009 Personnel Committee Meeting for informational purposes. In the event the Personnel Committee takes no action, the transactions noted on the reports will be implemented.

KRJ:bdv

Copy: HR Managers

Personnel Committee Meeting Date: September 11, 2009

REVISION 2

Reclassification Report

In accordance with the provisions of 17.05 of the Milwaukee County General Ordinances, the Director of Human Resources intends to reclassify the position noted below. The Department of Administration has verified that funds are available within the adopted budget to cover the cost associated with this action.

Requestor	Org	Position	Current Classification (Title)	Current Pay range	Proposed Classification (Title)	Proposed Pay range	Current Year Impact (Top Step)	Annual Year Impact	Reason
BHD	6333	53410	Occupational Therapist 2	22NT	BHD Operations Analyst	24M	\$208	\$271	Changes in Duties
BHD	6513	15630	Dietitian 3	24M	Dietitian Supervisor	24M	\$0	\$0	Retitle
IMSD	1160	65641	Network Technician Specialist III	24D	Software System Specialist III	28D	\$4,339	\$16,389	Realignment of Duties
<b>TOTAL</b>							<b>\$4,547</b>	<b>\$16,660</b>	

Personnel Committee Date: September 11, 2009

**ADVANCEMENT WITHIN THE PAY RANGE REPORT**

In accordance with the provisions of 17.10 of the County General Ordinances, the Director of Human Resources intends to approve the advancement within the pay range for the positions noted below. The Department of Administration has verified that funds are available within the adopted budget to cover the cost associated with these actions.

<u>REQUESTOR</u>	<u>DEPT ORG UNIT</u>	<u>TITLE CODE NO POS</u>	<u>CURRENT CLASSIFICATION AND PAY RANGE</u>	<u>CURR YEAR</u>	<u>SUB YEAR</u>	<u>REASON</u>
------------------	------------------------------	----------------------------------	---	----------------------	---------------------	---------------

Currently, there is no "Advancement Within the Pay Range" to report.

Personnel Committee Date: September 11, 2009

**REALLOCATION REPORT**

In accordance with the provisions of 17.055 of the County General Ordinances, the Director of Human Resources intends to reallocate the positions noted below. The Department of Administration has verified that funds are available within the adopted budget to cover the cost associated with these actions. Fiscal note only reflects costs of wages and social security.

<u>DEPT</u>	<u>DEPT</u> <u>ORG</u>	<u>TITLE</u> <u>CODE</u>	<u>AUTH</u> <u>POS</u>	<u>FILLED</u> <u>POS</u>	<u>CURRENT CLASSIFICATION</u>	<u>CURRENT</u> <u>PAY RANGE</u>	<u>RECOMMENDED</u> <u>PAY RANGE</u>	<u>CURR</u> <u>YEAR</u>	<u>SUB YEAR</u>	<u>MAX YEAR</u>	<u>REASON</u>
-------------	---------------------------	-----------------------------	---------------------------	-----------------------------	-------------------------------	------------------------------------	--	----------------------------	-----------------	-----------------	---------------

**No Reallocations this Period**

**REVISIONS TO ECP REPORT  
Personnel Committee Meeting  
September 11, 2009**

Currently, there are no "Revisions to ECP" to report.

**COUNTY OF MILWAUKEE**  
**DAS - Department of Human Resources**  
INTER-OFFICE COMMUNICATION

~REVISED~

DATE : September 03, 2009

To : Committee on Personnel

FROM : Karen R. Jackson, Ph.D., Director of Human Resources 

SUBJECT : **Informational Reports 9/11/2009**  
**For Personnel Committee Meeting**

Attached is an informational report listing appointments at an ***advanced step of the pay range***, which the Director of Human Resources intends to approve for implementation.

These reports are provided in accordance with the provisions of Chapter 17 of the County General Ordinances and may be included on the agenda of the September 11, 2009.

Personnel Committee Meeting for informational purposes. In the event the Personnel Committee takes no action, the transactions noted on the reports will be implemented.

KRJ:bdv

Attachment

**Appointments At An Advanced Step Of The Pay Range  
Personnel Committee Report**

September 11, 2009

~REVISED~

REQUESTOR	ORG UNIT	PREVIOUS	CURRENT CLASSIFICATION	PREVIOUS	CURRENT PAY GRADE	SALARY RANGE	STEPS IN PR	APPT STEP	REQUESTED	DIFFERENCE	CURRENT YEAR	JUSTIFICATION
		CLASSIFICATION		PAY GRADE					STEP AMOUNT	IN ANNUAL PAY	FISCAL IMPACT	
DAS-HR	1140	Payroll Assistant	Mgmt Asst - Human Resources	04P	06PM	\$33,243.18 - \$42,629.39	9	3	\$35,589.84	\$2,862.70	\$680	Transfer Promotion
DHHS	6373	Nursing Prgrm Coordinator	Adv Practice Nurse Prescriber	28MN	32NZ	\$68,307.20 - \$84,240.00	7	7	\$84,240.00	\$5,841.47	\$838	Same Dept Promotion
DHHS	6373	House Physician 2 Hrly	Staff Psychiatrist	40XM	44XM	\$142,183.18 - \$174,779.70	7	7	\$174,779.70	\$36,347.80	\$13,009	Same Dept Promotion
Sheriff	4300	Correction Officer LL	Corrections Manager	Z3CM	915E	\$59,580.38 - \$77,428.83	6	8	\$73,706.88	\$14,661.92	\$4,100	Same Dept Promotion
Sheriff	4029	Correction Officer 1	Comm. & Highway Safety Dispatcher	14Z	15BZ	\$32,289.50 - \$39,886.70	9	2	\$33,049.33	\$4,179.14	\$220	Transfer Promotion
DAS-HR	1140	New Hire	Human Resources Intern	N/A	01IM	\$22,304.46 - \$34,155.89	15	2	\$23,081.14	New Hire	\$225	TRG/EXP
DHHS	6443	New Hire	House Physician 1 HR	N/A	40XM	\$117,157.25 - \$144,015.87	7	4	\$129,894.13	New Hire	\$3,691	TRG/EXP
DHHS	6373	New Hire	Staff Psychiatrist	N/A	44XM	\$142,183.18 - \$174,779.70	7	7	\$174,779.70	New Hire	\$9,447	TRG/EXP
District Attny	4501	New Hire	Administrative Intern	N/A	01IM	\$22,304.46 - \$34,155.89	15	7	\$26,828.46	New Hire	\$1,311	TRG/EXP
District Attny	4501	New Hire	Administrative Intern	N/A	01IM	\$22,304.46 - \$34,155.89	15	7	\$26,828.46	New Hire	\$1,311	TRG/EXP
Sheriff	4039	New Hire	Adv Practice Nurse Prescriber	N/A	32NZ	\$68,307.20 - \$84,240.00	7	2	\$71,385.60	New Hire	\$892	TRG/EXP
Sheriff	4029	New Hire	Comm. & Highway Safety Dispatcher	N/A	15BZ	\$32,289.50 - \$39,886.70	9	2	\$33,049.33	New Hire	\$220	TRG/EXP
Sheriff	4029	New Hire	Comm. & Highway Safety Dispatcher	N/A	15BZ	\$32,289.50 - \$39,886.70	9	2	\$33,049.33	New Hire	\$220	TRG/EXP
Sheriff	4029	New Hire	Comm. & Highway Safety Dispatcher	N/A	15BZ	\$32,289.50 - \$39,886.70	9	2	\$33,049.33	New Hire	\$220	TRG/EXP
Sheriff	4029	New Hire	Comm. & Highway Safety Dispatcher	N/A	15BZ	\$32,289.50 - \$39,886.70	9	2	\$33,049.33	New Hire	\$220	TRG/EXP
Sheriff	4039	New Hire	RN1	N/A	16N	\$47,049.60 - \$63,356.80	10	10	\$63,356.80	New Hire	\$4,726	TRG/EXP
Sheriff	4039	New Hire	RN1	N/A	16N	\$47,049.60 - \$63,356.80	10	7	\$59,841.60	New Hire	\$3,707	TRG/EXP

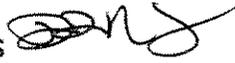
\*FISCAL IMPACT= (Step employee hired at - Step 1) \* Pay Periods Remaining in Year \* 1.0765

\*TRG/EXP Denotes Training and Experience

In accordance with the provisions of 17.09(3) of the County General Ordinances, the Director of Human Resources must file an informational report with all County Board Supervisors relative to all new appointments at an advanced step of the pay range.

**COUNTY OF MILWAUKEE**  
**DAS - Department of Human Resources**  
INTER-OFFICE COMMUNICATION

~REVISION 2~

DATE : September 9, 2009  
To : Committee on Personnel  
FROM : Karen R. Jackson, Ph.D., Director of Human Resources   
SUBJECT : **Informational Reports 9/11/2009**  
**For Personnel Committee Meeting**

Attached are a series of informational reports relative to ***dual employment, temporary appointment, and emergency appointment.*** Reports reflect updates through the end of pay period 1. Also included is an informational report relative to ***temporary assignments to a higher classification,*** which is updated through September 11, 2009.

