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#820490

EXECUTED

2002 - 2004
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
FEDERATION OF NURSES AND HEALTH PROFESSIONALS
LOCAL 5001, AFT, AFL-CIO

7/12/01

MILWAUKEE COUNTY
DEPARTMENT OF LABOR RELATIONS
ROOM 302, COURTHOUSE
901 NORTH NINTH STREET
MILWAUKEE, WISCONSIN 53233
414-278-4852

X-12/31/04

eff. 1/1/02

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2002 - 2004

AGREEMENT

BETWEEN

COUNTY OF MILWAUKEE

AND

FEDERATION OF NURSES AND HEALTH PROFESSIONALS

LOCAL 5001, AFT, AFL-CIO

This Agreement made and entered into by and between the County of Milwaukee, a municipal body corporate, as municipal employer, hereinafter referred to as "County" and the Federation of Nurses and Health Professionals, as representatives of employes who are employed by the County of Milwaukee hereinafter referred to as "Federation".

W I T N E S S E T H

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Federation of Nurses and Health Professionals, Local 5001, AFT, AFL-CIO, as the exclusive collective bargaining agent on behalf of bargaining unit classifications, in accordance with the certification of the Wisconsin Employment Relations Commission as amended, made pursuant to Subchapter IV, Chapter 111.70, Wisconsin Statutes.

1.02 BARGAINING UNIT DEFINED

(1) Whenever the term "nurse" is used in this Agreement, it shall mean and include bargaining unit nurses of Milwaukee County in the following classifications: Registered Nurse I, Registered Nurse II, Registered Nurse II Utilization Review, Registered Nurse II (Sheriff's Department), Registered Nurse

II (Mental Health), Registered Nurse II Staff Development, Nurse Practitioner, Clinical Nurse Specialist (Mental Health) and Clinical Nurse Specialist, Mental Health Emergency Service Clinician, RN, Community Service Nurse, RNII-AODA, Staff Development Coordinator, EMS Instructor, RNII Adult Services Division, RNII Department on Aging, Infection Control Practitioner, Regular Pool Nurse (Corrections), RNI (Pool), and RNI-Mental Health (Pool). Whenever the term "employe" is used it shall mean in addition to those set forth above, the following bargaining unit classifications: Forensic Chemist.

(2) When classifications are created which have not been certified by the Wisconsin Employment Relations Commission to any bargaining unit, the employer shall notify the Federation within 30 days of the creation of such classifications and send the copies of the job descriptions of same. Upon request of the Federation, the parties shall meet and attempt to enter into a stipulation of agreement regarding the inclusion or exclusion of the classifications. If the parties reach an agreement, they shall jointly notify the Wisconsin Employment Relations Commission of the agreement and request the Commission to certify the classification(s) as being represented by the Federation. If the parties fail to reach an agreement, either party may petition the Commission for a determination under Chapter 111.70.

1.03 NONDISCRIMINATION

(1) The County and the Union shall not discriminate in any manner whatsoever against any employe or applicant for employment because of handicap, race, sex, age, nationality, political or religious affiliation.

(2) Sexual harassment shall be considered discrimination under this section. Sexual harassment shall mean unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;

b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

(3) The County and the Union agree that the County will take all appropriate action necessary to comply with the Americans With Disabilities Law.

1.04 DURATION OF AGREEMENT

(1) The provisions of this Agreement shall become effective January 1, 2002, unless otherwise herein provided. Unless otherwise modified or extended by mutual agreement of the parties, this

Agreement shall expire on December 31, 2004. If during the term of this Agreement the State Legislature modifies the educational requirements for the licensure of Registered Nurses, the County agrees to meet with the Federation for the singular purpose of negotiating the impact of such legislative action on wages, hours and conditions of employment.

(2) The initial bargaining proposals of the County and the Federation for a successor agreement shall be exchanged prior to September 15, 2004, or at a time mutually agreeable to the parties. Thereafter, negotiations shall be carried on in an expeditious manner and shall continue until all bargainable issues between the parties have been resolved.

1.05 MANAGEMENT RIGHTS

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

In the event a position is abolished as a result of contracting or subcontracting, the County will hold advance discussions with the Federation prior to letting the contract. The Federation's representatives will be advised of the nature, scope of work to be performed, and the reasons why the

County is contemplating contracting out work. Notification for advance discussions shall be in writing and delivered to the President of the Federation by certified mail.

1.06 WORK OF THE BARGAINING UNIT

(1) Employes in classifications not certified by the Wisconsin Employment Relations Commission as being included in this bargaining unit will not normally be required to perform duties which have been exclusively performed by bargaining unit employes.

(2) No commercial pool employes will be assigned work normally performed by members of the bargaining unit without first having made a reasonable attempt to meet the workload with qualified bargaining unit employes.

(3) The County agrees that employes shall normally be assigned job duties consistent with their classification. The general term "all other duties as may be assigned" which appears on the civil service examination announcement is intended to mean duties consistent with the classification and subject to the provisions of sec. 2.09 of this Agreement.

1.07 AFFIRMATIVE ACTION STATEMENT

The County and the Union agree to abide by all of the provisions of the Consent Order in Civil Action No. 74-C-374 in the United States District Court for the Eastern District of Wisconsin in Johnnie G. Jones, et al, vs. Milwaukee County, et al. The County and the Union further agree that when provisions of the Agreement are in conflict with the Consent Order, the provisions of the Consent Order shall be controlling.

By the inclusion of the foregoing language, the Federation of Nurses and Health Professionals reserves any and all rights which it may have to seek clarification of the impact of the consent order in Civil Action No. 74-C-374 in the case of Johnnie G. Jones, et al v. Milwaukee County, et al, in the United States District Court for the Eastern District of Wisconsin; and to the extent that the United States District Court for the Eastern District of Wisconsin shall modify the decision in the referenced case, or provide interpretation of the decision in the referenced case, the rights and opportunities of the Federation regarding affirmative action shall be modified accordingly.

PART 2

2.01 WAGES

(1) Effective December 23, 2001 wages of bargaining unit members shall be increased by two percent (2%). Effective May 26, 2002 a new maximum step will be created in pay ranges 16N, 17NZ, 18N, 21N, 27N and 32NZ which will be $.50 per hour higher than the top step of the respective pay

range and any employe who has performed meritoriously at the top step of the respective pay range for 2,080 hours shall advance to the new maximum step. Effective June 23, 2002 wages of the bargaining unit shall be increased by two percent (2%).

(2) Effective December 22, 2002 wages of bargaining unit members shall be increased by three percent (3%).

(3) Effective December 21, 2003 wages of bargaining unit members shall be increased by two percent (2%). Effective June 20, 2004 wages of bargaining unit members shall be increased by two percent (2%).

(4) The County may reopen the Agreement at any time during its term for the sole purpose of discussing economic benefits.

(5) The following formula is established for payment of steps in the range to employes:

Years Of Recent Experience	Hiring Step
0 - 1	First Step
1 - 2	Second Step
2 - 3	Third Step
3 - 4	Fourth Step
More than 4 years	Fifth Step

(6) Payment of steps in the range other than as above requires the approval of the Director of Human Resources.

(7) The Federation of Nurses and Health Professionals shall be notified of any petition of the Director of Human Resources to modify or deviate from the above formula.

(8) Employes hired at a step in the pay range higher than the first on account of certified experience shall be paid the appropriate rate from date of hire.

(9) Employes shall advance from one step in the range to the next higher step based upon meritorious performance at each step of at least 2,080 hours of straight time hours worked and upon completion of a performance appraisal by the appointing authority or designee.

(10) All positions of Registered Nurse II (Sheriff's Department) pay range 21N, which are vacant as of, or become vacant after, January 1, 1991 shall immediately be reallocated to pay range 18N and be retitled to Registered Nurse II. Incumbents of positions authorized as Registered Nurse II (Sheriff's Department) who accept an appointment to a position in a lower pay range shall receive a rate of pay closest to, but no greater than, the rate of pay received as a Registered Nurse II (Sheriff's Department).

2.011 ADVANCED PRACTICE NURSES

WAGE RATES NURSES HEALTH CARE PROFESSIONALS

16N 12/24/2000

STEP	HOURL	BIWEEKLY	ANNUAL
1	14.8863	1,190.90	31,082.59
2	15.7858	1,262.86	32,960.75
3	16.5592	1,324.74	34,575.61
4	17.1633	1,373.06	35,836.97
5	17.8382	1,427.06	37,246.16
6	18.2037	1,456.30	38,009.33
7	18.6815	1,494.52	39,006.97
8	19.9890	1,599.12	41,737.03
9	21.1838	1,694.70	44,231.77
10	22.2380	1,779.04	46,432.94

2001 Effective 04/01/2001

STEP	HOURLY	BIWEEKLY	ANNUAL
1	17.8382	1,427.06	37,246.16
2	18.2037	1,456.30	38,009.33
3	18.6815	1,494.52	39,006.97
4	19.9890	1,599.12	41,737.03
5	21.1838	1,694.70	44,231.77
6	22.2380	1,779.04	46,432.94
7	22.6828	1,814.62	47,361.60

2001 Effective 09/30/2001 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	18.1950	1,455.60	37,991.08
2	18.5678	1,485.42	38,769.51
3	19.0551	1,524.41	39,787.11
4	20.3888	1,631.10	42,571.77
5	21.6075	1,728.60	45,116.41
6	22.6828	1,814.62	47,361.60
7	23.1364	1,850.91	48,308.83

2002 Effective 12/23/2001 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	18.5589	1,484.71	38,750.91
2	18.9391	1,515.13	39,544.90
3	19.4362	1,554.90	40,582.85
4	20.7966	1,663.72	43,423.21
5	22.0396	1,763.17	46,018.74
6	23.1364	1,850.91	48,308.83
7	23.5991	1,887.93	49,275.01

2002 Effective 06/23/2002 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	18.9300	1,514.40	39,525.92
2	19.3179	1,545.43	40,335.80
3	19.8250	1,586.00	41,394.51
4	21.2125	1,697.00	44,291.67
5	22.4804	1,798.43	46,939.11
6	23.5991	1,887.93	49,275.01
7	24.0711	1,925.69	50,260.51

2003 Effective 12/22/2002 3%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	19.4979	1,559.84	40,711.70
2	19.8974	1,591.80	41,545.87
3	20.4197	1,633.58	42,636.35
4	21.8489	1,747.91	45,620.42
5	23.1548	1,852.39	48,347.29
6	24.3071	1,944.57	50,753.26
7	24.7933	1,983.46	51,768.33

2004 Effective 12/21/2003 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	19.8879	1,591.03	41,525.94
2	20.2954	1,623.63	42,376.79
3	20.8281	1,666.25	43,489.07
4	22.2858	1,782.87	46,532.83
5	23.6179	1,889.43	49,314.23
6	24.7933	1,983.46	51,768.33
7	25.2891	2,023.13	52,803.69

2004 Effective 06/20/2004 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	20.2857	1,622.85	42,356.46
2	20.7013	1,656.10	43,224.33
3	21.2447	1,699.57	44,358.85
4	22.7316	1,818.52	47,463.49
5	24.0903	1,927.22	50,300.52
6	25.2891	2,023.13	52,803.69
7	25.7949	2,063.59	53,859.77

17NZ 12/24/2000

STEP	HOURL	BIWEEKLY	ANNUAL
1	15.7775	1,262.20	32,943.42
2	16.5558	1,324.46	34,568.51
3	17.1528	1,372.22	35,815.05
4	17.8244	1,425.95	37,217.35
5	18.1868	1,454.94	37,974.04
6	18.6772	1,494.18	38,997.99
7	19.9778	1,598.22	41,713.65
8	21.1718	1,693.74	44,206.72
9	22.2272	1,778.18	46,410.39
10	23.1866	1,854.93	48,413.62

2001 Effective 04/01/2001

STEP	HOURLY	BIWEEKLY	ANNUAL
1	18.1868	1,454.94	37,974.04
2	18.6772	1,494.18	38,997.99
3	19.9778	1,598.22	41,713.65
4	21.1718	1,693.74	44,206.72
5	22.2272	1,778.18	46,410.39
6	23.1866	1,854.93	48,413.62
7	23.6503	1,892.03	49,381.89

2001 Effective 09/30/2001 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	18.5505	1,484.04	38,733.52
2	19.0507	1,524.06	39,777.95
3	20.3774	1,630.19	42,547.92
4	21.5952	1,727.62	45,090.85
5	22.6717	1,813.74	47,338.60
6	23.6503	1,892.03	49,381.89
7	24.1233	1,929.87	50,369.53

2002 Effective 12/23/2001 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	18.9215	1,513.72	39,508.19
2	19.4318	1,554.54	40,573.51
3	20.7849	1,662.79	43,398.88
4	22.0271	1,762.17	45,992.67
5	23.1252	1,850.01	48,285.37
6	24.1233	1,929.87	50,369.53
7	24.6058	1,968.46	51,376.92