These reports are provided in accordance with the provisions of Chapter 17 of the County General Ordinances.

KRJ:bdv

Attachment

DUAL EMPLOYMENT REPORT  
PERSONNEL COMMITTEE MEETING  
SEPTEMBER 11, 2009

<u>Organizational Unit</u>	<u>Name</u>	<u>Current Classification</u>	<u>Current Pay Range</u>	<u>Dual Employment</u>	<u>Dual Employment Pay Range</u>
Parks Department	Terrance Wycklendt	Process Server (HR)	16	Athletic Official	52M
Parks Department	John Quinlan	Public Services Manager	26M	Athletic Official	52M
Parks Department	Kevin Quinlan	Food Services Operator	9	Athletic Official	52M

Temporary Appointment Reports  
 Personnel Committee Meeting  
 September 11, 2009

Requestor	Dept	Last Name	First Name	Title Code	Title Description	Emp Class	Status	# of Hours in Payroll Period	Temporary Appt Date	Appt Type
Highway Maintenance	5120	Johnson	Brandon	32610	Highway Mtce Wkr 1	F	A	80	1/26/2009	TA
Total Employees = 1										

Highway Maintenance	5140	Lenz	Michael	32610	Highway Mtce Wkr 1	F	A	80	11/3/2008	TA
Total Employees = 1										

Highway Maintenance	5160	Pottinger	Derwin	32610	Highway Mtce Wkr 1	F	A	80	11/10/2008	TA
Total Employees = 1										

Grand Total of Employees: 3

Emergency Appointment Report  
Personnel Committee Meeting  
September 11, 2009

Requestor	Dept	Last Name	First Name	Title Description	Employee Class	Status	Emergency Appt Date	Pay Range
Sheriff's Office	4038	Cavadias	Pamela	Clerical Assistant 2	F	A	7/13/2009	04P

Total Employees = 1

Grand Total of Employees: 1

**Temporary Assignment to a Higher Classification (TAHC) Report  
Personnel Committee Meeting  
September 11, 2009**

~Revision~

<u>Dept</u>	<u>First Name</u>	<u>Last Name</u>	<u>Current Job Title</u>	<u>Pay Range</u>	<u>Start Date</u>	<u>Ext.</u>	<u>End Date</u>	<u>New Job Title</u>	<u>Pay Range</u>
Sheriff	Brian	Barkow	Deputy Sheriff Sergeant	22B	6/28/2009	*	9/25/2009	Sheriff's Department Captain	915E
DHHS	Debra	Turner	Economic Support Specialist	11Z	6/28/2009		9/26/2009	Economic Support Supervisor 1	18M
DTPW-Transp	David	Karnes	Engineer	32A	6/29/2009		9/25/2009	Resident Contract Mgr - Traffic	916E
DTPW	Jack	Takerian	Director Facilities Management	902E	7/23/2009	*	10/21/2009	Director of Trans & Public Works	903E
DTPW	David	Schaning	Asst. Dir. Facilities Management	54	7/6/2009		10/3/2009	Exec. Director Facilities Management	902E
DHHS	Lisa	Marks	Exdir3 Child Support Enforcement	903E	7/12/2009		10/10/2009	Exdir3 Director of Human Services	903E
CSE	Janet	Nelson	Legal Counsel Child Supp 2	34EM	7/12/2009		10/10/2009	Exdir3 Child Support Enforcement	903E
CSE	John	O'Shea	Legal Cnsl Child Supp Supervisor	38M	7/12/2009		10/10/2009	Legal Cnsl Child Support 2	34EM
CSE	JeTaunne	Richardson	Child Support Supervisor	24M	7/27/2009		10/24/2009	Child Support Program Coord	27M
CSE	Michelle	Wagner	Paralegal-Specialist CSE	22	7/28/2009		10/24/2009	Child Support Supervisor	24M
DTPW-Airport	Kevin	Doyne	Fire Fighter Equipment Oper	17B	8/10/2009		9/23/2009	Assistant Airport Fire Chief	27M
Clerk of Circuit Crt	Kerry	Rivera	Clerical Specialist-Courts	5P	8/23/2009		11/21/2009	Administrative Assistant NR	6PM
Sheriff	Ross	Stein	Correction Officer I	14Z	8/4/2009		11/2/2009	Correction Officer Lieutenant	23CM
Sheriff	Susan	Anderson	Correction Officer Lieutenant	23CM	8/4/2009		11/2/2009	Corrections Manager	915E
IMSD	Gillion	Simpson	Project Coordinator - Technical	35M	9/12/2009		12/11/2009	IT Operations Manager	36M
Park	Eduardo	Santiago	Community Center Supervisor	15	9/9/2009		12/8/2009	Community Center Manager	22M

\*Pursuant to M.C.G.O. 17.085(1), (2), or (7), the TAHC has been extended by the Director of DHR. The County Board of Supervisors and the County Executive must approve the second extension to a *vacant unclassified* position through adoption of a Resolution.

**COUNTY OF MILWAUKEE**  
**DAS – Division of Employee Benefits**  
INTER-OFFICE COMMUNICATION

DATE : September 1, 2009

TO : Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee  
Supervisor Paul Cesarz, Chairperson, Personnel Committee

FROM : David Arena, Director of Employee Benefits-DAS 

SUBJECT : **Report from the Director of Employee Benefits, Requesting Authorization To Execute 1-year Contract Renewal for EAP Services and Mental Health/Substance Abuse Coverage (County Board Action Required)**

**Issue/Background**

Historically, Milwaukee County has utilized MHN Services (previously known as HMC) for Employee Assistance Program (EAP) services, and for carved-out Mental Health/Substance Abuse coverage for participants in the PPO comparable medical plan. The current MHN contract, approved by the County Board of Supervisors, began January 1, 2006 and expires on December 31, 2009.

The proposed one-year contract defines the premium rates for 2010. There are no proposed changes to the benefits and services provided by MHN.

The Division of Employee Benefits recommends approval of this one-year contract with MHN Services. The contract provides a 45% reduction in the current costs of this program, while providing the County with the time necessary to evaluate its long-term strategy for providing these services to employees without entering into a multi-year agreement.

**EAP Services**

The EAP provides a number of counseling and referral services to all active Milwaukee County Employees and their dependents, regardless medical enrollment or benefits eligibility. The current premiums for EAP services are \$2.08 per employee per month (PEPM). The proposed rate for 2010 is \$1.16 PEPM, a 44% reduction from the current contract.

**Mental Health/Substance Abuse**

The MHN contract provides the mental health and substance abuse coverage on a fully insured carve-out basis for employees and covered dependents in the PPO comparable medical plan. This includes coverage for inpatient and outpatient services provided through MHN's network of mental health professionals.

In 2009, MHN's current contract required premiums of \$16.96 PEPM. The proposed premium for 2010 is \$9.41 (reduction of 45%).

**Disadvantaged Business Enterprise Participation**

Although MHN has a long-standing relationship with the County, MHN has never been asked to comply with the County's Disadvantaged Business Enterprise (DBE) program, and the contract initiated in 2006 did not include language regarding program. Language regarding participation in the DBE program will be included in the proposed contract.

September 1, 2009

Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee

Supervisor Paul Cesarz, Chairperson, Personnel Committee

**Report from the Director of Employee Benefits, Regarding EAP Services and  
Mental Health/Substance Abuse Coverage (County Board Action Required)**

Page 2

Based on anticipated 2009 medical enrollment and employee counts, the projected value of the one-year contract is \$690,000. The majority of that cost, however, is to cover the cost of claims. The administrative component of this proposed contract is 10% of the overall value, or \$69,000. Consequently, the 17% participation goal for the first year would be set at \$11,730.

MHN has pledged to meet or exceed this goal, and they are currently working with the Community Business Development Partners to identify opportunities for DBE participation. MHN will submit a commitment to subcontract with DBE's form to the Community Business Development Partners and will continue work with the CDBP to achieve compliance by the start of this contract.

**Long-Term Strategy for EAP Services and Mental Health/Substance Abuse**

Milwaukee County has employed different methods of administering the Mental Health/ Substance Abuse coverage for the HMO and PPO comparable medical options. The Division of Employee Benefits will review the County's practice of carving out Mental Health/Substance Abuse from the PPO comparable plan in 2010.

The options intended to be reviewed in 2010 for the 2011 plan year include continuing the carve-out approach for the PPO only, expanding the carve-out approach to include the HMO comparable plan, or eliminating the carve-out approach and address mental health/substance abuse claims directly through the medical plan.