2002 Effective 06/23/2002 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	19.3000	1,544.00	40,298.35
2	19.8204	1,585.63	41,384.98
3	21.2006	1,696.05	44,266.86
4	22.4677	1,797.41	46,912.52
5	23.5877	1,887.01	49,251.08
6	24.6058	1,968.46	51,376.92
7	25.0979	2,007.83	52,404.46

2003 Effective 12/22/2002 3%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	19.8790	1,590.32	41,507.30
2	20.4150	1,633.20	42,626.53
3	21.8366	1,746.93	45,594.86
4	23.1417	1,851.34	48,319.90
5	24.2953	1,943.63	50,728.61
6	25.3440	2,027.52	52,918.23
7	25.8509	2,068.07	53,976.59

2004 Effective 12/21/2003 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	20.2766	1,622.12	42,337.45
2	20.8233	1,665.86	43,479.06
3	22.2734	1,781.87	46,506.76
4	23.6045	1,888.36	49,286.30
5	24.7812	1,982.50	51,743.19
6	25.8509	2,068.07	53,976.59
7	26.3679	2,109.43	55,056.13

2004 Effective 06/20/2004 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	20.6821	1,654.57	43,184.20
2	21.2398	1,699.18	44,348.64
3	22.7188	1,817.51	47,436.89
4	24.0766	1,926.13	50,272.02
5	25.2768	2,022.15	52,778.05
6	26.3679	2,109.43	55,056.13
7	26.8952	2,151.62	56,157.25

18N 12/24/2000

STEP	HOURL	BIWEEKLY	ANNUAL
1	17.1633	1,373.06	35,836.97
2	17.8382	1,427.06	37,246.16
3	18.2037	1,456.30	38,009.33
4	18.6815	1,494.52	39,006.97
5	19.9890	1,599.12	41,737.03
6	21.1838	1,694.70	44,231.77
7	22.2380	1,779.04	46,432.94
8	23.1937	1,855.50	48,428.45
9	24.2481	1,939.85	50,630.03

2001 Effective 04/01/2001

STEP	HOURLY	BIWEEKLY	ANNUAL
1	19.9890	1,599.12	41,737.03
2	21.1838	1,694.70	44,231.77
3	22.2380	1,779.04	46,432.94
4	23.1937	1,855.50	48,428.45
5	24.2481	1,939.85	50,630.03
6	24.7331	1,978.64	51,642.63

2001 Effective 09/30/2001 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	20.3888	1,631.10	42,571.77
2	21.6075	1,728.60	45,116.41
3	22.6828	1,814.62	47,361.60
4	23.6576	1,892.61	49,397.01
5	24.7331	1,978.64	51,642.63
6	25.2277	2,018.22	52,675.49

2002 Effective 12/23/2001 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	20.7966	1,663.72	43,423.21
2	22.0396	1,763.17	46,018.74
3	23.1364	1,850.91	48,308.83
4	24.1307	1,930.46	50,384.95
5	25.2277	2,018.22	52,675.49
6	25.7323	2,058.58	53,729.00

2002 Effective 06/23/2002 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	21.2125	1,697.00	44,291.67
2	22.4804	1,798.43	46,939.11
3	23.5991	1,887.93	49,275.01
4	24.6133	1,969.07	51,392.65
5	25.7323	2,058.58	53,729.00
6	26.2469	2,099.75	54,803.58

2003 Effective 12/22/2002 3%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	21.8489	1,747.91	45,620.42
2	23.1548	1,852.39	48,347.29
3	24.3071	1,944.57	50,753.26
4	25.3517	2,028.14	52,934.43
5	26.5042	2,120.34	55,340.87
6	27.0343	2,162.75	56,447.68

2004 Effective 12/21/2003 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	22.2858	1,782.87	46,532.83
2	23.6179	1,889.43	49,314.23
3	24.7933	1,983.46	51,768.33
4	25.8588	2,068.70	53,993.12
5	27.0343	2,162.75	56,447.68
6	27.5750	2,206.00	57,576.64

2004 Effective 06/20/2004 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	22.7316	1,818.52	47,463.49
2	24.0903	1,927.22	50,300.52
3	25.2891	2,023.13	52,803.69
4	26.3760	2,110.08	55,072.98
5	27.5750	2,206.00	57,576.64
6	28.1265	2,250.12	58,728.17

21N 12/24/2000

STEP	HOURL	BIWEEKLY	ANNUAL
1	19.4827	1,558.62	40,679.88
2	20.1855	1,614.84	42,147.32
3	20.9589	1,676.71	43,762.18
4	21.7600	1,740.80	45,434.88
5	23.1376	1,851.01	48,311.31
6	24.5994	1,967.95	51,363.55

2001 Effective 04/01/2001

STEP	HOURLY	BIWEEKLY	ANNUAL
1	20.1855	1,614.84	42,147.32
2	20.9589	1,676.71	43,762.18
3	21.7600	1,740.80	45,434.88
4	23.1376	1,851.01	48,311.31
5	24.5994	1,967.95	51,363.55
6	25.0914	2,007.31	52,390.82

2001 Effective 09/30/2001 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	20.5892	1,647.14	42,990.27
2	21.3781	1,710.25	44,637.43
3	22.1952	1,775.62	46,343.58
4	23.6004	1,888.03	49,277.53
5	25.0914	2,007.31	52,390.82
6	25.5932	2,047.46	53,438.63

2002 Effective 12/23/2001 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	21.0010	1,680.08	43,850.08
2	21.8056	1,744.45	45,530.18
3	22.6391	1,811.13	47,270.45
4	24.0724	1,925.79	50,263.09
5	25.5932	2,047.46	53,438.63
6	26.1051	2,088.41	54,507.41

2002 Effective 06/23/2002 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	21.4210	1,713.68	44,727.08
2	22.2418	1,779.34	46,440.78
3	23.0919	1,847.35	48,215.86
4	24.5538	1,964.30	51,268.35
5	26.1051	2,088.41	54,507.41
6	26.6272	2,130.17	55,597.56

2003 Effective 12/22/2002 3%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	22.0636	1,765.09	46,068.89
2	22.9090	1,832.72	47,834.00
3	23.7846	1,902.77	49,662.33
4	25.2904	2,023.23	52,806.40
5	26.8882	2,151.06	56,142.63
6	27.4260	2,194.08	57,265.48

2004 Effective 12/21/2003 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	22.5049	1,800.39	46,990.27
2	23.3672	1,869.37	48,790.68
3	24.2603	1,940.83	50,655.58
4	25.7962	2,063.70	53,862.53
5	27.4260	2,194.08	57,265.48
6	27.9745	2,237.96	58,410.79

2004 Effective 06/20/2004 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	22.9550	1,836.40	47,930.07
2	23.8345	1,906.76	49,766.50
3	24.7455	1,979.64	51,668.69
4	26.3122	2,104.97	54,939.78
5	27.9745	2,237.96	58,410.79
6	28.5340	2,282.72	59,579.01

27N 12/24/2000

STEP	HOURL	BIWEEKLY	ANNUAL
1	22.4948	1,799.58	46,969.14
2	23.4711	1,877.69	49,007.66
3	24.5881	1,967.05	51,339.95
4	25.6937	2,055.50	53,648.45
5	26.8086	2,144.69	55,976.36

2001 Effective 04/01/2001

STEP	HOURLY	BIWEEKLY	ANNUAL
1	23.4711	1,877.69	49,007.66
2	24.5881	1,967.05	51,339.95
3	25.6937	2,055.50	53,648.45
4	26.8086	2,144.69	55,976.36
5	27.3448	2,187.58	57,095.88

2001 Effective 09/30/2001 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	23.9405	1,915.24	49,987.81
2	25.0799	2,006.39	52,366.75
3	26.2076	2,096.61	54,721.41
4	27.3448	2,187.58	57,095.88
5	27.8917	2,231.33	58,237.80

2002 Effective 12/23/2001 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	24.4193	1,953.55	50,987.57
2	25.5815	2,046.52	53,414.09
3	26.7317	2,138.54	55,815.84
4	27.8917	2,231.33	58,237.80
5	28.4495	2,275.96	59,402.56

2002 Effective 06/23/2002 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	24.9077	1,992.62	52,007.32
2	26.0931	2,087.45	54,482.37
3	27.2664	2,181.31	56,932.16
4	28.4495	2,275.96	59,402.56
5	29.0185	2,321.48	60,590.61

2003 Effective 12/22/2002 3%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	25.6550	2,052.40	53,567.54
2	26.8759	2,150.07	56,116.84
3	28.0844	2,246.75	58,640.12
4	29.3030	2,344.24	61,184.63
5	29.8890	2,391.12	62,408.33

2004 Effective 12/21/2003 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	26.1680	2,093.44	54,638.89
2	27.4134	2,193.07	57,239.18
3	28.6460	2,291.68	59,812.93
4	29.8890	2,391.12	62,408.33
5	30.4868	2,438.95	63,656.49

2004 Effective 06/20/2004 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	26.6914	2,135.31	55,731.67
2	27.9617	2,236.93	58,383.96
3	29.2190	2,337.52	61,009.19
4	30.4868	2,438.95	63,656.49
5	31.0966	2,487.73	64,929.62

32NZ 12/24/2000

STEP	HOURL	BIWEEKLY	ANNUAL
1	24.5881	1,967.05	51,339.95
2	25.8980	2,071.84	54,075.02
3	27.0634	2,165.07	56,508.38
4	28.2525	2,260.20	58,991.22
5	29.4208	2,353.66	61,430.63
6	30.8379	2,467.03	64,389.54

2001 Effective 04/01/2001

STEP	HOURLY	BIWEEKLY	ANNUAL
1	25.8980	2,071.84	54,075.02
2	27.0634	2,165.07	56,508.38
3	28.2525	2,260.20	58,991.22
4	29.4208	2,353.66	61,430.63
5	30.8379	2,467.03	64,389.54
6	31.4547	2,516.37	65,677.33

2001 Effective 09/30/2001 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	26.4160	2,113.28	55,156.52
2	27.6047	2,208.37	57,638.55
3	28.8176	2,305.40	60,171.04
4	30.0092	2,400.74	62,659.24
5	31.4547	2,516.37	65,677.33
6	32.0838	2,566.70	66,990.87

2002 Effective 12/23/2001 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	26.9443	2,155.54	56,259.65
2	28.1568	2,252.54	58,791.32
3	29.3939	2,351.51	61,374.47
4	30.6094	2,448.75	63,912.43
5	32.0838	2,566.70	66,990.87
6	32.7254	2,618.03	68,330.69

2002 Effective 06/23/2002 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	27.4832	2,198.65	57,384.85
2	28.7199	2,297.59	59,967.14
3	29.9818	2,398.54	62,601.95
4	31.2216	2,497.73	65,190.68
5	32.7254	2,618.03	68,330.69
6	33.3799	2,670.39	69,697.30

2003 Effective 12/22/2002 3%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	28.3077	2,264.61	59,106.39
2	29.5815	2,366.52	61,766.16
3	30.8812	2,470.50	64,480.01
4	32.1582	2,572.66	67,146.40
5	33.7072	2,696.58	70,380.61
6	34.3813	2,750.51	71,788.22

2004 Effective 12/21/2003 2%

STEP	HOURL	BIWEEKLY	ANNUAL
1	28.8738	2,309.91	60,288.52
2	30.1731	2,413.85	63,001.48
3	31.4989	2,519.91	65,769.61
4	32.8014	2,624.11	68,489.32
5	34.3813	2,750.51	71,788.22
6	35.0690	2,805.52	73,223.99

2004 Effective 06/20/2004 2%

STEP	HOURLY	BIWEEKLY	ANNUAL
1	29.4513	2,356.10	61,494.29
2	30.7766	2,462.13	64,261.51
3	32.1288	2,570.31	67,085.01
4	33.4574	2,676.59	69,859.11
5	35.0690	2,805.52	73,223.99
6	35.7703	2,861.63	74,688.47

1/15/01

(1) Advanced Practice Nurses who have been credentialed as Advanced Practice Nurse Prescriber and who are performing this function shall be paid an additional two dollars and fifty cents ($2.50) per hour for all hours worked effective pay period thirteen (13) in 2001.

(2) The County agrees to pay for the costs of obtaining state certification and the DEA certificate for Advanced Practice Nurse Prescribers.

2.02 OVERTIME

(1) Overtime shall be defined as hours worked in excess of 8 per day or 40 per week for all bargaining unit employes. Overtime shall be compensated or liquidated at time and one-half unless otherwise specified in this Contract.

(2) Employes shall have the option of accumulating compensatory time in lieu of cash. Such compensatory time may be liquidated only with the consent of the department head. Accrued compensatory time may be paid in cash at the employe's discretion, by notification to the payroll department. If accrued compensatory time is not liquidated within 13 pay periods, the unliquidated balance shall be compensated in cash. Compensatory time shall be limited in accordance with the Fair Labor Standards Act.

(3) Every reasonable effort shall be made to meet overtime needs on a voluntary basis. Such overtime will be offered to the most senior qualified employe on a rotating basis.