**Conclusion**

It is the recommendation of the Benefits Division to accept the terms of this one-year contract for 2010. Because this is considered a new contract, it is requested that the County Board authorize the Director of Employee Benefits to execute a one-year contract renewal with MHN Services.

**Attachments**

Cc: County Executive Scott Walker  
Chairman Lee Holloway, County Board of Supervisors  
Thomas Nardelli, Chief of Staff, County Executive's Office  
Cynthia Archer, Director of Administrative Services  
William Domina, Corporation Counsel  
Greg Gracz, Director of Labor Relations  
Rick Ceschin, Senior Research Analyst, County Board  
Steve Cady, Fiscal and Budget Analyst, County Board  
Dee Hervey, Chief Committee Clerk  
Jodi Mapp, Personnel Committee Clerk

1  
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4  
5 (ITEM) From the Director, Division of Employee Benefits, requesting authorization to execute a contract with MHN  
6 Services for mental health and substance abuse coverage and employee assistance program services effective  
7 January 1, 2010 by recommending adoption of the following:  
8  
9

10 **A RESOLUTION**

11  
12 WHEREAS, Milwaukee County has a long-standing relationship with MHN Services as a provider of mental  
13 health and substance abuse coverage and employee assistance program services under Milwaukee County's Choice  
14 Plus medical plan (PPO comparable plan); and  
15

16 WHEREAS, Milwaukee County's contract with MHN Services will expire effective December 31, 2009; and  
17

18 WHEREAS, MHN Services submitted a 1-year renewal proposal to the Division of Employee Benefits,  
19 Department of Administrative Services; and  
20

21 WHEREAS, MHN Services' proposed premium rates are significantly lower than the 2009 contract  
22 provisions; and  
23

24 WHEREAS, MHN Services has committed to comply with Milwaukee County's Disadvantaged Business  
25 Enterprises (DBE) participation goals; and  
26

27 WHEREAS, the Division of Employee Benefits deemed the renewal proposal to be satisfactory in terms of  
28 costs, performance guarantees, and patient services; now, therefore  
29

30 BE IT RESOLVED, that the Director, Employee Benefits Division, Department of Administrative Services, is  
31 hereby authorized to execute a 1-year contract renewal with MHN Services for mental health and substance abuse  
32 coverage under Milwaukee County's Choice Plus medical plan, commencing January 1, 2010 and continuing through  
33 December 31, 2010.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** September 1, 2009

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request for authorization to enter into contract with MHN for EAP services and Mental Health/Substance Abuse coverage for 2010.

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact  | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required                                       | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input checked="" type="checkbox"/> Decrease Operating Expenditures                                    | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure		-\$510,000
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

---

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

A.) Approval of this request would enable the Division of Employee Benefits to contract with MHN to provide EAP services and Mental Health/Substance Abuse coverage for the 2010 plan year.

B.) There are no direct cost impacts to the 2009 budget.

C.) There is no budgetary impact to the current year, aside from the time of existing staff. The 2010 budget proposal currently includes funding for EAP services and Mental Health/Substance Abuse coverage under the PPO comparable plan. MHN's proposed contract reduces premiums paid to MHN by approximately 45% from the 2009 costs. Based on 2009 enrollment, it is estimated that the cost of coverage would be reduced by approximately \$510,000 for 2010.

D. The estimated cost reduction assumes enrollment in the PPO comparable plan will remain similar to 2009. Significant changes to employee enrollment could positively or negatively impact the estimate.

Department/Prepared By Matthew Hanchek, Fiscal Benefits Manager

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

7

**COUNTY OF MILWAUKEE**  
**DAS – Division of Employee Benefits**  
INTER-OFFICE COMMUNICATION

DATE : September 1, 2009

TO : Chairman Lee Holloway, County Board of Supervisors

FROM : David Arena, Director of Employee Benefits-DAS *David Arena*

SUBJECT : **Report from the Director of Employee Benefits, Requesting Authorization to Execute a 3-year Contract Renewal for Care Plus DMO Plan (County Board Action Required)**

**Issue/Background**

Milwaukee County has offered the Care Plus DMO as a dental option for all Milwaukee County employees for over 20 years. This fully insured DMO option is specifically identified in the AFSCME District Council 48 contract and is also offered to all other employees pursuant to code of General Ordinances 17.14(9). The current Care Plus contract, approved by the Board of Supervisors, began January 1, 2006 and expires on December 31, 2009.

The current premiums are \$39.48 per covered employee per month (PEPM) for single coverage and \$112.52 for family coverage. Care Plus has proposed a three-year contract to replace the current agreement. Under the proposed contract, the 2010 rates increase by 5% to \$41.45 for single coverage and \$118.15 for family coverage. The rates for the subsequent years of the contract will be adjusted, based on dental utilization; however, annual increases are guaranteed not to exceed 8%. Historically, Milwaukee County has incurred annual increases ranging from 6% to 8% under similar plan provisions.

Care Plus is uniquely positioned as a provider of DMO services in the Milwaukee market. Despite an unconventionally generous plan design, Care Plus has consistently provided dental inflation trends consistent with the national inflation trends for DMO plans. Service issues under the Care Plus plan have been minimal. As such, the Division of Employee Benefits recommends accepting the contract proposal for the 2010, 2011, and 2012 plan years. A resolution and fiscal note is included with this report.

**Disadvantaged Business Enterprise Participation**

Although Care Plus has a long-standing relationship with the County, Care Plus has never been asked to comply with the County's Disadvantaged Business Enterprise (DBE) program, and the contract initiated in 2006 did not include language regarding program. Language regarding participation in the DBE program has been included in the proposed contract.

September 1, 2009

Chairman Lee Holloway, County Board of Supervisors

**Report from the Director of Employee Benefits, Requesting Authorization to Execute a 3-year Contract Renewal for Care Plus DMO Plan (County Board Action Required)**

Page 2

Based on anticipated 2010 enrollment, the projected value of the first year of the contract is \$2,472,500. The majority of that cost, however, is to cover the cost of claims. The administrative component of this proposed contract is 5% of the overall value, or \$123,600. Consequently, the 17% participation goal for the first year would be set at \$21,000. This goal will be adjusted in subsequent years to reflect any changes to anticipated enrollment or premiums.

Care Plus has pledged to meet or exceed this goal, and they are currently working with the Community Business Development Partners to certify additional opportunities for DBE participation. Currently, Care Plus is utilizing Oasis Coffee and Vending Services, a Milwaukee-Based certified Disadvantage Business Enterprise, for approximately 6% of the value of this contract and has submitted plans in the statement of good faith efforts to increase participation beyond the full 17% goal.

The additional vendors Care Plus intends to utilize include Milwaukee Packaging Products, a Brookfield-based firm that was certified as a DBE until 2008, and Cardinal Print Group of West Allis. Both firms have expressed willingness to Care Plus to become certified as DBE's. Milwaukee Packaging Products will submit an application to be reinstated as a certified DBE firm.

**Conclusion**

It is the recommendation of the Benefits Division to accept the terms of this three-year contract proposal for 2010 – 2012. Because this is a new contract, it is requested that the County Board authorize the Director of Employee Benefits to execute a three-year contract for Care Plus DMO Plan.

Attachments

Cc: County Executive Scott Walker  
Supervisor Elizabeth Coggs, Finance & Audit Committee  
Supervisor Paul Cesarz, Personnel Committee  
Thomas Nardelli, Chief of Staff, County Executive's Office  
Cynthia Archer, Director of Administrative Services  
William Domina, Corporation Counsel  
Greg Gracz, Director of Labor Relations  
Rick Ceschin, Senior Research Analyst, County Board  
Steve Cady, Fiscal and Budget Analyst, County Board  
Dee Hervey, Chief Committee Clerk  
Jodi Mapp, Personnel Committee Clerk

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5 (ITEM) From the Director, Division of Employee Benefits, requesting authorization to execute a  
6 contract with Care Plus Dental Plan for Administration of Milwaukee County's DMO dental  
7 option effective January 1, 2010 by recommending adoption of the following:

8  
9 **A RESOLUTION**

10  
11 WHEREAS, Milwaukee County has a long-standing relationship with Care Plus Dental  
12 Plan, and Care Plus Dental Plan has a history of providing Milwaukee County employees with  
13 excellent service; and

14  
15 WHEREAS, Milwaukee County's contract with Care Plus Dental Plan will expire  
16 effective December 31, 2009; and

17  
18 WHEREAS, Care Plus Dental Plan is uniquely positioned to administer Milwaukee  
19 County's Dental Maintenance Organization (DMO) plan with their network of providers and  
20 efficient cost structure; and

21  
22 WHEREAS, Care Plus Dental Plan has committed to comply with Milwaukee County's  
23 Disadvantaged Business Enterprises (DBE) participation goals; and

24  
25 WHEREAS, Care Plus Dental Plan submitted a 3-year renewal proposal to the Division  
26 of Employee Benefits, Department of Administrative Services; and

27  
28 WHEREAS, the Division of Employee Benefits deemed the renewal proposal to be  
29 satisfactory in terms of costs, performance guarantees, and patient services; now, therefore

30  
31 BE IT RESOLVED, that the Director, Employee Benefits Division, Department of  
32 Administrative Services, is hereby authorized to execute a 3-year contract renewal with Care  
33 Plus Dental Plan for the administration of Milwaukee County's DMO plan option for active  
34 employees, commencing January 1, 2010 and continuing through December 31, 2012.

# MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: September 1, 2009

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request for authorization to execute a three-year contract for the DMO dental option with Care Plus dental plan.

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input checked="" type="checkbox"/> Existing Staff Time Required<br><input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input checked="" type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><input type="checkbox"/> Use of contingent funds |
|---|--|

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

	Expenditure or Revenue Category	Current Year	Subsequent Year
<b>Operating Budget</b>	Expenditure		\$2,914,300
	Revenue		
	Net Cost		
<b>Capital Improvement Budget</b>	Expenditure		
	Revenue		
	Net Cost		

## DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A.) Approval of this request would enable the Division of Employee Benefits to contract with Care Plus to administer Milwaukee County's fully insured DMO dental option.

B.) The premiums for 2010 reflect a 5% increase over the current year's premiums. Based on 2009 enrollment, the estimated premiums would be \$2,472,500.

C.) There is no budgetary impact to the current year, aside from the time of existing staff. The 2010 budget request will include funds to cover the anticipated enrollment in the DMO option. Increases in premiums in 2011 and 2012 cannot exceed a maximum increase of 8% per year.

D.) The 2010 budget number will assume migration from the First Commonwealth DMO option, eliminated effective January 1, 2010. Total projected DMO premiums for 2009 (Care Plus and First Commonwealth combined) are \$2,976,000.

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<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Matthew Hanchek, Fiscal Benefits Manager

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?        Yes        No

**COUNTY OF MILWAUKEE**  
**DAS – Division of Employee Benefits**  
INTER-OFFICE COMMUNICATION

DATE : September 1, 2009

TO : Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee  
Supervisor Paul Cesarz, Chairperson, Personnel Committee

FROM : David Arena, Director of Employee Benefits-DAS 

SUBJECT : **Informational Report from the Director, Division of Employee Benefits,  
Regarding the Milwaukee County Conventional Dental Plan  
(No Board Action Required)**

**Issue/Background**

The Milwaukee County Conventional Dental Plan is administered under an administrative services contract with Humana Dental. The current Humana contract, approved by the County Board of Supervisors, covers the period from January 1, 2006 through December 31, 2009. However, the approved service contract also includes an automatic annual renewal clause allowing 1-year renewals beyond the term of the contract.

The current administrative service fee is \$3.20 per covered employee per month (PEPM). This rate has remained nearly unchanged since the inception of this agreement in 2006. Over the past four years, the administrative fee has increased by approximately 3%, from the original fee of \$3.11. Humana has proposed continuing the rate of \$3.20 per covered employee per month through 2010 calendar year.

**Disadvantaged Business Enterprise Participation**

The original agreement, initiated in 2006, did not include language regarding Milwaukee County's Disadvantage Business Enterprise (DBE) program. As a contingency for this renewal, Humana has agreed to voluntarily comply with Milwaukee County's DBE goals. If a new contract is established, DBE provisions will be included.

Based on anticipated 2010 enrollment, the projected value of the one-year renewal is \$79,027 (\$3.20 PEPM x 12 months x 2058 anticipated enrolled employees). Consequently, Humana's 17% participation goal for compliance for 2010 would be \$13,434.

Humana has pledged to meet or exceed this goal primarily by utilizing the services of Guy Brown Management LLC, a certified DBE firm registered with the Community Business Development Partners. Humana has submitted a commitment to subcontract form to the CDBP and will submit reports on the progress toward meeting that goal.

September 1, 2009

Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee

Supervisor Paul Cesarz, Chairperson, Personnel Committee

**Informational Report from the Director, Division of Employee Benefits,**

**Regarding the Milwaukee County Conventional Dental Plan (No Board Action Required)**

Page 2

**Conclusion**

Based on our experience in this market, the administrative fees for this contract are competitive and reasonable. The dental inflation trend, resulting from utilization under the conventional plan, has also been well within expected ranges. Service issues have been minimal. As such, the Division of Employee Benefits intends to accept this renewal proposal for 2010. As the original contract approved by the County Board has an automatic annual renewal clause, no further County Board action is required.

Cc: County Executive Scott Walker

Chairman Lee Holloway, County Board of Supervisors

Thomas Nardelli, Chief of Staff, County Executive's Office

Cynthia Archer, Director of Administrative Services

William Domina, Corporation Counsel

Greg Gracz, Director of Labor Relations

Rick Ceschin, Senior Research Analyst, County Board

Steve Cady, Fiscal and Budget Analyst, County Board

Dee Hervey, Chief Committee Clerk

Jodi Mapp, Personnel Committee Clerk

9

**COUNTY OF MILWAUKEE**  
**DAS – Division of Employee Benefits**  
INTER-OFFICE COMMUNICATION

DATE : September 1, 2009

TO : Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee  
Supervisor Paul Cesarz, Chairperson, Personnel Committee

FROM : David Arena, Director, Division of Employee Benefits-DAS *David Arena*

SUBJECT : **Informational Report from the Director of Employee Benefits,  
Regarding the Legislative Changes Impacting Employee Benefits  
(No Board Action Required)**

**Issue/Background**

The State enacted 2009 Wisconsin Act 28 on June 29, 2009. In general, the provisions of this act are effective January 1, 2010. This legislation will have an impact on the rules regulating the employee benefit plans at Milwaukee County.

Wisconsin Act 28 (previously known as WI Assembly Bill 75) addresses four areas that impact practices utilized by employee benefits plans: dependent eligibility ages, domestic partnership eligibility, Autism Spectrum Disorder coverage, and coverage for contraceptives. The impact of this legislation on Milwaukee County's benefit plans is described below.

**Contraceptive Coverage**

Act 28 requires all commercial fully insured plans and all self-insured health plans of the state or a county, city, village, town or school district to provide coverage for contraceptives prescribed by a health care provider and outpatient consultations, exams, procedures, and medical procedures that are necessary to prescribe, administer, maintain, or remove a contraceptive. The Act requires that the same provisions that apply to other prescription drug benefits or medical services apply to the coverage of contraceptives.

As this has been the practice under Milwaukee County's health plans, there is no change to the County's coverage of contraceptives as a result of this provision.

**Domestic Partnerships**

The act defines domestic partnerships, and provides dependent eligibility to domestic partners under the State's employee benefits plans. However, unlike the dependent age provisions, the State did not extend this coverage requirement beyond its own employee benefit plans. Corporation Counsel has confirmed that this provision of Act 28 does not explicitly require the County to modify its definitions of eligible dependents.

As Milwaukee County's benefits plans do not currently include domestic partners in its definitions of eligible dependents, and Act 28 does not require these definitions to be modified, there is no change to dependent eligibility regarding domestic partnerships.

September 1, 2009

Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee

Supervisor Paul Cesarz, Chairperson, Personnel Committee

**Informational Report from the Director, Division of Employee Benefits, Regarding the Legislative Changes Impacting Employee Benefits (No Board Action Required)**

Page 2

**Dependent Eligibility Age**

The act dictates that all commercial fully-insured plans and all self-insured health plans of the state or a county, city, village, town or school district must allow coverage for unmarried dependents under the age of 27, and prohibits age limitations on unmarried dependents who are full-time students. Currently, the County's eligibility is to the end of the calendar year the dependent reaches age 19 unless a full time student, in which case eligibility runs until the end of the month the student reaches age 25. The term "health plan" includes Milwaukee County's medical, dental, and prescription benefits.

To comply, effective January 1, 2010, the dependent eligibility age limits will be modified for each plan. All other dependent definitions and eligibility rules will remain unchanged. The change to dependent eligibility will be noted in this year's annual enrollment materials.

The Division of Employee Benefits anticipates a modest increase to dependent enrollment. This will lead to an increase in the County's overall medical spend for 2010. The anticipated cost increase will be included in the 2010 non-departmental fringe budget request.

**Autism Spectrum Disorder Coverage**

Act 28 requires all commercial fully insured plans and all self-insured health plans of the state or a county, city, village, town or school district to provide coverage for Autism Spectrum Disorder. Historically, this coverage has been excluded from employer provided health plans and covered solely by Medicaid/Title 19 benefits.

The act requires coverage to provide at least \$50,000 for intensive level services per insured per year, with a minimum of 30 to 35 hours of care per week for a minimum duration of 4 years, and at least \$25,000 for non-intensive level services per insured per year. The Office of the Commissioner of Insurance will define the terms "intensive level" and "non-intensive level". The commissioner will also modify the required coverage amounts annually beginning in 2011 to adjust for medical inflation.

Based on statewide autism prevalence statistics, it is estimated that Milwaukee County's covered population would have between 5 and 20 Autism Spectrum Disorder Cases in various levels of treatment. However, since there is no claims data under the County's plan, that estimate is difficult to substantiate. Additional funds to account for this legislative change will be included in the 2010 non-departmental fringe budget request.

September 1, 2009

Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee

Supervisor Paul Cesarz, Chairperson, Personnel Committee

**Informational Report from the Director, Division of Employee Benefits, Regarding the  
Legislative Changes Impacting Employee Benefits (No Board Action Required)**

Page 3

**Costs of Mandated Changes to Dependent Eligibility & Autism Spectrum Disorder Coverage**

It is estimated that these two required changes to our benefits plans will add between \$500,000 and \$1,000,000 per year to the costs of our medical benefits.

**Conclusion**

These legislative changes are dictated by 2009 Wisconsin Act 28 and will be implemented effective January 1, 2010 to maintain compliance with Wisconsin State Statutes. Therefore, no County Board action is required.

Cc: County Executive Scott Walker

Chairman Lee Holloway, County Board of Supervisors

Thomas Nardelli, Chief of Staff, County Executive's Office

Cynthia Archer, Director of Administrative Services

William Domina, Corporation Counsel

Greg Gracz, Director of Labor Relations

Rick Ceschin, Senior Research Analyst, County Board

Steve Cady, Fiscal and Budget Analyst, County Board

Dee Hervey, Chief Committee Clerk

Jodi Mapp, Personnel Committee Clerk

COUNTY OF MILWAUKEE  
DAS – Division of Employee Benefits  
INTER-OFFICE COMMUNICATION

DATE: September 2, 2009

TO: Supervisor Elizabeth Coggs, Chairperson, Finance & Audit Committee  
Supervisor Paul Cesarz, Chairperson, Personnel Committee

FROM: David Arena, Director of Employee Benefits Division-DAS 

SUBJECT: **Report from the Director of Employee Benefits concerning the Withdrawal of First Commonwealth Dental Plan from the Milwaukee Marketplace (No Board Action Required)**

**Issue/Background**

First Commonwealth Dental Plan (FCW) is one of two capitated Dental Health Maintenance Organizations (DMOs) offered to County employees as an alternative to the County's conventional dental plan (Humana Dental). Recently, FCW notified the County that, as of the expiration of the current contract on December 31, 2009, FCW will not offer a renewal quote on this plan, as it is planning to withdraw from the Milwaukee DMO market.

FCW is the smallest of the County's three dental options, currently covering fewer than 10% of the County's total benefits eligible population and is not offered to AFSCME District Council 48 employees. The County is also not obligated to offer the FCW option by either ordinance or labor contract. Based on FCW's decision to withdraw from the market, the Division of Employee Benefits will proceed to manage closing down this option effective January 1, 2010 and providing impacted employees a smooth transition to our other dental offerings.

**Transition Process**

The Conventional Dental Plan, administered by Humana Dental, and the Care Plus DMO, will remain as the County's two dental plan options as prescribed by ordinance and labor agreements. In the County's annual open enrollment materials, the Division of Employee Benefits will be announcing the FCW withdrawal to all benefits-eligible employees.

Those who are currently enrolled in FCW will be encouraged to actively enroll in either the Conventional Dental Plan or the Care Plus DMO option. Employees enrolled in FCW who do not participate in the annual enrollment will be defaulted into the conventional Humana plan as a precaution to ensure their continued dental coverage.

**Orthodontic Patients**

One specific challenge facing the County with the non-availability of FCW is transitioning treatment of FCW's active orthodontic patients. The Division of Employee Benefit's will work in cooperation with Care Plus to directly transition these approximately 45 orthodontic patients. Under this plan, patients would be made whole by covering the initial \$450 cost through Care Plus,

September 2, 2009

Supervisor Elizabeth Coggs, Chairperson Finance & Audit Committee

Supervisor Paul Cesarz, Chairperson, Personnel Committee

**Report from the Director of Employee Benefits concerning the Withdrawal of First Commonwealth Dental Plan from the Milwaukee Marketplace (No Board Action Required)**

Page 2

allowing the patient to complete treatment through Care Plus at no additional out-of-pocket cost to them. Orthodontia patients who elect to enroll in the Humana conventional plan would be refunded the \$450 fee originally paid under the former plan, but would be subject to the coverage terms and conditions of the Humana plan without any additional consideration.

This autumn, active orthodontic patients, currently under the First Commonwealth Plan, will receive individual communications detailing their options for the new plan year. Benefits' staff will also offer to meet with them on a one-on-one basis to assist them in selecting the transition option that best suits their needs.

**Impact of Change**

The primary impact of FCW's decision is a disruption to the 471 Milwaukee County employees currently enrolled in their plan who will need to select a different dental plan for 2010. A table, identifying enrollment by employee unit and coverage tier, is included below in figure A.

Financially, FCW's decision to withdraw from the DMO market results in a marginal reduction in the County's annual cost of providing dental coverage. However, a portion of this reduction is offset by the cost of maintaining the benefit levels for the ongoing orthodontia patients, who are displaced as a result of the loss of this option. The financial impact of this change will be included in the 2010 non-departmental fringe benefits budget.

**Figure A:**

<b><u>Group</u></b>	<b><u>Single</u></b>	<b><u>Family</u></b>	<b><u>Combined</u></b>
<b>Attorneys</b>	2	6	8
<b>Building Trades</b>	5	23	28
<b>DC 48</b>	0	0	0 (Plan not offered)
<b>Fire Fighters</b>	2	7	9
<b>Machinists</b>	1	1	2
<b>Non-Represented</b>	46	143	189
<b>Nurses</b>	20	66	86
<b>Sheriffs</b>	28	109	137
<b>State DA</b>	0	3	3
<b>TEAMCO</b>	0	9	9
<b>Total</b>	<b>104</b>	<b>367</b>	<b>471</b>

September 2, 2009

Supervisor Elizabeth Coggs, Chairperson Finance & Audit Committee

Supervisor Paul Cesarz, Chairperson, Personnel Committee

**Report from the Director of Employee Benefits concerning the Withdrawal of First Commonwealth Dental Plan from the Milwaukee Marketplace (No Board Action Required)**

Page 3

**Conclusion**

This change will affect 471 employees currently enrolled in the FCW Plan. Communications of this change will be included in Open Enrollment communications. Direct communications will be sent to the approximately 45 orthodontic patients affected by this change. No County Board action is required.

Cc: County Executive Scott Walker  
Chairman Lee Holloway, County Board of Supervisors  
Thomas Nardelli, Chief of Staff, County Executive's Office  
Cynthia Archer, Director of Administrative Services  
William Domina, Corporation Counsel  
Greg Gracz, Director of Labor Relations  
Rick Ceschin, Senior Research Analyst, County Board  
Steve Cady, Fiscal and Budget Analyst, County Board  
Dee Hervey, Chief Committee Clerk  
Jodi Mapp, Personnel Committee Clerk

COUNTY OF MILWAUKEE  
INTER-OFFICE COMMUNICATION

**Date:** September 3, 2009

**To:** Supervisor Lee Holloway, Chairman  
Milwaukee County Board of Supervisors

**From:** Gregory L. Gracz, Director of Labor Relations 

**RE:** Ratification of the 2009-2011 Memorandum of Agreement between Milwaukee County and the Association of Milwaukee County Attorneys

---

Milwaukee County has reached an understanding with the bargaining team for the Association of Milwaukee County Attorneys that establishes a memorandum of agreement for 2009-2011.

I am requesting that this item be placed on the September 17, 2009 agenda for the meeting of Finance and Audit Committee and the September 11, 2009 agenda for the meeting of the Personnel Committee as an action item. If the Committees' would like to meet in closed session to discuss the changes first, please request that the Committee make appropriate arrangements when noticing the meeting.

The following documents will be provided to the Committees for their review:

- 1) A comparison copy agreed upon language for each MOA. These copies contain both the old and new contract language. The old language will be indicated with "~~strike through~~" and the new language will be "underlined";
- 2) A Union notification that the MOAs was ratified by the membership;
- 3) A draft Resolution approving the MOAs, this will also be provided electronically to the appropriate committee clerks;
- 4) The Department of Administrative Services (DAS) is preparing a fiscal note, which will be reviewed by the Department of Audit and County Board Staff. The finalized fiscal note will be sent to the Committees by DAS as soon as it is completed.