(4) Mandatory overtime shall be assigned on a rotating basis in the inverse order of seniority among employes in the appropriate classification who are qualified to perform the work. Any employe who has voluntarily worked four (4) hours of overtime or more shall be considered as having worked one mandatory overtime shift for rotation purposes. For the purpose of this section, employes on a pro-rata or half-time status shall receive credit on the mandatory list for all extra 8-hour shifts worked. Employes shall be assigned in rotation from the mandatory list regardless of whether the shift is paid on an overtime or extra shift basis. Extra shifts are those worked in addition to the posted schedule.

(5) Employes on authorized leave of absence shall not be called for mandatory overtime.

(6) Employes notified that they must be available for mandatory overtime shall receive standby pay from the time of such notification until either notified to report for work or notified that they are no longer being required to report for work.

(7) Every reasonable effort will be made to avoid assigning employes to 16 consecutive hours of duty.

(8) New employes shall be added to the list for mandatory overtime and take their place in the rotation as soon as they are qualified to perform the work.

(9) Every reasonable effort will be made to replace scheduled employes

unable to report for duty with employes of the same classification.

(10) Mandatory overtime shall be compensated twice the base rate of pay.

(11) Employes shall not be called from home for mandatory overtime.

2.03 STANDBY PAY

(1) Employes on standby duty shall receive $1.25 per hour for all hours scheduled. If called in while on standby, the employe shall be paid a minimum of 4 hours' pay at the overtime rate for work in one session and additional pay at the overtime rate for all work in excess of 4 hours in one session.

(2) For purposes of this section, "standby" shall mean the employe, at the direction of the employer, is required to be available for work upon notice during a specified period of time. Failure of the employe to respond when called shall be cause for forfeiture of standby pay and disciplinary action where the employe is unable to furnish acceptable justification for her failure to respond.

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

(4) If an employe is called back within one (1) hour of completing a prior standby call, they shall receive overtime for the actual hours worked, rather than an additional 4 hours pay as noted in 2.03(1).

2.04 CALL IN PAY

(1) An employe called in to work outside of the employe's regularly scheduled shift shall be credited with a minimum of 3 hours or the number of hours actually worked, whichever is greater.

(2) Call in shall not apply to hours worked outside of an employe's regularly scheduled shift when such hours are an extension of said shift.

(3) If an employe is called in one-half hour or less prior to starting time, the employe shall be paid for 8 hours if 7-1/2 hours are worked.

2.05 SHIFT DIFFERENTIAL

Effective upon ratification employes shall receive shift differential of $1.50 per hour for all hours worked during shifts beginning between 1:30 p.m. and 11:00 p.m. provided employes whose shifts do not begin as indicated above shall be paid $1.50 per hour for all hours worked between 6:00 p.m. and 11:00 p.m. For those employes who work overtime from day shift to P.M. shift to meet staffing requirements, $1.50 per hour shift differential shall be paid from the beginning of the P.M. shift. Employes working 10 or 12 hour scheduled shifts in units with 24 hour coverage shall receive $1.50 for

all hours worked between 3:15 p.m. and 11:00 p.m. Employes shall receive $2.50 per hour for all hours worked between 11:00 p.m. and 7:00 a.m. Shift premium, when earned, shall be added to the employe's regular rate for purposes of determining overtime compensation.

2.06 SHIFT SELECTION

(1) Every effort will be made to grant requests for permanent assignment to PM's and nights where such vacancies exist. Remaining vacancies on the PM and night shift shall be filled by rotating AM staff. Every reasonable effort will be made to:

(a) Grant employe requests for rotation to a specific shift;

(b) Maintain shift assignments. When an employe is removed from a straight shift assignment the employe will be given notice of the change and the reason for it as much in advance as practicable.

(c) Schedule 10 hours off duty between assigned shifts.

(2) The County agrees with the concept of rotating less senior nurses more frequently than nurses with greater seniority, within each calendar month, except at the Sheriff's Department which shall be a four (4) week period. Toward this end, every reasonable effort will be made to rotate senior nurses less frequently than nurses with lower seniority and to keep rotation at a minimum for those nurses with more than 10,000 hours of seniority. As a general practice, in departments where rotation is required, nurses with over 15 years of seniority will not be required to rotate.

(3) Work schedules shall cover a calendar month, except at the Sheriff's Department which shall be for a four (4) week period and all schedules shall be posted two weeks in advance of the effective date of the schedule. Every effort will be made to keep schedule changes to a minimum, but when schedule changes are necessitated, affected employes shall be notified prior to such change.

(4) No employe shall be rotated from days to both the PM and night shift during the calendar month, except at the Sheriff's Department which shall be a four week period schedule without the employe's permission.

(5) No members of the bargaining unit, full or part time, will be required to change their normal assignment or shift to accommodate the scheduling of commercial or in-house pool.

2.07 WEEKEND DIFFERENTIAL

Employes shall be paid a weekend differential of $1.00 per hour for all hours worked during shifts beginning at or after 6:30 a.m. Saturday and ending at or before 7:15 a.m. Monday.

2.071 WEEKEND PROGRAM

The County agrees to establish a weekend program for Registered Nurses on a 12 month trial basis renewable only upon agreement of the parties.

1. Scheduling for the weekend program shall be for 24 hours as follows:

   12-hour shifts:

Saturday, Sunday	Days
Friday, Saturday	Nights

   8-hour shifts:

Friday, Saturday, Sunday	Days, PMs or Nights

2. Employes in the Weekend Program will be paid the following per hour Weekend Premiums:

12-hour Day/PM	$8.00 per hour
12-hour PM/NOC	$10.00 per hour
8-hour Days	$8.00 per hour
8-hour PMs	$9.00 per hour
8-hour NOCs	$9.00 per hour

   The Weekend Program Differential is paid in addition to the base rate of pay for hours worked during select weekend shifts. No additional weekend or shift differential will be paid. Any additional hours worked during non-weekend shifts will be paid at the base rate of pay plus any appropriate differentials.

3. Employes regularly scheduled for a Weekend Program must be willing and able to make a minimum six-month commitment to the program.

4. Employes in the Weekend Program are limited to one weekend off in each 12 week period. Employes may be granted additional weekends off if the manager determines staffing is sufficient to accommodate the request.

5. Overtime will be paid for hours worked in excess of 40 per week or in excess of 12 hours worked per day for 12-hour employes and 8 hours worked per day for 8-hour employes. In the event that an employe works a non-Weekend Program shift, regular overtime provisions will apply.

6. Earned vacation time may be taken on either the quarterly weekend off, or as paid vacation on weekdays.

2.08 CHANGE OF ASSIGNMENT

(1) When an employe is required to work in a department or ward where the employe is not presently assigned, such change of assignment shall be on a rotation basis beginning with the least senior qualified employe on the same shift having completed initial orientation from the area best able to operate with reduced staff before the need is filled in any other manner.

(2) Such change of assignment shall not extend beyond one month without the employe's approval.

(3) Employes affected by reassignment shall be oriented to the new area.

(4) When two or more employes are reassigned to another department or ward, the most senior employe shall be returned to the employe's department or ward first, if the employe so requests.

(5) Both parties understand as a matter of principle that when a nurse is reassigned to another unit, the employe should not be placed in a position in which the employe could not provide safe patient care. If the nurse objects to the assignment, the nurse will verbally inform the appointing authority of the reasons for the objection. If the assignment is not rescinded, the nurse will fulfill the assignment to the best of the nurse's ability. It is understood that the Hospital will assume full responsibility for the assignment.

When reassigned to another unit, a nurse shall receive instruction necessary to carry out the assignment.

Registered Nurses I and II at the Mental Health Complex volunteering to be reassigned shall be paid an additional $2.50 per hour for all hours worked in the reassigned area.

Management will determine the areas involved in the reassignment. Voluntary assignment will be offered to the most senior employe on a rotating basis. This premium payment when earned shall not be added to the employe's regular hourly rate for the purposes of determining overtime compensation and such payment shall not be pensionable.

2.09 TEMPORARY ASSIGNMENTS

(1) Employes may be assigned to perform the duties of a position in a higher classification and shall be paid as though promoted to the higher classification under the following conditions:

(a) Such assignment is made in writing on the Temporary Assignment Form; provided, however, that the omission of such written assignment shall not bar a grievance requesting pay for work in the higher classification.

(b) Such employe works in the higher classification for not less than 3 consecutively scheduled working days. Paid time off shall not be included in the computation of the 3 consecutive scheduled working days but said days shall not be interrupted thereby, and

(c) Such employe performs the normal duties and assumes the responsibility of the incumbent of that position during the period of the assignment.

(d) If the position is permanently vacant and a certification request has been forwarded to the Department of Human Resources, a temporary assignment may be made and may continue for no more than 90 days after the Director of Human Resources has provided a certified list of candidates eligible for appointment to the vacancy.

(e) If the position is temporarily vacant, a temporary assignment may be made for the duration of the temporary vacancy, but shall not exceed one year.

(2) Employes who accrue compensatory time while on temporary assignment shall liquidate such time at the rate of pay of the classification to which assigned to the time of liquidation.

(3) The provisions of this section shall not be used to assign employes to non-bargaining unit positions.

2.10 AUTO ALLOWANCE

(1) The County shall compensate employes for the use of their personal automobiles and motorcycles on County business when so directed by their supervisor. Such compensation shall be at the rate of 32.5 cents per mile for each mile traveled by automobile or 32.5 cents per mile traveled by motorcycle for each mile traveled on County business.

(2) If the Federal Government for purposes of expense reimbursement of its own employes adopts a figure different than the above rates the County shall do likewise within 30 days of such adoption.

(3) Any employe who uses public transportation on County business shall be reimbursed for each official trip taken and paid for by the employe. The employe shall be reimbursed for each such trip at the rate of a single fare bus ticket, but the total reimbursement for each week shall not exceed the rate for a single zone weekly bus pass. The pay for the use of public transportation shall be made each month on a voucher of the amount due signed by the employe and approved by the head of the department to which the employe is assigned.

2.101 CORPORATE TRANSIT PASS PROGRAM

Upon implementation of the Corporate Transit Pass Program by Milwaukee County, Milwaukee County agrees to offer the program to the members of the Federation. The program would be identical to the Milwaukee County Transit System Corporate Pass Program in which the cost of a weekly pass, $10.50 per week is discounted 20% from an annual fee of $525 (for 50 weeks) to $420.

The County, as the employer would pay $240, or $20 per month, per employe toward the cost of the pass, while the employe would be charged $180, or $15 per month.

2.11 RETIREMENT SYSTEM

(1) For employes hired on and after January 1, 1982, the provisions of Chapter 201.24, Employe Retirement System, shall be modified as follows:

(a) Final average salary means the average annual earnable compensation for the 5 consecutive years of service during which the employe's earnable compensation was the highest or, if the employe should have less than 5 years of service, then the employe's average annual earnable compensation during such period of service. Effective December 22, 2002 (pay period one of 2003) final average salary means the three highest consecutive years of earnable compensation.

(b) An employe who meets the requirements for a normal pension shall receive an amount equal to 1-1/2 percent of the employe's final average salary multiplied by the number of years of service.

(c) All pension service credit earned on and after January 1, 2001 shall be credited in an amount equal to 2% of the employee's final average salary. For each year of service credit earned after January 1, 2001, eight (8) years of service credit earned prior to January 1, 2001 shall be credited at 2% of the employee's final average salary. This provision shall not apply to a member of the Employes' Retirement System who became a member of the system on or after January 1, 1982 and as of January 1, 2001 is either eligible for a deferred vested pension benefit or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit. Said credit shall be awarded on a daily basis.

(d) Any employe whose last period of continuous membership began on or after January 1, 1982, shall not be eligible for a deferred vested pension if the employe's employment is terminated prior to the employe's completion of 5 years of service.

(2) Employe-members retiring after February 18, 1982 shall be eligible for a normal pension if employe's employment is terminated on or after employe has attained age 55 and has completed 30 years of service; or if the employe's employment is terminated on or after the employe has attained age 60 and has completed 5 years of service, or if employe's age and pension credits equal 75.

(3) In the event of the death of an employe-member in active service prior to age 60 and after completing at least 10 years of service, employe's surviving dependent spouse or child shall receive a

survivor pension. This provision shall apply to all employe-members hired on or after February 18, 1982. Effective January 1, 2001 this shall be at least 5 years of service.

(4) Retention Incentive Bonus. Members of the System whose membership began prior to January 1, 1982, and as of January 1, 2001, are either actively employed or on an approved leave of absence, shall have their final average salary increased by a bonus of 7.5% for each year of pension service credit earned after January 1, 2001. Said bonus shall be credited on a daily basis and the maximum bonus which can be added to an eligible member's final average salary shall not exceed 25%. This provision shall not apply to a member of the Employee's Retirement System who became a member of the System prior to January 1, 1982, and as of January 1, 2001 is either eligible for a deferred vested benefit under 201.24 (4.5) or is receiving a pension benefit, unless such member returns to active County employment and is eligible to earn additional pension service credit.