If you have any questions, please call me at 223-1933.

cc: County Board of Supervisors  
Stephen Cady, County Board Staff  
Richard Ceschin, County Board Staff  
Terrence Cooley, Chief of Staff, County Board  
Jerome Heer, Director, Dept. of Audit  
Scott Manske, Controller, DAS  
Karen R. Jackson, Ph.D. Director of Human Resources  
Bill Domina, Corporation Counsel  
Cynthia Archer, Director, Dept. of Administrative Services.  
Thomas G. Nardelli, Chief of Staff, Office of the County Executive  
Jodi Mapp, Personnel Committee Clerk  
Delores Hervey, Finance and Audit Committee Clerk

1  
2 2007-2008 2009-2011

3 AGREEMENT

4 between

5 COUNTY OF MILWAUKEE

6 and

7 ASSOCIATION OF MILWAUKEE COUNTY ATTORNEYS

8  
9 \* \* \* \* \*

10  
11 1.03 DURATION OF AGREEMENT

- 12 (1) The provisions of this Agreement shall become effective on January 1, 2007  
13 2009 unless otherwise herein provided. Unless otherwise modified or  
14 extended by mutual agreement of the parties, this Agreement shall expire on  
15 December 31, 2008 2011.
- 16 (2) The initial bargaining proposals of the County and the Association for a  
17 successor agreement shall be exchanged prior to October 15, 2008 2011, at a  
18 time mutually agreeable to the parties.

19  
20 Thereafter, negotiations shall be carried on in an expeditious manner and shall  
21 continue until all bargainable issues between the parties have been resolved.

22  
23 PART 2

24  
25 2.01 WAGES

- 26  
27 ~~(1) Effective November 4, 2007 the wages of the bargaining unit shall be~~  
28 ~~increased by one percent (1%).~~
- 29 ~~(2) Effective April 6, 2008 the wages of the bargaining unit shall be increased by~~  
30 ~~one percent (1%).~~
- 31 ~~(3) Effective June 29, 2008 the wages of the bargaining unit shall be increased by~~  
32 ~~one percent (1%).~~

1 ~~(4) Effective October 5, 2008 the wages of the bargaining unit shall be increased~~  
2 ~~by one percent (1%).~~

3 ~~(5) A \$250 per employee lump sum payment, shall be made to employees who~~  
4 ~~have an assigned work week of twenty (20) or more hours per week, and who~~  
5 ~~were on the payroll as of the first pay period following ratification of the~~  
6 ~~2007-2008 contract.~~

7 (1) Effective Pay Period One (1) 2010, (December 27, 2009) wages of bargaining  
8 unit employees shall be increased by one and one quarter percent (1.25%).

9 (2) Effective Pay Period Fourteen (14) 2010, (June 27, 2010) wages of bargaining  
10 unit employees shall be increased by one percent (1%).

11 (3) Effective Pay Period One (1) 2011, (December 26, 2010) wages of bargaining  
12 unit employees shall be increased by one and one quarter percent (1.25%).

13 (4) Effective Pay Period Fourteen (14) 2011, (June 26, 2011) wages of bargaining  
14 unit employees shall be increased by one percent (1%).

15 (5) Effective Pay Period One (1) 2010, (December 27, 2009), pay range 28Z is  
16 created with the following steps:

<u>Step</u>	<u>Hourly Pay</u>
<u>1</u>	<u>25.93</u>
<u>2</u>	<u>26.27</u>
<u>3</u>	<u>27.52</u>
<u>4</u>	<u>28.74</u>
<u>5</u>	<u>30.13</u>

17  
18  
19  
20  
21  
22  
23 (6) Effective Pay Period One (1) 2010, (December 27, 2009), all positions of  
24 Court Researcher Coordinator (pay range 24C), shall be reallocated to pay  
25 range 28Z in step four (4), \$28.74 per hour.

26 (7) Effective Pay Period One (1) 2010, (December 27, 2009), Pay Range 24C will  
27 be abolished.

28 (68) Employees shall advance from one step in the range to the next higher step  
29 based upon meritorious performance at each step of at least 2080 straight time  
30 hours paid, and upon completion of a performance appraisal by the appointing  
31 authority or designee.

1           (79) Effective January 1, 2006 employees in the Legal Counsel Child Support I,  
2           Legal Counsel Criminal, and Legal Counsel I Adoptions classifications shall  
3           be allowed to advance to any and all steps beyond Step 12 in the range based  
4           upon meritorious performance at each step of the range of at least 2080 straight  
5           time hours paid and upon completion of a performance appraisal by the  
6           appointing authority or designee. Employees who have been at Step 12 for at  
7           least 2080 hours shall move to Step 13 at the beginning of the pay period  
8           following the day and month of the employee's hire date upon completion of a  
9           performance appraisal by the appointing authority.

10          (910) The appointing authority may, at his/her discretion, advance an employee more  
11          than one step after completing 2080 straight time hours paid for outstanding  
12          performance he/she feels is deserving of such advancement as determined by a  
13          performance appraisal completed by the appointing authority or designee.

14          (4011) Employees may, at the discretion of the appointing authority, be held at their  
15          current step or be demoted as much as two steps upon unsatisfactory  
16          performance as determined by a performance appraisal completed by the  
17          appointing authority or designee.

18          (4112) The appointing authority may at the time of hire appoint an individual to any  
19          step in the pay range.

20          (4213) Except as otherwise provided, pay range 34Z applies to employees in all  
21          attorney classifications governed by the WERC certification, including, the  
22          classifications of Principal Assistant Corporation Counsel, Assistant Family  
23          Court Commissioner, Judicial Court Commissioner, Fulltime Court  
24          Commissioner, Probate Court Commissioner, Legal Counsel I Child Support,  
25          Legal Counsel Criminal, Legal Counsel Adoptions and Deputy Register in  
26          Probate. The wages of the bargaining unit pay range 34Z for the calendar  
27          years 2007 and 2008 shall be specified in Appendix 1 attached hereto and  
28          incorporated herein by this reference.

29          (4314) Pay range 24C applies to employees in the classification of Court Research  
30          Coordinator. The wages of the bargaining unit pay range 24C for the calendar  
31          years 2007 and 2008 shall be specified in Appendix 1 attached hereto and

1 incorporated herein by this reference.

2  
3 (14) ~~The first step of pay ranges 24C and 34Z shall be dropped effective January 1,~~  
4 ~~2008.~~

5  
6 2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

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

9 (a) ~~All employees enrolled in the Wheaton Franciscan Direct (HMO) will~~  
10 ~~pay health insurance premiums of \$35.00 per month for single plan~~  
11 ~~coverage and \$70.00 per month for family plan coverage effective~~  
12 ~~following ratification of the 2007-2008 contract and an open enrollment~~  
13 ~~period with a target date of May 1, 2007.~~

14 (b) ~~All employees enrolled in the Patient Choice HMO will pay health~~  
15 ~~insurance premiums of \$50.00 per month for single plan coverage and~~  
16 ~~\$100.00 per month for family plan coverage effective following~~  
17 ~~ratification of the 2007-2008 contract and an open enrollment period~~  
18 ~~with a target date of May 1, 2007.~~

19 (c) ~~All employees enrolled in the Patient Choice PPO will pay health~~  
20 ~~insurance premiums of \$75.00 per month for single plan coverage and~~  
21 ~~\$150.00 per month for family plan coverage effective following~~  
22 ~~ratification of the 2007-2008 contract and an open enrollment period~~  
23 ~~with a target date of May 1, 2007.~~

24 (d) ~~Each eligible employee enrolled in the WPS Statewide/National PPO~~  
25 ~~will pay health insurance premiums of \$100.00 per month for single~~  
26 ~~plan coverage and \$200.00 per month for family plan coverage~~  
27 ~~effective following ratification of the 2007-2008 contract and an open~~  
28 ~~enrollment period with a target date of May 1, 2007.~~

29 (a) Effective January of 2009, employees enrolled in the PPO shall pay  
30 seventy-five dollars (\$75.00) per month toward the monthly cost of a

1                   single plan and one hundred fifty dollars (\$150.00) per month toward the  
2                   monthly cost of a family plan.

3                   **(b)**   Effective January of 2010, employees enrolled in the PPO shall pay ninety  
4                   dollars (\$90.00) per month toward the monthly cost of a single plan and one  
5                   hundred eighty dollars (\$180.00) per month toward the monthly cost of a  
6                   family plan.

7                   **(c)**   Effective January of 2011, employees enrolled in the PPO shall pay one  
8                   hundred ten dollars (\$110.00) per month toward the monthly cost of a single  
9                   plan and two hundred twenty dollars (\$220.00) per month toward the  
10                  monthly cost of a family plan.

11                  **(d)**   Effective January of 2009, employees enrolled in the HMO shall pay thirty-  
12                  five dollars (\$35.00) per month toward the monthly cost of a single plan and  
13                  seventy dollars (\$70.00) per month toward the monthly cost of a family  
14                  plan.