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

Emergency appointment, full time

Emergency appointment, part time

(6) Overtime worked after January 1, 1987 shall not be included in the computation of final average salary.

(7) A member of the retirement system shall be eligible for an accidental disability pension if the employe's employment is terminated prior to the employe's normal retirement age by reason of total and permanent incapacity for any duty as the natural and proximate result of an accident occurring at some definite time and place while in the actual performance of duty. The last payment shall be made, if disability ceases prior to the employ's normal retirement date, the first day of the month in which the disability ceases.

Disability shall be considered total and permanent if the Medical Board, after a medical examination of such member, shall certify that such member is mentally or physically incapacitated to perform any job that they are reasonably suited for by means of education, training, or experience.

Disability must be as a result of such service accident and such incapacity is likely to be permanent. A member shall not be entitled to both accidental disability pension and ordinary disability pension. A member who meets the requirements for an accidental disability pension shall receive an amount computed in the same manner as a normal pension considering the employe's earnable compensation and service prior to retirement but no less than 60% of the employe's final average salary.

(8) Employes retiring on and after January 1, 1991 shall be entitled to pension service credit for military service under Section 201.24 II(10) of the employes' Retirement System as amended by the County Board of Supervisors through File #85-583(a), notwithstanding the effective date indicated in the amendment.

(9) The following shall apply only to members of the Employe's Retirement System prior to January 1, 1997, and does not apply to employes who become members of the Employes' Retirement System on and after January 1, 1997:

Members who retire on and after January 1, 1997 shall be eligible for a normal pension when the age of the member when added to his/her years of service equals 75, but this provision shall not apply to any member eligible under 4.5 of Chapter 201, Employes' Retirement System of the County of Milwaukee.

(10) Members who hold positions for which membership in the Employes' Retirement System is optional and opt for such membership, shall have pension service credit earned after January 1, 2001 credited at 2%. However, such service credit shall not result in a multiplier increase for service credit earned prior to January 1, 2001 nor shall such service credit qualify the member for a retention incentive bonus. A member who is 55 years of age and has 15 years of credited service may elect to receive early reduced retirement benefits. The member would be entitled to a benefit equal to the normal retirement with a lifetime reduction of five (5) percent for each year prior to the normal retirement date.

(11) SICK ALLOWANCE BALANCE ON RETIREMENT

(a) Members of the Employees Retirement System, whose membership began prior to September 27, 1995 shall receive full payment of all accrued sick allowance at the time of retirement. Such payment shall be made in a lump sum, and shall not be included in the calculation of the member's final average salary for pension calculation purposes. If permissible under IRS provisions, such payment shall be placed in a "back drop account" in the Employees Retirement System. The provisions of this section shall not apply to a member who is eligible for a deferred retirement benefit under section 4.5 of 201.24 of the Employes' Retirement System.

(b) Members of the Employees Retirement System whose membership began on or after September 27, 1995 are not eligible for County paid health insurance after retirement, but shall have the full value of their accrued sick allowance at the time of

retirement (total hours accrued times the hourly rate at the time of retirement) credited toward the cost of health insurance after retirement. When the amount credited is exhausted, the member or eligible beneficiary may opt to continue their participation in the County Group Health Benefit Program upon payment of the full monthly cost. The provisions of this section shall not apply to a member who is eligible for a deferred retirement benefit under section 4.5 of 201.24 of the Employes' Retirement System.

(c) These provisions of the Sick Allowance Balance on Retirement are only available to employes who have completed their last day of work on or after January 1, 2001, and/or who have filed an application for retirement on or after January 1, 2001.

(12) BACK DROP PENSION BENEFIT

The provisions of this section shall apply to any employee whose application to retire is effective after January 1, 2001; but shall not apply to any member of the Employee Retirement System who is eligible for a deferred pension benefit under 201.24(4.5). Upon retirement, an employee may opt for a "back drop" pension benefit as follows:

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

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

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

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

(2) The member shall begin to receive monthly payments of the "monthly drop

benefit" (plus the 2% annual pension increase).

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

(13) Complete details of the pension plan are described in a separate booklet and in County Ordinances.

2.12 SICK LEAVE

(1) Employes may be given leave of absence with pay for illness or disability of 3.7 hours for each pay period, or a proportionate credit for employes who regularly work less than 40 hours per week; provided, however, that such credit shall be canceled for each pay period in which the employe is absent without pay for more than 3/8 of the required hours except absences due to disability in line of duty or leave for military service; and further provided that:

(a) Reasons for the absence and the good faith of the employe in taking such leave shall be supported by such reasonable evidence as may be required by the appointing authority including a physician's certificate, personal affidavit, or by other means; and

(b) That when the illness or disability of an employe is such as may make it necessary to take leave of absence of more than 3 days, a statement shall be made to the appointing authority in writing from a licensed physician or from an authorized Christian Science practitioner, stating the period of time the employe was unable to work because of illness or disability, including a statement that the employe is free of communicable disease.

(2) Such leave of absence with pay shall accrue during the first six months of service but shall not be granted until the completion of six months of service, unless injury or disability is incurred in line of duty.

(3) Employes working less than full time and eligible to accumulate sick leave shall be granted leave of absence with pay for illness or disability on any regularly scheduled day when unable to work due to illness or disability. Illness or disability on scheduled workdays in addition to the employe's regular schedule shall not qualify for paid sick leave.

(4) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be taken for the purpose of enabling employes to receive non-emergency medical attention during duty hours, Such leave may be allowed for scheduled appointments for any type of medical or dental care, provided that the employe has given 24 hours or more notice to the supervisor of the date and time of the appointment. This modification in the use of sick leave recognizes the current difficulty encountered in attempting to schedule non-emergency medical treatment during an employe's off duty hours. Because of the nature of the treatment or examination for which sick leave is allowed for these purposes, such absences are predictable. In order to be

excused from duty for the type of medical treatment or examination contemplated herein, the practitioner treating the employe shall provide the employe with written notice setting forth the date and time of the employe's appointment, which notice shall be filed with the employe's supervisor.

Excused time charged against sick leave for these purposes shall be limited to a maximum of 3 hours per incident, including travel between the employe's work site and the place of the appointment and shall not be counted as an incident of illness for the imposition of a doctor's certificate requirement.

(5) Upon returning to County employment, a former employe shall have their sick leave balance credited with all accrued sick allowance hours that remained at the time the employe left County service. This section shall impact all new hires and all current members of the bargaining unit and shall be implemented in accordance with the provisions of 17.18 of the CGO.

2.13 BEREAVEMENT, CRITICAL ILLNESS, WEDDING LEAVES

(1) Paid leave in accordance with the following formula shall be granted to employes with more than six months of service having sufficient accrued sick leave from which such leave shall be deducted.

	CRITICAL ILLNESS	DEATH	WEDDING
Immediate family of employe: Husband, wife, child, brother, sister, parents or foster parents, brother-in-law and sister-in-law	3 Days	3 Days Plus Travel	1 Day
Immediate family of spouse: Brother, sister, parents or child of employe's spouse, sister-in-law or brother-in-law of spouse	1 Day	1 Day Plus Travel	No provision
Other close relatives: Aunt, uncle, first cousin, niece, nephew, or grandparents of employe or spouse, grandchildren	1 Day	1 Day Plus Travel	No provision
Other causes for excused time: Funeral of fellow worker	1/2 day if approved by Department Head		

Time allowed for funerals of immediate family shall not exceed 3 days of leave with pay whenever death and funeral occur in Milwaukee or its vicinity. Whenever either death or funeral occurs elsewhere, travel time may be allowed as follows:

Up to 75 Miles - None

Between 75 to 150 Miles - 1 Day

Over 150 Miles - 2 Days

(2) Reasons for the absence and the good faith of the employe in taking such leave shall be supported such reasonable evidence as may be required by the appointing authority, including a physician's certificate, personal affidavit or by other means.

(3) Such leave shall not be counted as a period of absence for disciplinary purposes.

(4) The following policies will be formalized:

(a) Where one day is authorized, it must be taken on the day of the funeral.

(b) Where more than one day is authorized, such days must be consecutive calendar days, one of which is the date of the funeral.

(c) When two travel days are authorized, one day must precede the funeral and one day must follow the day of the funeral.

(d) Scheduled off days shall be considered as part of the total funeral leave allowed when such off days fall within permissible bereavement leave days when such days are considered consecutively. Scheduled vacation days falling within the bereavement period may be rescheduled for liquidation during the remainder of the year.

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

2.14 LEAVES OF ABSENCE WITHOUT PAY

(1) Leaves of absence without pay not exceeding 30 calendar days shall be granted for good reason to any employe with the approval of the employe's department head or designee. Such approval shall not be unreasonably withheld. Requests for such leaves shall be made by the employe as far as possible in advance of the date on which such leave is to begin. Employes shall be reinstated to their former positions and shift upon return from leave.

(2) Leaves of absence without pay in excess of 30 days require the prior approval of the Director of Human Resources, and the employe shall exhaust all accrued time off which will expire during the leave at the beginning of the leave of absence. In the event a leave of absence is granted for more than six months the employe must exhaust all accrued time off at the beginning of the leave of absence regardless of when the time will expire. Accrued time off to be exhausted shall include compensatory, holiday, personal and vacation time, except that 40 hours of vacation time may be carried over to a subsequent calendar year as noted in 2.21 (2)(c) of this agreement. A leave of absence without pay may be granted for medical reasons only after all accrued sick leave has been exhausted.

(3) Prior to the commencement of the leave of absence, the employe shall sign the leave of absence form and be furnished with a signed approved copy thereof indicating the dates on which such leave begins and ends. In those cases where the employe is not on duty prior to the commencement of

the leave, the leave of absence form shall be forwarded to employe by certified mail for signature. The employe shall sign such form and return it within 5 days to the department head for approval, a signed approved copy of which shall be returned to the employe by certified mail.

(4) In the event the employe is unable to return from such leave as scheduled, the employe shall notify employe's department head to that effect as soon as such circumstances come to the employe's attention. The employe shall advise the department head of the date on which employe is expected to be able to return to work. The period of time between the expiration of the first 30 days of leave of absence without pay and the employe's return to duty shall not be considered additional leave without pay unless prior approval of the Director of Human Resources is obtained.

(5) Upon return, the employe shall provide evidence acceptable to the employe's department head verifying the cause of the employe's failure to return as scheduled. The acceptability of the employe's excuse shall be subject to the reasonable evaluation of the department head.

(6) Employes shall be reinstated to their former positions upon return from leaves of absence without pay for periods of 6 months or less.

(7) Failure to return from a leave of absence upon the expiration of such leave shall be considered a resignation.

(8) During authorized leaves of absence without pay, employes may continue the benefits of S. 2.20, Employe Health & Dental Benefits and S. 2.18, Life Insurance, but at their own expense.

(9) Employes requesting to return to their former classification at the expiration of their leave of absence without pay for more than six months shall be permitted to return to the classification held prior to the leave or to a comparable classification in the same or lower pay range under the same appointing authority for which they are qualified as determined by the Department of Human Resources in the County service. If no such vacancy exists, the employe shall be placed on the layoff/recall list for that classification; certification shall be made from the layoff/recall list for that classification as authorized vacancies to be filled occur.

(10) Employees on combined leaves for more than six months within a twelve month period will not be guaranteed the same position upon their return and will be treated in the same manner as employes on a leave of absence for more than six months, except as terms of the Family and Medical Leave Act apply.

(11) Leave of absence without pay may be granted to any employe, upon request, during the first six months following the birth or adoption of a child, not to exceed six months. Such leave shall not be unreasonably denied. In the event that a medical disability leave was granted immediately prior to the request for a leave without pay due to parenting, the total combined leaves, including the

disability leave, shall not exceed six months. Employes exercising their rights under this subsection upon completion of such leave shall be returned to their former position.

(12) The County agrees to permit employes while on leave of absence without pay to return to duty on a casual basis with the approval of their department head and be compensated at the rate of pay such employe was receiving at the commencement of such leave if assuming their regular duties, or the rate attributable to the duties actually performed if outside of their classification. Fringe benefits shall not accrue during such casual employment, except that hours worked during casual employment will be used for the accrual of vacation, sick leave and seniority.

(13) Absence of an employe from duty for a period of 7 consecutive work days or longer without notice to employe's department head for the reasons of such absence shall be considered a resignation from the classified service

2.15 EDUCATIONAL LEAVE

(1) Employes in the bargaining unit shall be eligible for leave of absence without pay for educational purposes upon approval of their department head in accordance with Rule VIII, Section 2, of the Rules of the Civil Service Commission. Such approval shall not be unreasonably denied. When an educational leave is granted for more than six months the employe shall exhaust all accrued time off; including compensatory, personal and vacation time; at the beginning of the leave of absence period.

(2) Employes requesting an education leave should notify their department head in writing as far in advance as possible.

(3) Failure to return from a leave of absence upon the expiration of such leave shall be considered a resignation in absentia.

(4) Employes returning from an approved leave of absence without pay for six months or less shall return to their former position from which the leave was granted. After an approved leave of absence without pay of more than six months, employes shall be returned to their former classification if a vacant position authorized to be filled exists. If not, the County will make every effort to place such employe in another vacant position authorized to be filled within the same classification in the County Service. If no such vacancy exists, the employe shall be placed on the layoff/recall list for that classification.

2.16 LEAVES OF ABSENCE FOR FEDERATION OF NURSES AND HEALTH PROFESSIONALS BUSINESS

(1) Employes may be granted leaves of absence without pay at the request of the Federation of Nurses and Health Professionals and endorsed by the employe on the following terms and conditions:

(a) Request for such leave shall be in writing and shall be submitted to the appropriate appointing authority. No such leave shall be taken without the consent of the appointing authority which consent shall not be unreasonably withheld.

(b) Except for leaves of absence for periods of 10 days or less, not more than three employes shall be on such leave at any one time, nor shall more than one employe from any single department be permitted to take such leave for more than 10 days.

(c) Employes on such leave shall be treated for payroll purposes as employes on leave without pay for any other reason, except when such leave is for 60 days or less the employe shall forfeit pay only equivalent to actual time lost and shall return to work as though the employe's service had not been interrupted.

(d) Employes on such leave for periods in excess of 60 days shall give 15 days' written notice of their intention to return to work.

(e) Employes returning from a leave of absence authorized under this section shall be reinstated to their former position and shift.

(2) A total of 1,040 hours of employe time shall be made available for Federation business annually, at County expense. While on such assignment such employe shall remain on the County payroll and continue to receive all wages and fringe benefits to which the employe would have been entitled had the employe not been so assigned provided that the employe shall not receive any additional benefits in the form of overtime, compensatory time off, shift premium, task rates or any other such benefits in excess of the basic salary.

Such paid time off shall be subject to the approval of the employe's department head which shall not be unreasonably denied. Hours on such assignment must be reported to the Department of Labor Relations on a monthly basis with a copy to the employe's department head.

(3) The Chief Steward and Chapter Chairperson shall accrue competitive seniority for leaves of absences under this section taken after January 1, 1983.

2.17 MILITARY LEAVE

(1) Employes holding regular civil service status who are required to take periods of training for the purpose of retaining status as members in organized units of the Reserve Corps of the Army, Navy, Air Force, Marine Corps, Coast Guard, and the National Guard, and who are ordered to active duty, may be granted leaves of absence upon submission of evidence of receipt of competent orders.

(2) Employes shall have the option to receive full County pay during such leave or to retain military pay. Employes choosing to be compensated by the County shall submit their military base pay to the County Treasurer.

(3) Paid leave of absence for this purpose shall not exceed 15 days per year.

2.18 LIFE INSURANCE

(1) Employes shall be eligible for life insurance in an amount equal to the employes' hourly rate multiplied by 2080 hours rounded to the next highest 1000 dollars. The County shall pay the full premium for employes' life insurance coverage based upon earnings to and including the first $25,000 thereof.

(2) Within the limits prescribed above, the County shall pay life insurance premiums for all retired employes. This provision shall have no effect on present policy benefits.

(3) Employes will be eligible to participate in an Optional Life Insurance Program provided in section 62.08 of the General Ordinances of the Milwaukee County.

The entire cost of this additional insurance shall be borne by the employe. Premium payments shall be made via payroll deduction except for periods of unpaid leave. During such periods, in order to maintain coverage pending return to paid status, the employe shall make premium payments directly to the County in the manner prescribed by the Department of Human Resources.

(4) In the event an employe who has exhausted accumulated sick leave is placed on a leave of absence without pay status due to illness, the County shall continue to pay the full cost of life insurance coverage in (1) above for such employe during such leave for a period not to exceed a career total of twelve months. The twelve months period of limitation shall begin to run on the first day of the month following that during which the leave of absence begins.

2.19 CERTIFICATION PAYMENT

(1) Eligible nurses must be active as of January 1, of each year. Eligible nurses interested in receiving the $300 certification payment shall present evidence of such certification no later than January 31st of each year.

Eligibility requires:

(a) written proof of specialty certification prior to beginning of differential payment.

(b) maintenance of certification.

(c) certification applies to the area of practice. If no certification is available for an area of practice, a general nursing practice certification will be recognized.

(2) Nurses will not be unreasonably denied time off toward seminar/continuing education courses required to obtain/maintain certification.

(3) Approved certifying agencies shall include:

American Heart Association - excluding basic CPR or equivalent

American Nurses Association

National Specialty Nursing Organizations

Infection Control

If organizations other than the above are found to provide certification, the parties will meet to consider their inclusion on the list.

(4) The payment shall be made within four pay periods of the filing date noted above.'

(5) Procedures concerning the application of the certification payment process shall be adopted at each nurse practice committee. Where no Nurse Practice Committee is in place, procedures will be agreed upon between the union and the department head.

2.20 EMPLOYE HEALTH AND DENTAL BENEFITS

(1) Health and Dental Benefits shall be provided for in accordance with the terms and conditions of the current Plan Document and the Group Administrative Agreement for the Milwaukee County Health Insurance Plan or under the terms and conditions of the insurance contracts of those Health Maintenance Organizations approved by Milwaukee County. The effective date of this section for premium payment shall be January 1, 2001. In the event that a labor agreement has not been consummated as of the effective date, all monthly employe premiums shall be paid retroactively to include all coverage under this section.

(2) Eligible employees may choose health benefits for themselves and their dependents under a fee-for-service plan or Health Maintenance Organization approved by the County.

3) Each eligible employee enrolled in the County health plan, shall pay $80.00 toward the monthly cost of a single plan, and $100.00 toward the monthly cost of a family plan.

(4) Each eligible employee enrolled in an HMO approved by the County, shall pay $80.00 toward the monthly cost of a single plan, and $100.00 toward the monthly cost of a family plan.

(5) 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.

(6) In the event an employee who has exhausted accumulated sick leave is placed on leave of absence without pay status on account of illness, the County shall continue to pay the monthly cost or premium for the Health and Dental Plans chosen by the employee and in force at the time leave of absence without pay status is requested, if any, less the employee contribution during such leave for a period not to exceed 1 year. The 1-year period of limitation shall begin to run on the first day of the month following that during which the leave of absence begins. An employee must return to work for a period of sixty (60) calendar days with no absences for illness related to the original illness in order for a new 1-year limitation period to commence.

(7) Where both husband and wife are employed by Milwaukee County, either the husband or the wife shall be entitled to one family plan. Further, if the husband elects to be the named insured, the wife shall be a dependent under the husband's plan, or if the wife elects to be the named insured, the husband shall be a dependent under the wife's plan. Should neither party make an election the County reserves the right to enroll the less senior employee in the plan of the more senior employee.

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

(9) Upon the death of any retiree, only those survivors eligible for health insurance benefits prior to such retiree's death shall retain continued eligibility for the Employee Health Insurance Program. Employes hired after September 27, 1995 are not eligible for County paid employe health insurance after retirement.

(10) Employees hired on and after January 1, 1994 may upon retirement opt to continue their membership in the County Group Health Benefit Program upon payment of the full monthly cost.

(11) Each eligible employee will be limited to pay an annual out of pocket expense for their costs payable under Major Medical provisions, including any applicable deductible and percent co-payment, to a maximum of $1,500.00 under a single plan and $2,500.00 under a family plan. Major medical benefits will be paid by the County at 100% after the annual out of pocket maximum has been satisfied. The major medical co-payment shall be 20%, after application of the deductible up to the applicable maximum.

(12) Eligible employees may continue to apply to change their health plan to one of the options available to employees on an annual basis. This open enrollment shall be held at a date to be determined by the County and announced at least 45 days in advance.

(13) The County shall have the right to require employees to sign an authorization enabling non-County employees to audit medical and dental records. Information obtained as a result of such audits

shall not be released to the County with employee names unless necessary for billing, collection, or payment of claims.

(14) The County reserves the right to terminate its contracts with its health plans and enter into a contract with any other administrator. The County may terminate its contract with its current health plan administrator and enter into a replacement contract with any other qualified administrator or establish a self-administered plan provided:

(a) That the cost of any replacement program shall be no greater to individual group members than provided in par. (3) above immediately prior to making any change.

(b) That the coverages and benefits of such replacement program shall remain the same as the written Plan Document currently in effect for employees and retirees.

(c) Prior to a substitution of a Third Party Administrator (TPA) or implementing a self-administered plan, the County agrees to provide the Union with a full 60 days to review any new plan and/or TPA.

(15) (a) The deductible under hospital/surgical provisions of the Milwaukee County Health Plan is $100.00 per confinement for eligible employees and/or their dependents.

(b) All non-emergency admissions as a hospital in-patient must be pre-certified by an agency selected by the County. The employee or other family member must telephone the pre-certifying agency forty-eight (48) hours prior to date of admission and provide the agency with the name, address and telephone number of the admitting physician, the date of the admission, the name of the hospital of admission, and the name of the patient.

(c) For employee(s) who comply with this obligation, the deductible under hospital/surgical benefit provisions will be reduced to $50.00 per confinement for eligible employees and/or their dependents.

(d) For emergency admissions, the employee or other family member must telephone the pre-certifying agency within twenty-four (24) hours after admission with the name, address, and telephone number of admitting physician, the date of the admission, the name of the hospital of admission and the name of the patient.

For employee(s) who comply with this obligation, the deductible under hospital/surgical benefit provisions will be reduced to $50.00 per confinement for eligible employees and/or their dependents.

(e) Continued hospitalization will also be subject to concurrent review by the pre-certifying agency. The pre-certifying agency and the claim service provider shall be selected by the County.

(16) PREFERRED PROVIDERS

(a) The County reserves the right to establish a network of Preferred Providers under the County Health Plan. The network shall consist of hospitals, physicians, and other health care providers selected by the County. For employee(s) and/or their dependents who are authorized admission as an in-patient to one of the preferred hospitals, the hospital/surgical deductible applicable to the employee shall be reduced $50.00 per confinement.

(b) For employees and/or their dependents, the physician co-payment provided as part of major medical coverage, when a preferred physician provider is used, shall be reduced to ten percent.

(c) The County reserves the right to add, modify or delete any and all providers under the Preferred Provider Network. If all Preferred Providers are eliminated, the County shall waive the $50.00 hospital/surgical deductible.

(17) ***(NOTE: See attached Schedule of Benefits for an outline of this section.)***

Milwaukee County shall amend the Schedule of Benefits for the in-patient and out-patient treatment of Mental and Nervous Disorders, Alcohol and Other Drug Abuse (AODA), of the Plan Document for the Milwaukee County Health Plan to channel employees and their dependents to the PPO providers selected by the County. The channeling shall consist of:

(a) If the employee and the dependent use an in-patient PPO facility, benefits are payable at 80% of the contracted rate for 30 days as long as the PPO approves both the medical necessity and appropriateness of such hospitalization.

(b) If the employee and the dependent use a non-PPO facility, benefits are payable at 50% of the contracted rate for a maximum of thirty (30) days. The hospitalization is still subject to utilization review for medical necessity and medical appropriateness.

(c) The first two visits of outpatient treatment by network providers will be reimbursed at 100% with no utilization review required. Up to 25 further visits for outpatient treatment when authorized by the PPO, will be reimbursed at 95% of the PPO contracted rate. In addition, when authorized by the PPO, up to 30 days per calendar year, per insured, of day treatment or partial hospitalization shall be paid at 95% of the contracted rate for all authorized stays at PPO facilities.

(d) The first 15 visits of out-patient treatment authorized by the PPO but not provided by a PPO provider shall be paid at 50% of the contracted rate for all medically necessary and appropriate treatment as determined by the PPO. When authorized by the PPO, up to 30 days per calendar year, per insured, of day treatment or partial hospitalization shall be paid at 50% of the contracted rate for all authorized stays at non-PPO facilities.

SCHEDULE OF BENEFITS

Mental Health/Substance Abuse Benefit Plan Design

INPATIENT

	In-Network Benefit (HMC Network)	*Out-of-Network Benefit*	*No Pre-Certification*
Deductible	None	None	No Coverage
Coverage	80% up to 30 days per calendar year for medically necessary treatment	50% of HMC contracted rate for 30 days per calendar year for medically necessary treatment	No Coverage

DAY TREATMENT

	In-Network Benefit (HMC Network)	*Out-of-Network Benefit*	*No Pre-Certification*
Deductible	None	None	No Coverage
Coverage	95% up to 30 days per calendar year for medically necessary treatment	50% of HMC contracted rates for 30 days per calendar year for medically necessary treatment	No Coverage

OUTPATIENT

	In-Network Benefit (HMC Network)	*Out-of-Network Benefit*	*No Pre-Certification*
Deductible	None	None	No Coverage
Coverage	95% of charges for 25 sessions per calendar year for medically necessary treatment	50% of HMC contracted rates for 15 sessions per calendar year for medically necessary treatment	No Coverage

All in-network care must be pre-certified and managed.