15                  **(e)**   Effective January of 2010, employees enrolled in the HMO shall pay fifty  
16                  dollars (\$50.00) per month toward the monthly cost of a single plan and one  
17                  hundred dollars (\$100.00) per month toward the monthly cost of a family  
18                  plan.

19                  **(f)**   Effective January of 2011, employees enrolled in the HMO shall pay  
20                  seventy dollars (\$70.00) per month toward the monthly cost of a single plan  
21                  and one hundred forty dollars (\$140.00) per month toward the monthly cost  
22                  of a family plan.

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

1 (fh) The County shall deduct employees' contributions to health insurance on  
2 a pre-tax basis pursuant to a Section 125 Plan. Other benefits may be  
3 included in the Section 125 Plan as mutually agreed upon by the County  
4 and the Association. Such agreement would be by collateral agreement  
5 to this contract.

6 (gi) The County shall establish and administer Flexible Spending Accounts  
7 (FSA's) for those employees who desire to pre-fund their health  
8 insurance costs as governed by IRS regulations. The County retains the  
9 right to select a third party administrator.

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

13 (a) The in-network co-insurance co-payment shall be equal to ten percent  
14 (10%) of all charges subject to the applicable out-of-pocket maximum.

15 (b) The out-of-network co-insurance co-payment shall be equal to twenty  
16 percent (20%) of all charges subject to the applicable out-of-pocket  
17 maximum.

18 (c) Effective January of 2010, the out-of-network co-insurance co-payment  
19 shall be equal to thirty percent (30.00%) of all charges subject to the  
20 applicable out-of-pocket maximum.

21  
22 2.07 SEMINAR REIMBURSEMENT

23 (1) ~~Effective January 1, 2006~~ Milwaukee County agrees to provide seminar  
24 reimbursement of six hundred dollars (\$600.00) per year per employee to be  
25 used for the payment of registration fees or other reasonable and necessary  
26 expenses for courses approved by the Continuing Legal Education Board and  
27 related to the employee's work and taken in the current year or the preceding  
28 year. Reimbursement of course fees shall be made on a voucher system. Each  
29 employee shall account, as may be reasonably required by the County, for the  
30 use of any funds from the Employee Continuing Legal Education Account.  
31 Effective January 1, 2010, this seminar reimbursement amount will be

1 increased to seven hundred dollars (\$700.00) per year per employee. Should  
2 management exercise discretion to purchase an Ultimate Pass product through  
3 the State Bar of Wisconsin, the cost of the product will reduce the seminar  
4 reimbursement amount available to any affected employee.

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

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

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

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

21 (6) ~~Effective January 1, 2006 employees~~ Employees shall be reimbursed for one  
22 hundred percent (100%) of the cost of the minimum required mandatory  
23 membership dues in the Wisconsin Bar Association. Effective January 1,  
24 2010, this one hundred percent (100%) reimbursement will include the special  
25 assessments that are included in the annual dues statement from the Wisconsin  
26 Bar Association.

## 27 2.19 DIRECT PAYROLL DEPOSIT

28 Effective as soon as administratively practicable after the ratification and adoption of this  
29 agreement, The Milwaukee County Direct Deposit Program shall be utilized by all employees  
30 in the bargaining unit.

(ITEM ) From Director, Division of Labor Relations, submitting documents relating to the tentative agreement with Association of Milwaukee County Attorneys, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the negotiation staff of the Personnel Committee of the Milwaukee County Board of Supervisors and the Association of Milwaukee County Attorneys, have reached agreements on all issues relating to wages, hours, and conditions of employment for employees in the bargaining unit represented by the Association of Milwaukee County Attorneys, and for the period January 1, 2009 through December 31, 2011, modifying the previous agreement in the following respects:

- (1) Providing for the termination of the Agreement on December 31, 2011.
- (2) Providing for a 1.25% pay increase for the bargaining unit effective December 27, 2009.
- (3) Providing for a 1.00% pay increase for the bargaining unit effective June 27, 2010.
- (4) Providing for a 1.25% pay increase for the bargaining unit effective December 26, 2010.
- (5) Providing for a 1.00% pay increase for the bargaining unit effective June 26, 2011.
- (6) Providing for the creation of a new pay range called 28Z, with the following steps and hourly rates: step 1-\$25.93, step 2-\$26.27, step 3-\$27.52, step 4-\$28.74, step 5-\$30.13, effective December 27, 2009. Providing, for all positions of Court Researcher Coordinator (pay range 24C) being reallocated to the newly created pay range 28Z in step four (4) effective December 27, 2009.
- (7) Providing for all employees enrolled in the PPO health insurance plan shall pay ninety dollars (\$90.00) per month toward the monthly cost of a single plan and one hundred eighty dollars (\$180.00) per month toward the monthly cost of a family plan effective January of 2010.
- (8) Providing for all employees enrolled in the PPO health insurance plan shall pay one hundred ten dollars (\$110.00) per month toward the monthly cost of a single plan and two hundred twenty dollars (\$220.00) per month toward the monthly cost of a family plan effective January of 2011.
- (9) Providing for all employees enrolled in the HMO health insurance plan shall pay thirty-five dollars (\$35.00) per month toward the monthly cost of a single plan and seventy dollars (\$70.00) per month toward the monthly cost of a family plan effective January of 2009.
- (10) Providing for all employees enrolled in the HMO health insurance plan shall pay fifty dollars (\$50.00) per month toward the monthly cost of a single plan and one

- 45 hundred dollars (\$100.00) per month toward the monthly cost of a family plan  
46 effective January of 2010.
- 47 (11) Providing for all employees enrolled in the HMO health insurance plan shall pay  
48 seventy dollars (\$70.00) per month toward the monthly cost of a single plan and  
49 one hundred forty dollars (\$140.00) per month toward the monthly cost of a  
50 family plan effective January of 2011.
- 51 (12) Providing for all employees and/or their dependents enrolled in the PPO health  
52 insurance plan the out-of-network co-insurance co-payment shall be equal to  
53 thirty percent (30.00%) of all charges subject to the applicable out-of-pocket  
54 maximum effective January of 2010.
- 55 (13) Effective January 1, 2010 the Seminar Reimbursement will be increased to  
56 \$700.00 from \$600.00. Effective January 1, 2010 the Seminar Reimbursement  
57 will include the special assessments that are included in the annual dues  
58 statement from the Wisconsin Bar Association
- 59 (14) Providing as soon as administratively practicable after the ratification and  
60 adoption of this agreement, The Milwaukee County Direct Deposit Program shall  
61 be utilized by all employees in the bargaining unit.

62  
63 WHEREAS, such agreement was ratified by the membership of Association of  
64 Milwaukee County Attorneys on September XX, 2009; and

65  
66 WHEREAS, the Committee on Finance and Audit, on XXXX XX, 2009,  
67 recommended approval (vote X-X) of the Association of Milwaukee County Attorneys  
68 agreement; and

69  
70 WHEREAS, the Committee on Personnel, on ZZZZ ZZ, 2009, recommended  
71 approval (vote X-X) of the Association of Milwaukee County Attorneys agreement; now,  
72 therefore,

73  
74 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
75 approves the agreement on wages, benefits and conditions of employment with  
76 Association of Milwaukee County Attorneys which is incorporated herein by reference to  
77 this File No. 09-XXX, and hereby authorizes and directs the County Executive and the  
78 County Clerk to execute the agreement; and

79  
80 BE IT FURTHER RESOLVED that the Director of the Department of  
81 Administration is hereby authorized and directed to prepare and submit appropriation  
82 transfer requests reflecting this agreement at a later date, if necessary.

COUNTY OF MILWAUKEE  
INTER-OFFICE COMMUNICATION

12

**Date:** September 3, 2009  
**To:** Supervisor Lee Holloway, Chairman  
Milwaukee County Board of Supervisors  
**From:** Gregory L. Gracz, Director of Labor Relations   
**RE:** Ratification of the 2009-2011 Memorandum of Agreement between Milwaukee County and the Milwaukee Building & Construction Trades Council AFL-CIO

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Milwaukee County has reached an understanding with the bargaining team for the Milwaukee Building & Construction Trades Council AFL-CIO that establishes a memorandum of agreement for 2009-2011.

I am requesting that this item be placed on the September 17, 2009 agenda for the meeting of Finance and Audit Committee and the September 11, 2009 agenda for the meeting of the Personnel Committee as an action item. If the Committees' would like to meet in closed session to discuss the changes first, please request that the Committee make appropriate arrangements when noticing the meeting.

The following documents will be provided to the Committees for their review:

- 1) A comparison copy agreed upon language for each MOA. These copies contain both the old and new contract language. The old language will be indicated with "~~strike-through~~" and the new language will be "underlined";
- 2) A Union notification that the MOAs was ratified by the membership;
- 3) A draft Resolution approving the MOAs, this will also be provided electronically to the appropriate committee clerks;
- 4) The Department of Administrative Services (DAS) is preparing a fiscal note, which will be reviewed by the Department of Audit and County Board Staff. The finalized fiscal note will be sent to the Committees by DAS as soon as it is completed.