All out-of-network care must be pre-certified and medically necessary.

(18) The Schedule of Benefits of the Plan Document for the Milwaukee County Health Plan shall be amended to include the following provisions:

(a) The annual Major Medical deductible shall be $400 per insured; the calendar year Major Medical deductible per family shall be $1,200.

(b) If the insured uses a PPO physician, the Major Medical Annual deductible will be reduced to $150 per insured; $450 per family, per year.

(19) Each year, Milwaukee County shall pay a cash incentive of $500 per contract (single or family plan) to each eligible employee who elects to dis-enroll or not to enroll in a Milwaukee County Health Plan. Any employee who is hired on and after January 1, and who would be eligible to enroll in health insurance under the present County guidelines who chooses not to enroll in a Milwaukee County health plan shall also receive $500. Proof of coverage in a non-Milwaukee County group health insurance plan must be provided annually in order to qualify for the $500 payment. Such proof shall consist of a current health enrollment card.

The $500 shall be paid on an after tax basis. When administratively possible, the County may convert the $500 payment to a pre-tax credit which the employee may use as a credit towards any employee benefit available within a flexible benefits plan.

The $500 payment shall be paid on an annual basis by payroll check no later than April 1st of any given year to qualified employees on the County payroll as of January 1st. An employee who loses their non-Milwaukee County group health insurance coverage may elect to re-join the Milwaukee County Conventional Health Plan. The employee would not be able to re-join an HMO until the next open enrollment period. The $500 award must be repaid in full to the County prior to coverage commencing. Should an employee re-join a health plan he/she would not be eligible to opt out of the plan in a subsequent calendar year.

(20) Effective January 1, 1998, Milwaukee County shall deduct employes' contributions to health insurance on a pre-tax basis pursuant to a Section 125 Plan.

(a) Effective July 1, 2001, after the adoption of a Section 125 Plan Document, Milwaukee 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.

(b) Other benefits may be included in the Section 125 Plan as mutually agreed upon by Milwaukee County and the Union. Such agreement would be by collateral agreement to this contract.

(21) Prescription drug coverage shall be carved out of the major medical plan. The employee shall pay 10% of the cost for a generic drug, or 20% of the cost for a brand name drug ($3 minimum) at the point of purchase. A maximum supply of any given prescription shall be 30 days at a pharmacy with a maximum

cost to the employe of $25.00 and 90 days via mail order with a maximum cost to the employe of $25.00 per 30-day supply. This coverage shall be provided through a pharmacy benefit management program (PBM) approved by the County. The PBM will be responsible for establishing, updating, and administering the program. Standard precertification and protocols of the PBM will be used.

(22) The County shall implement a disease management program. Such program shall be designed to enhance the medical outcome of a chronic illness through education, treatment, and appropriate care. Participation in the program by the patient shall be strictly voluntary, and the patient can determine their individual level of involvement. Chronic illness shall be managed through a variety of interventions, including but not limited to contacts with patient and physician, health assessments, education materials, and referrals. The County shall determine all aspects of the disease management program.

(23) The County shall have the right to determine "medical providers of excellence." In order to qualify for such designation, such providers shall, in the estimation of the County, meet exemplary standards including but not limited to quality of care, patient safety, administrative efficiency, patient satisfaction, and/or value pricing for specific medical conditions. When the County preauthorizes medical treatment by such provider, the County shall pay 100 percent of all charges except for prescription drugs.

(24) Milwaukee County will provide a Dental Insurance Plan equal to and no less than is currently available to employes. Bargaining unit employes hired on or after September 8, 1989 and each eligible employe enrolled in the Milwaukee County Dental Benefit Plan shall pay $2.00 per month toward the cost of a single plan, or $6.00 per month toward the cost of a family plan. Employes may opt not to enroll in the Dental Plan.

2.21 VACATION

(1) Effective January 1, 2002 maximum vacation allowance shall be determined in accordance with the following formula based upon years of service measured from the most recent date of hire:

80 hours after one year;
120 hours after five years;
160 hours after ten years;
200 hours after fifteen years;
240 hours after twenty years.

(2) Employes shall accrue vacation based on the number of hours paid, including overtime which shall be counted as straight time hours for this purpose, not to exceed the maximum allowance provided in Par. (1) above. Accrual shall be based upon the following formula:

0 to 5 years = .0385 hours per hour paid;

5 to 10 years = .0577 hours per hour paid;

10 to 15 years = .0770 hours per hour paid;

15 to 20 years = .0962 hours per hour paid;

After 20 years = .1154 hours per hour paid.

The additional vacation to which employes shall be eligible in the calendar year of their fifth, tenth, fifteenth, and twentieth year of continuous service shall be .0193 hours per hour paid in the previous payroll year and shall be liquidated after the employe's anniversary date.

(a) Vacation accrued during any given payroll year shall be liquidated during the following calendar year, except as noted in Par. (2)(c). The payroll year shall commence on the first day of the first pay period of any calendar year, not necessarily the first calendar day of the year.

(b) After completing 6 months of service or after 6 months of changing from pool to regular status, or after 6 months of returning from layoff employes shall be eligible to liquidate vacation equal to the amount accrued during such period. After completing the first year of service, employes shall be eligible to liquidate vacation in that calendar year equal to the difference between the amount accrued during the first year of service and the amount liquidated during the same period. Thereafter, such employes shall be permitted to liquidate vacation which was accrued in the preceding payroll year.

(c) Employes may carry a maximum of 40 hours of accrued vacation from one calendar year to the next, said hours to be liquidated in accordance with existing vacation practices.

(d) After six months of service employes who terminate shall be compensated for any unliquidated vacation at the time of such termination.

(3) Employes may exhaust vacation in increments of not less than one-half hour, with the prior approval of the department head or designee.

(4) Part-time employes shall exhaust vacation over a period of time which shall not exceed the number of weeks to which a full time employe with the same length of service would be entitled to (two weeks after one year; three weeks after five years; four weeks after ten years; five weeks after twenty years). Employes, at the discretion of their appointing authority shall be allowed to utilize other paid time such as accrued holiday time, personal time or compensatory time during the liquidation of their paid vacation leave to cover unpaid time.

(5) In the selection of vacations, the employes shall not be required to compete with non-bargaining unit personnel in the exercise of their relative seniority for that purpose. Requests for

January, February and March vacations shall be submitted by October 15th and approved by November 15th. If vacation requests of bargaining unit members are submitted prior to February 15th, such requests will be approved by March 15th. Vacation requests submitted after these dates will be granted on a first come first serve basis. Except for emergencies, vacation requests which have been approved shall not be changed without mutual agreement.

(6) Vacation requests are granted on the basis of seniority. Vacation weeks may be taken as individual weeks or consecutive weeks except as indicated below during the months of June, July, and August. Employes with more than two weeks vacation may select two available weeks during the above said months. After all employes with more than two weeks have selected, employes with two weeks vacation or less, may select one available week during the above said months. Any additional weeks during these months will be granted based on seniority. Carry-over vacation time may not be used in the computation of vacation weeks for this purpose.

(7) For employes in a seven day service, weekends off will be granted before and after full weeks of vacations. Weekends to work will be based on the following formula, 26 weekends minus the number of earned weeks of vacation plus 1 weekend. Credit for makeup weekends would include any weekend worked before or after a scheduled vacation week or a weekend chosen by an employe from a list predetermined by management. In the event of conflict over choices, the more senior employe will prevail.

(8) Vacation entitlement shall be based on an employe's total creditable pension service with Milwaukee County, the State of Wisconsin and any other municipality within the State of Wisconsin, as included in 17.17(1) of the CGO.

2.22 PERSONAL HOURS

(1) All regular full time employes, subject to the provisions of par. 2.22(3), shall receive 24 hours leave per year known as "personal hours", in addition to earned leave by reason of vacation, accrued holidays, and compensatory time. Employes who work half time or more shall accrue personal hours on a pro-rata basis. Proration shall be based on established work week.

(2) Employes shall accrue personal hours during their first fractional calendar year of employment as follows:

Hours Accrued in Initial Fractional Calendar Year

Date of Hire	Full Time	Half Time
On or before April 30	24 Hours	12 Hours
May 1 to August 31	16 Hours	8 Hours
September 1 and thereafter	8 Hours	4 Hours

(3) Personal hours may be taken at any time during the calendar year in which they are accrued, subject to the approval of the department head. Supervisory personnel shall make every reasonable effort to allow employes to make use of personal hours as the employe sees fit, it being understood that the purpose of such leave is to permit the employe to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.

(4) Employes are permitted but not required to schedule personal hours in advance.

2.23 HOLIDAYS

(1) The following days of each year are holidays: January 1; the third Monday in January; the third Monday in February; the last Monday in May; July 4; November 11; the 4th Thursday in November; December 25; the day appointed by the Governor as Labor Day; and the day of holding the general election in November in even-numbered years. Effective January 1, 2002, the fourth Friday of November will be observed as a minor holiday. For purposes of this section, the above holidays shall commence at the beginning of the third shift on the calendar day preceding the holiday and shall end at the conclusion of the second shift on the holiday.

(2) In the 7-day service areas, holidays will be observed on the holiday. In other areas, a holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday. Employes required to work on the holiday or whose regular off day falls on a holiday (7-day service areas) or employes required to work on the observed holiday (other areas) shall accrue compensatory time for liquidation during the following 13 pay periods as follows:

(a) Full-time employes - 8 hours;

(b) Half-time employes - 4 hours;

(c) Pro rata - based on established work week;

(d) 10-hour per day employes - 8 hours;

(e) 12-hour per day employes - 8 hours.

(f) If accrued holiday time is not liquidated within 13 pay periods, the unliquidated balance shall be compensated in cash.

Employes required to work on the holiday (7-day service areas) or on the observed holiday (other areas) shall accrue compensatory time for all hours actually worked, not to exceed 8 hours for each holiday.

(3) Whenever practicable, employe requests to liquidate holidays on the holiday will be granted based on seniority and minimum staffing requirements. Each employe will be granted

Christmas or New Years off and at least one other major holiday (Memorial Day, Independence, Labor Day or Thanksgiving) based on seniority and minimum staffing requirements.

(4) Any employe who works on Thanksgiving or December 25th holiday will be paid at twice their base rate for all hours worked.

2.24 ATTENDANCE AT COUNTY MEETINGS

The County agrees to release one representative of the Federation to attend meetings of County Board standing committees, or Civil Service Commission when the subject matter to be discussed is of specific interest to the Federation. Employes attending such meetings which cause them to be absent from their work assignment shall notify supervision as far in advance as possible. Such released time is subject to the approval of the employe's department head and shall not be unreasonably withheld.

2.25 BULLETIN BOARDS

(1) The County shall provide bulletin board space for the Federation's use in locations to be agreed upon for posting notices regarding Federation affairs, restricted to the following:

(a) Notices of Federation meetings.

(b) Notices of Federation elections.

(c) Notices of Federation appointments and results of Federation elections.

(d) Notices of Federation recreational and social events.

(e) Notices concerning bona fide Federation activities such as cooperatives, credit unions, and unemployment compensation information. Other notices concerning Federation affairs which are not political or controversial in nature.

(2) Upon written notice by the employer, the Federation shall promptly remove from such bulletin boards any material which is libelous, scurrilous or in any way detrimental to the labor-management relationship.

(3) The posting of any Federation-authorized material which is in violation of this section shall be cause for the immediate cancellations of bulletin board privileges.

2.26 WORK DAY/OFF DAYS

(1) The normal working day shall consist of 8 hours, exclusive of the meal period. Employes shall normally be relieved of their duties during their meal period. If an employe is not relieved of their

duties during meal periods, they shall be compensated on an overtime basis for their meal period if time worked results in more than 8 hours worked that day.

(2) The normal work week shall consist of 40 hours. However, the County agrees with the concept that alternative work schedules may be mutually advantageous. Such schedules may include 10-hour days, 12-hour days, a combination of the above, or forty (40) hours per week. Employes may volunteer to be so assigned on a straight time basis, with the approval of and within the guidelines established by their department head but will not otherwise be required to work these shifts. Prior to the implementation of any new permanent shift, management shall notify the Federation of Nurses and Health Professionals to explain the rationale of the change and method of implementation, and upon request of the Federation, shall meet to discuss the bargaining unit implications.

(3) Ten-hour per day and 12-hour per day employes will liquidate other paid leave as follows:

(a) Vacation - 10-hour employes liquidate 10 hours per day; 12-hour employes liquidate 12 hours per day.

(b) Personal Hours/Holiday - 10 and 12 hour per day employes shall receive 8 hours of paid holiday leave or personal hours leave. In order for such employe to be credited with 10 or 12 hours on the holiday or personal hours, such employe must take the difference between the 8 hours of paid holiday leave or personal hours and the regular schedule in some form of other paid leave.

On the above days, employes must be credited with 10 or 12 hours of paid leave in order to receive full pay.

(c) Sick Leave - 10-hour employes liquidate 10 hours per day; 12-hour employes liquidate 12 hours per day.

(4) The County agrees with the concept of keeping weekend rotation to a minimum. Except where necessary to maintain staffing requirements to meet the needs of patient care, no employe shall be normally required to work more than two complete weekends (Saturday and Sunday) within a four-week period.

(5) At the time schedules are being completed, requests for time off will be considered according to the following priorities:

(a) Previously approved vacation weeks

(b) Current requests for vacation weeks

(c) Requests for personal hours

(d) Unscheduled vacation days or holidays.

In the case of conflict, seniority will be the deciding factor.

(e) Unpaid off days will be adjusted to accommodate (a) through (d) above if possible. If after adjusting off days it is impossible to grant requests for paid time off and also schedule the required 2 unpaid off days each week, unpaid off days shall be given priority.

(f) VTO

2.27 SEMINAR/CERTIFICATION FEE AND TUITION REIMBURSEMENT

(1) Seminar Leave and Reimbursement

(a) The County agrees to provide annual seminar/certification fee reimbursement funds of $70,000 to be used for the payment of seminar/certification registration fees such reimbursement within the limits of the annual fund shall be approved up to a maximum of $450 per year per employe plus $300 for certification and may only be utilized with the prior approval of the appointing authority. On an annual basis, pool nurses will be eligible for seminar reimbursement upon completion of 500 hours of work per 12- month period.

(b) When an employe is authorized to attend a seminar, irrespective of the manner of reimbursement, the employe shall be permitted to attend during the employe's normally scheduled working hours. In the event the employe is scheduled for p.m.'s or nights, the employe's schedule shall be modified to permit attendance during the day. However, attendance at seminars on regularly scheduled off days shall not be compensated.

Employes attending seminars will be credited with paid leave during their scheduled shift for that day, but will be expected to return to duty if two or more hours of work can be completed on the shift for that day.

The term "authorized" shall mean permission of or direction by the Director of Nursing, their designee or the department head.

(c) Permission to attend seminars shall not be unreasonably withheld. When requests for the same LAP time for a seminar cannot be granted, first consideration will be given to those who have not previously been granted LAP days during the calendar year; next consideration shall be given to those who are members of the organization sponsoring the seminar or conference and if these factors are equal, seniority shall be used.

(d) Nurse Practitioner shall be eligible for up to $2,000 per year from the Seminar Reimbursement Fund as reimbursement for costs incurred to maintain their practitioner certification in addition to monies available to them from the Seminar Reimbursement Fund for credit classes. Payment shall be made in accordance with guidelines on file in the Department of Labor Relations.

(2) Tuition Reimbursement

(a) The County agrees to provide annual tuition reimbursement funds of $30,000. Such reimbursement may be approved up to $2,000 per year per employe. Eligibility for such reimbursement shall be established after 6 months of employment with Milwaukee County. Tuition reimbursement shall be granted in accordance with the guidelines on file with the Training Division of the Department of Human Resources.

(b) Employes are eligible to participate, within established guidelines, in the Milwaukee County Tuition Loan Program.

2.28 DUTY-INCURRED INJURY

(1) Milwaukee County shall comply with the provisions of all pertinent Workers Compensation Laws and the Americans with Disabilities Act. The County shall promulgate and distribute procedures to be followed when an employe is injured or becomes ill in the line of duty. Such procedures shall be provided to the union and included in the County administrative manual.

(2) When it has been determined that the injury or illness was duty incurred, the employe shall have restored by the end of the payroll period following the one in which such determination was made all sick leave, accrued holiday time, personal time, vacation or compensatory time which may have been charged against such employe during the pendency of the determination. Both the employe and the Federation shall be advised as soon as practicable after a negative determination is made.

(3) Any employe on an approved line of duty injury who has accrued time as defined in (2) above shall be paid in a lump sum at the employe's regular rate of pay for all such accrued time prior to its expiration.

(4) Any bargaining unit employe entitled to accrue sick leave under the provisions of Section 17.18 C.G.O. who sustains an injury or illness within the scope of the employe's employment for which the employe is entitled to receive worker's compensation temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes (Worker's Compensation Act), shall receive 80% of the employe's base salary as "injury pay" instead of such worker's compensation benefits for the period of time the employe may be temporarily totally or temporarily partially disabled because of such injury. Such injury pay shall not be granted for more than 2,080 hours for any one compensable injury or

recurrence thereof. However, such reduction in an employe's established rate of compensation shall not affect the calculation of an employe's pension benefits nor the amount of life insurance benefits the employe normally receives.

(5) If the Internal Revenue Service (IRS) determines that the injury pay benefits provided hereunder are taxable as wages, then beginning with the effective date of such determination, the County will no longer require the 20% employe deduction from injury pay benefits provided for in this Article, above.

(6) Eligibility for injury pay begins the day following the injury and expires after 2,080 total hours or other applicable maximum for less than full time employes is reached.

(7) Injury pay can be used for follow-up medical treatment after return to work.

(8) The 2,080 hour or other applicable maximum applies to each compensable occurrence and any resumptions resulting from the same injury.

(9) Employes who are ineligible for injury pay or employes who have exhausted their injury pay benefits and have not been released to go back to work will be placed on direct Worker's Compensation payments in accordance with the Wisconsin Worker's Compensation Act. Direct pay temporary total compensation benefits are paid on a weekly basis, and are payable at the rate of two-thirds of an employe's average weekly wage at the time of the occupational accident/illness, up to the allowable State maximum.

(10) Employes ineligible for injury pay will be placed on direct Worker's Compensation payments in accordance with the Wisconsin Worker's Compensation Act.

(11) Failure to report an accident within 24 hours may result in a denial or delay in compensation.

2.29 EMPLOYE PARKING

(1) The County will eliminate any charge for parking to employes using County-owned or controlled parking lots, except the Courthouse Annex and Safety Building Garage. The County shall make every reasonable effort to secure such lots against theft and vandalism in a manner consistent with location and type of facility.

(2) The foregoing paragraph shall not apply to any County-owned or controlled lot available for use to the General Public for which parking fees have been established or garage or other parking facility the County may construct, own or control after January 1, 1989. In the event the County proposes parking fees for bargaining unit members in parking structures designated as bargaining unit parking, such fees will be negotiated with the Federation prior to implementation.

(3) The County and the Federation will continue to meet to discuss methods of achieving adequate parking space.

(4) Unit employes shall abide by metered or posted parking restrictions.

(5) Employes may request to be escorted to their automobiles in the Institutions Complex parking lots by security personnel. When available, such assistance will be provided as expeditiously as practical. If such service as currently provided is to be discontinued, the Office of the Federation of Nurses and Health Professionals will be notified in advance.

2.31 CHANGES IN EMPLOYE STATUS

(1) When a vacancy occurs, prior to posting the position, employes in the unit where the vacancy occurs shall be allowed to change status, unless the position is being filled via the layoff/recall process.

An employe wishing to change status shall notify their supervisor in writing. A list of said requests will be maintained. Unit-based change of status requests will be honored in order of seniority prior to the posting of the vacant position.

(2) For purposes of this section, employe status shall mean:

(a) Full Time - Those employes with an established work week of 40 hours per week.

(b) Half Time - Those employes with an established work week of 20 hours per week.

(c) Pro-Rata - Those employes with an established week of more than 20 but less than 40 hours per week.

(3) Whenever the most senior employe's request is denied, the reason for said denial shall be made known to the employe.

(4) All persons hired from original or promotional eligible lists shall serve a probationary period of 1,040 hours of straight time hours paid, excluding overtime unless further extended by the Director of Human Resources for a period not to exceed an additional 1040 hours of straight time hours paid, excluding overtime. However, at the discretion of the appointing authority, probationary periods for half time or pro-rata employes may be completed between 520 and 1,040 hours.

2.32 FILLING VACANT POSITIONS

(1) Notification of Positions

Annually, in January of each year, the Department of Human Resources (DHR) shall provide FNHP with a listing of all job titles covered by the collective bargaining agreement. Monthly during the year, DHR shall

provide FNHP with notification of all new positions, and all reclassifications, which require the appointee to be a Registered Nurse. DHR staff will provide FNHP with a copy of certification requests received from any appointing authority to fill vacant positions represented by FNHP.

(2) Definitions

(a) Transfer. An employee may transfer to:

1. A position represented by the bargaining unit which holds the identical title code, pay range and job title as the position originally held.
2. A position which carries a different title code and job title, but is in the identical or a lower pay range as the position originally held, providing DHR verifies that the employee possesses the minimum qualifications for that job classification.

(b) Intra-Departmental Transfer occurs when an employee transfers from one position to another under the same appointing authority. Each department head shall maintain a listing of all employees who wish to be considered for an Intra-Departmental Transfer. A department head will place an employee on the Intra-Departmental Transfer list if the position she holds has the same title code, job title and pay range as the position from which she wishes to transfer. An employee who holds a position with a different title code and job title, but in the same or a higher pay range, will be placed on an Intra-Departmental Transfer list only after the Director of Human Resources has verified that the employee possesses the minimum qualifications for the position. An employee who is on the Intra-Departmental Transfer list for the job title being filled shall be considered in accordance with the procedures of that specific department.

(c) An Inter-Departmental Transfer occurs when an employee transfers from one position to another under a different appointing authority. The Director of Human Resources shall maintain a listing of all employees who wish to transfer from one department to another. The Director of Human Resources may place an employee on the Inter-Departmental Transfer list if the position she holds has the same title code, job title and pay range as the position from which she wishes to transfer. An employee who holds a position with a different title code and job title, but in the same or a higher pay range, may be placed on the Inter-Departmental Transfer list only after the Director of Human Resources has verified that the employee possesses the minimum qualifications for the position. The certification list provided by DHR to appointing authorities shall include all employees on the Inter-Departmental Transfer list for that particular job title. An employee may remain on the transfer for one year and one day from the date of placement on such list.

(d) Promotion shall be defined as occurring whenever an employee accepts a position which is in a pay range with a maximum rate of pay greater than the maximum rate of pay for the position held by the employee. Employees who wish to be considered for a promotion shall file an application for the

examination for the desired position with the Department of Human Resources during the time period when such applications are accepted. Employees who successfully complete the examination process shall have their names certified by the Director of Human Resources as eligible for appointment to a vacancy being filled in accordance with the Civil Service Rules.

(e) Examination Announcements will all be announced on an original basis, meaning that individuals who are not County employees may apply. However, the Director of Human Resources shall certify all candidates who successfully complete the examination process, plus all individuals on the transfer, reinstatement and other lists as required by Civil Service Rules.

(3) Filling A Vacant Position

(a) Any employee desiring a change of shift or change of status within their current unit shall submit such request to their supervisor which shall be granted in seniority order prior to the position being posted on the internet or informing the Nurse Recruiter of the vacancy.

(b) Each County Department with positions in the bargaining unit shall post all vacancies authorized to be filled, including pool positions, on an internet site as soon as administratively practical. The information on the internet shall include: job title; pay range; appointing authority; department/location; shift; FTE status; minimum qualifications. The information shall remain on the Internet a minimum of seven days prior to filling the position to permit eligible employees to file an appropriate transfer request and be considered. The provisions of this section are subject to the requirements of the Order issued by the Honorable Myron L. Gordon, in Johnnie Jones, et al , vs. Milwaukee County, et al, Civil Action No. 74-C-374.

(c) Nothing in this section shall preclude administrative transfers with the mutual consent of the union and management and said administrative transfer shall have priority over transfer requests.

(d) Whenever an employee is denied a transfer, or a transferred employee does not successfully complete the trial period, the reason for denial or non-completion shall be made known to the employee in writing by the appointing authority.

(e) Merit and fitness being equal, a County employee shall be appointed.

2.321 RECRUITMENT/EXAMINATION/APPOINTMENT/TRANSFER/PROMOTION/DEMOTION

(1) A management position designated as a Nurse Recruiter may be created within the Department of Human Resources and shall be responsible to assist members of the bargaining unit interested in transfer, promotion or demotion, as well as the recruitment of applicants for all nursing positions.

(2) All positions in the bargaining unit shall be in the classified service of Milwaukee County and shall be filled in a manner consistent with the State Statutes and Civil Service Rules of

Milwaukee County. To the extent possible, the Department of Human Resources shall conduct non-competitive examinations for the purpose of establishing lists of candidates eligible for appointment to a bargaining unit position.

(3) The Director of Human Resources shall certify to an appointing authority all candidates on the eligible list, as well as all candidates on the transfer and reinstatement lists. Subject to the terms of this agreement, the appointing authority may appoint any candidate certified to a vacancy authorized to be filled.

(4) Intra-Departmental Transfer shall mean a transfer to another bargaining unit position authorized under **the same appointing authority** which is in the in the same classification and pay range as the position held by the employee who wishes to transfer. Each appointing authority shall maintain an intradepartmental transfer list for all bargaining unit classifications authorized in his/her department. As soon as administratively possible, employees shall be able to file an intra-departmental transfer request via the internet. When a vacancy is authorized to be filled, it shall be filled by the most senior candidate on the intra-departmental list who is not in the disciplinary process, prior to being filled in any other manner.