If you have any questions, please call me at 223-1933.

cc: County Board of Supervisors  
Stephen Cady, County Board Staff  
Richard Ceschin, County Board Staff  
Terrence Cooley, Chief of Staff, County Board  
Jerome Heer, Director, Dept. of Audit  
Scott Manske, Controller, DAS  
Karen R. Jackson, Ph.D. Director of Human Resources  
Bill Domina, Corporation Counsel  
Cynthia Archer, Director, Dept. of Administrative Services.  
Thomas G. Nardelli, Chief of Staff, Office of the County Executive  
Jodi Mapp, Personnel Committee Clerk  
Delores Hervey, Finance and Audit Committee Clerk

~~2007--2008~~ 2009-2011

AGREEMENT

between

COUNTY OF MILWAUKEE

and

MILWAUKEE BUILDING & CONSTRUCTION TRADES COUNCIL

AFL-CIO

1.03 DURATION OF AGREEMENT

This Agreement is to take effect on January 1, ~~2007~~ 2009. Unless otherwise modified or extended by mutual agreement of the parties, this Agreement shall expire on December 31, ~~2008~~ 2011.

2.06 EMPLOYEE HEALTH AND DENTAL BENEFITS

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

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

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

~~(c) All employees enrolled in the Wheaton Franciscan Direct (HMO) will pay health insurance premiums of thirty five dollars (\$35.00) per month for single plan coverage and seventy dollars (\$70.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.~~

- ~~(d) All employees enrolled in the Patient Choice HMO will pay health insurance premiums of fifty dollars (\$50.00) per month for single plan coverage and one hundred dollars (\$100.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.~~
- ~~(e) All employees enrolled in the Patient Choice PPO will pay health insurance premiums of seventy five dollars (\$75.00) per month for single plan coverage and one hundred fifty dollars (\$150.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.~~
- ~~(f) All employees enrolled in the WPS Statewide/National PPO paying health insurance premiums of one hundred dollars (\$100.00) per month for single plan coverage and two hundred dollars (\$200.00) per month for family plan coverage effective following ratification of the 2007-2008 contract and an open enrollment period with a target date of August 1, 2007.~~
- ~~(g) The County and the Union agree to reopen the 2007-2008 contract to negotiate the implementation of a Wellness and Disease Management Program if the County implements a Wellness and Disease Management Program with any of its other bargaining units during 2008.~~
- (a) Effective January of 2009, employees enrolled in the PPO shall pay seventy-five dollars (\$75.00) per month toward the monthly cost of a single plan and one hundred fifty dollars (\$150.00) per month toward the monthly cost of a family plan.
- (b) Effective January of 2010, employees enrolled in the PPO shall pay ninety dollars (\$90.00) per month toward the monthly cost of a single plan and one hundred eighty dollars (\$180.00) per month toward the monthly cost of a family plan.
- (c) Effective January of 2011, employees enrolled in the PPO shall pay one hundred ten dollars (\$110.00) per month toward the monthly cost of a single plan and two hundred twenty dollars (\$220.00) per month toward

the monthly cost of a family plan.

- (d) Effective January of 2009, employees enrolled in the HMO shall pay thirty-five dollars (\$35.00) per month toward the monthly cost of a single plan and seventy dollars (\$70.00) per month toward the monthly cost of a family plan.
- (e) Effective January of 2010, employees enrolled in the HMO shall pay fifty dollars (\$50.00) per month toward the monthly cost of a single plan and one hundred dollars (\$100.00) per month toward the monthly cost of a family plan.
- (f) Effective January of 2011, employees enrolled in the HMO shall pay seventy dollars (\$70.00) per month toward the monthly cost of a single plan and one hundred forty dollars (\$140.00) per month toward the monthly cost of a family plan.
- (hg) The appropriate payment shall be made through payroll deductions. When there are not enough net earnings to cover such a required contribution, and the employee remains eligible to participate in a health care plan, the employee must make the payment due within ten working days of the pay date such a contribution would have been deducted. Failure to make such a payment will cause the insurance coverage to be canceled effective the first of the month for which the premium has not been paid.
- (ih) The County shall deduct employees' contributions to health insurance on a pre-tax basis pursuant to a Section 125 Plan. Other benefits may be included in the Section 125 Plan as mutually agreed upon by the County and the Union. Such agreement would be by collateral agreement to this contract.
- (ji) The County shall establish and administer Flexible Spending Accounts (FSA's) for those employees who desire to pre-fund their health insurance costs as governed by IRS regulations. The County retains the right to select a third party administrator.

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

(a) The in-network co-insurance co-payment shall be equal to ten percent (10.00%) of all charges subject to the applicable out-of-pocket maximum,

(b) The out-of-network co-insurance co-payment shall be equal to twenty percent (20.00%) of all charges subject to the applicable out-of-pocket maximum.

(c) Effective January of 2010, the out-of-network co-insurance co-payment shall be equal to thirty percent (30.00%) of all charges subject to the applicable out-of-pocket maximum.

for the term of the successor agreement.

(3) All collateral agreements shall be executed by the appropriate County official and authorized and signed by the Director of Labor Relations.

#### 2.31 DIRECT PAYROLL DEPOSIT

Effective as soon as administratively practicable after the ratification and adoption of this agreement, the Milwaukee County Direct Deposit Program will be utilized by all employees in the bargaining unit.

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(ITEM ) From Director, Division of Labor Relations, submitting documents relating to the tentative agreement with Milwaukee Building & Construction Trades Council AFL-CIO, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the negotiation staff of the Personnel Committee of the Milwaukee County Board of Supervisors and Milwaukee Building & Construction Trades Council AFL-CIO, have reached agreements on all issues relating to wages, hours, and conditions of employment for employees in the bargaining unit represented Milwaukee Building & Construction Trades Council AFL-CIO, and for the period January 1, 2009 through December 31, 2011, modifying the previous agreement in the following respects:

- (1) Providing for the termination of the Agreement on December 31, 2011.
- (2) Providing for all employees enrolled in the PPO health insurance plan shall pay ninety dollars (\$90.00) per month toward the monthly cost of a single plan and one hundred eighty dollars (\$180.00) per month toward the monthly cost of a family plan effective January of 2010.
- (3) Providing for all employees enrolled in the PPO health insurance plan shall pay one hundred ten dollars (\$110.00) per month toward the monthly cost of a single plan and two hundred twenty dollars (\$220.00) per month toward the monthly cost of a family plan effective January of 2011.
- (4) Providing for all employees enrolled in the HMO health insurance plan shall pay thirty-five dollars (\$35.00) per month toward the monthly cost of a single plan and seventy dollars (\$70.00) per month toward the monthly cost of a family plan effective January of 2009.
- (5) Providing for all employees enrolled in the HMO health insurance plan shall pay fifty dollars (\$50.00) per month toward the monthly cost of a single plan and one hundred dollars (\$100.00) per month toward the monthly cost of a family plan effective January of 2010.
- (6) Providing for all employees enrolled in the HMO health insurance plan shall pay seventy dollars (\$70.00) per month toward the monthly cost of a single plan and one hundred forty dollars (\$140.00) per month toward the monthly cost of a family plan effective January of 2011.
- (7) Providing for all employees and/or their dependents enrolled in the PPO health insurance plan the out-of-network co-insurance co-payment shall be equal to thirty percent (30.00%) of all charges subject to the applicable out-of-pocket maximum effective January of 2010.

43 (8) Providing as soon as administratively practicable after the ratification and  
44 adoption of this agreement, The Milwaukee County Direct Deposit Program shall  
45 be utilized by all employees in the bargaining unit.  
46

47  
48 WHEREAS, such agreement was ratified by the membership of Milwaukee  
49 Building & Construction Trades Council AFL-CIO on September XX, 2009; and  
50

51 WHEREAS, the Committee on Finance and Audit, on XXXX XX, 2009,  
52 recommended approval (vote X-X) of Milwaukee Building & Construction Trades  
53 Council AFL-CIO agreement; and  
54

55 WHEREAS, the Committee on Personnel, on ZZZZ ZZ, 2009, recommended  
56 approval (vote X-X) of the Milwaukee Building & Construction Trades Council AFL-CIO  
57 agreement; now, therefore,  
58

59 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby  
60 approves the agreement on wages, benefits and conditions of employment with  
61 Milwaukee Building & Construction Trades Council AFL-CIO which is incorporated  
62 herein by reference to this File No. 09-XXX, and hereby authorizes and directs the  
63 County Executive and the County Clerk to execute the agreement; and  
64

65 BE IT FURTHER RESOLVED that the Director of the Department of  
66 Administration is hereby authorized and directed to prepare and submit appropriation  
67 transfer requests reflecting this agreement at a later date, if necessary.