(5) When a vacancy is not filled with an intra-departmental transfer, the appointing authority shall forward a certification request to the Director of Human Resources. The Director of Human Resources shall provide the appointing authority with a certification list of all candidates eligible for appointment to the classification of the vacant position. To the extent possible, the Director of Human Resources shall attempt to have lists of candidates eligible for appointment to vacancies in the bargaining unit available at all times.

(6) Inter-Departmental Transfer shall mean a transfer to **another** bargaining unit position authorized under a **different** appointing authority which is in the same classification and pay range as the position held by the employee who wishes to transfer, or to a position in a lower pay range for which the employee has been deemed to meet the minimum qualifications by the Director of Human Resources. When the vacant position is in the same classification and pay range as the position held by the employe who wishes to transfer, it shall be filled by the most senior candidate on the inter-departmental list who is not in the disciplinary process prior to being filled any other manner. The Department of Human Resources shall maintain a transfer list for all classification represented by the bargaining unit. As soon as administratively possible, employees shall be able to file an inter-departmental transfer request via the internet. The employee's name shall remain on the Inter-Departmental Transfer List for one year, or until he/she accepts an offer for a transfer, whichever comes first. Merit and fitness being substantially

equal, when a vacancy is authorized to be filled, it shall be filled by the most senior candidate on the inter-departmental list, prior to being filled in any other manner.

(7) Involuntary (Administrative) Transfers. For the purpose of this section, an involuntary transfer shall mean the relocation of an employee from a unit or ward which has been closed or reduced in staff, to another position in the same classification in another unit or ward under the same appointing authority. Under such circumstances the least senior qualified employee in the affected classification shall be transferred first. Employees who are involuntarily transferred shall be permitted to return in seniority order to the unit or ward from which the transfers occurred when a vacancy in the same classification occurs, if the employee(s) so request. The County agrees to notify the Office of the Federation of Nurses and Health Professionals prior to the opening or closing of any unit or program.

(8) Promotion/Demotion. An employee who wishes to be considered for a classification different from the classification currently held must file an application with the Department of Human Resources. As soon as administratively possible, employees shall be able to file such applications via the internet. A promotion shall be defined as an appointment to a position in a different classification and title code with a maximum rate of pay which is greater than the maximum rate of pay for the position currently held by the employee. A demotion shall be defined as an appointment to a position in a different classification with a maximum rate of pay which is less than the maximum rate of pay for the position held by the employee prior to the demotion.

(9) Unless otherwise noted all appointments to vacant positions shall be based on merit and fitness. However, merit and fitness being equal, the most senior member of the bargaining unit shall be appointed. Merit and fitness shall be defined as a review of a candidate's; experience, education, job performance, attendance, job related knowledge or skills, and professional certification. In addition, to determine merit and fitness the Mental Health Center will use a point system developed and monitored by a committee consisting of equal numbers of management and in representatives to fill all positions in pay range 18N and 17NZ

(10) When an employee has been offered and accepted a new position, including a transfer, the employee may not be denied movement to the new position for a period exceeding 20 work days from the date of accepting the job.

(11) Until such time as the Internet Postings of Intra-Departmental transfers become available, notices of all positions within the bargaining unit which are to be filled shall be posted within the respective department (Mental Health Complex, DHS, County Health Related Programs, Juvenile Court Center, Department on Aging, Medical Examiner's Office, Jail, and House of

Correction) as mutually determined by FNHP and the appointing authority seven (7) days prior to filling. Postings shall include department, unit and shift. Employees wishing to be considered for appointment to such vacancies shall make their requests in writing during the posting period to the appointing authority. Copies of posted vacancies shall be sent to the Federation at time of posting.

2.322 TRIAL PERIODS/ PROBATION

(1) Upon accepting either an intra-departmental or an inter-departmental transfer, the employee shall serve a 520-hour trial work period to determine ability to perform the job and desirability to remain on the job. If within 520 hours the employee does not successfully complete the trial period, or desires to return to the former position held, the employee shall be permitted to return to the former position held if it is vacant. If the position has been filled, the employee may be relocated to any vacant position in the same classification in the work unit or department from which the employee transferred. If no such vacancy exists, the employee may remain in the position and request an immediate transfer to a position in the same classification in any other department in County service, or the employee will be transferred back to the first vacancy which occurs in the employee's classification in the department from which the employee transferred. When an employee does not successfully complete their trial period and is returned to their former position, or another position in the same classification, the employee shall do so with full seniority and whenever practical shall be returned to the same shift.

(2) An employee shall serve a new probationary period whenever the employee accepts a position in a different classification. Therefore, an employee who accepts a promotion, demotion, or an appointment to a different classification in the same pay range shall serve a new probationary period. Employees shall not normally be allowed to file a request to transfer until the completion of the probationary period. However, such limitation may be waived by management when deemed mutually advantageous, and the employee will be required to begin a new probationary period whenever a transfer occurs during a probationary period.

(3) Employees who do not successfully complete their probationary period in a positions to which they have been promoted, or who wish to return to their former classification during their probationary period, shall be permitted to return to the position from which they were promoted in the event such position remains vacant. If such position has been filled, the County will make every reasonable effort to place such employee in another position within the classification from which the employee was promoted, or if no such vacancy exists, to a position in a title and pay range lower than that from

which the employee was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate layoff recall list.

2.34 SENIORITY DEFINED

(1) For all purposes where it applies, bargaining unit seniority shall be measured by the length of an employe's continuous service with Milwaukee County as follows:

a. Employes' seniority shall be based on total straight time worked, regardless of whether full or part-time or type of appointment. If two or more employes have the same number of total straight time hours worked or where other employes have the same date of hire, they shall be placed on the seniority list in alphabetical order. Employes' seniority as defined above shall be computed prior to February 1, May 1, August 1, and November 1. Seniority for new employes not appearing on the above list shall be based on date of hire.

b. Service time accrued by an employe on and after September 8, 1989 while in an administrative position will not be computed for the purpose of competitive seniority.

(2) An employe's seniority is broken when the employe:

a. Is discharged;

b. Resigns with a break in service exceeding 30 days;

c. Is laid off for a period of two years and one day;

d. Retires;

e. Does not return at the expiration of an authorized leave of absence;

f. Is terminated for more than 30 days from a temporary appointment, emergency appointment, a regular appointment during probation, or a re-evaluation period imposed by the Personnel Review Board.

(3) Whenever it appears in this Agreement, the term "seniority" shall mean the right established as a result of an accumulation of County service to achieve preferential treatment over other bargaining unit employes competing for a specific adjustment relating to hours or conditions of employment.

Seniority as used in that context shall have no bearing on an employe's entitlement to economic benefits predicated upon length of service.

2.35 ORIENTATION

(1) Orientation shall be provided for all new employes, including transferees. Objective criteria will be developed and utilized uniformly with all orientees. Employes on orientation will not normally be included as part of the staffing pattern.

(2) No employe shall be released from orientation unless there is a mutual agreement of those responsible for employes' orientation, including the in-service department where applicable, after joint evaluation with the orientee. If no agreement is reached, recommendations of this group shall be submitted to nursing administration or administration within one week for a decision.

(3) Employes completing orientation will be notified in writing of same.

(4) A representative of the Federation of Nurses and Health Professionals shall be permitted to meet with newly hired bargaining unit employes for 15 minutes at employe orientation conducted by Nursing Administration. The purpose of the meeting is to distribute copies of the current Agreement between Milwaukee County and the Federation as well as material explaining the functions of the Federation to the employes. This material is subject to the approval of the appointing authority before distribution. The County reserves the right to terminate this provision at any time if the Union presents any material which is libelous, scurrilous, or in any way detrimental to the labor-management relationship.

2.36 NURSING PRACTICE COMMITTEE

(1) In the interest of improving the practice of nursing and the quality of patient care and maintaining good channels of communication, Nursing Practice Committees will be initiated. These committees will be advisory in nature relative to the practice of nursing and the quality of patient care. Meetings of these committees shall be held at least monthly. Agenda items shall be any issues acceptable to the committee members that are concerned with improving nursing practice or patient care.

(2) There shall be committees of this nature at Correctional Institutions and Mental Health Division. Time spent in meetings shall be considered as hours worked.

2.37 EMPLOYE'S SAFETY

(1) The Federation and the County mutually agree that employes' and public safety is a primary concern and that every effort shall be made to promote safe equipment, safe work habits and safe working conditions. To that end, the Federation shall have one advisory representative on the Employe Safety Committee of the Mental Health Division and one representative on the County Safety Committee. When minutes of the Committee meetings are kept, a copy thereof shall be forwarded to the Federation of Nurses and Health Professionals.

(2) The County shall maintain an immunization record on all employes with respect to the following communicable diseases:

Mumps Chicken Pox Tuberculosis

Measles Rubella Hepatitis B

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

2.38 JURY DUTY

(1) Jury duty is the responsibility of all citizens. An employe summoned for jury duty will be required to immediately present such Summons to the employe's supervisor and indicate the dates on which the employe will be required to serve.

(2) An employe who reports for jury duty on a regularly scheduled workday shall be paid for that day at the employe's regular rate, excluding premiums of any kind. Employes assigned to the second or third shift shall be considered as being assigned to the first shift during period of jury duty.

(3) In the event that an employe is excused from jury duty for 6 hours or more per day, he/she shall return to duty and work the completion of their regular shift.

(4) All fees received by employes serving as jurors shall be deposited with the County Treasurer. The County Treasurer shall send a check to each County employe for that portion of the fee attributable to expenses. An employe may retain the entire fee on days the employe reports for jury duty during vacation, off days, personal days, or other unscheduled times.

(5) If as a result of acting within the scope of their employment an employe is subpoenaed in the interest of Milwaukee County as determined by the Corporation Counsel, time spent in court, as well as travel time up to 8 hours per day shall be paid by the County. Employes wishing to be compensated in accordance with the above shall be required to turn over the witness fee to the County Treasurer.

2.39 DIRECT PAYROLL DEPOSIT

The Milwaukee County Direct Deposit Program is available upon request.

2.40 CHANGES IN CLASSIFICATION

(1) When, in the judgment of the Federation, a position or group of positions in the bargaining unit is improperly classified because of changes in the duties or responsibilities, the Federation shall submit its recommendations for reclassification in writing to the Director of the

Department of Human Resources. All requests shall include an updated position description, detailed information regarding the duties assigned to the position, a summary of the change in duties and other pertinent information in a format designated by the Director of Human Resources. The Director of Human Resources shall review the duties assigned to the position as well as any other information provided and submit a recommendation to the Union.

(2) In the event the Union concurs with the recommendations of the Director of Human Resources to reclassify a position, the recommendation shall be included in a report distributed to all County Board Supervisors.

(3) In the event the Union does not concur with the recommendation of the Director of Human Resources, both parties may request or provide such additional information as may clarify the appropriate classification for the position. After reviewing the additional information, if both parties concur that a reclassification is appropriate, the recommendation of the Director of Human Resources shall be included in a report distributed to all County Board Supervisors.

(4) In the event the Union and the Director of Human Resources cannot agree on the appropriate classification for an existing position, either party may appeal to the Personnel Committee within 30 days of receiving notice of the Director of Human Resources final recommendations. Both parties shall submit a written summary of the rationale for their opinion to the Personnel Committee as well as any other information deemed appropriate. The decision of the County Board on the Personnel Committee recommendation, subject to review by the County Executive, shall be final and if a change in classification is approved, it shall be implemented the first day of the pay period following that in which a resolution adopted by the County Board has been approved by the County Executive.

(5) Monthly while a reclassification is pending, the Director of Human Resources shall provide a report to the Personnel Committee which lists all position reclassification which the Director intends to approve, along with a fiscal note for each. This report shall be distributed to all County Supervisors and placed on the Personnel Committee agenda for informational purposes. If a County Supervisor objects to the decision of the Director of Human Resources within seven working days of receiving this report, the reclassification shall be held in abeyance until resolved by the County Board upon recommendation of the Personnel Committee, and subsequent County Executive action. If no County Supervisor objects, the reclassification shall be implemented the first day of the first pay period following the meeting of the Personnel Committee and in compliance with collective bargaining agreements. In the event the County Board takes no action on a reclassification, after receipt of a recommendation from the Personnel Committee, the reclassification shall be implemented the first day of the first pay period following action by the County Executive or, in the event of a veto, final County Board action.

(6) The new rate of pay for the position reclassified shall be effective 120 days from the date of the request for reclassification or upon the effective date of the reclassification, whichever is less, except in instances where the position is reclassified to a classification in a lower pay range the provisions of Chapter 17 of the County Ordinances shall apply.

(7) The Director of the Department of Human Resources or the department head shall not be precluded from initiating a review of the classification of any represented position if he/she feels such a review is appropriate.

2.43 DEFERRED COMPENSATION

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

2.44 CHARGE DIFFERENTIAL

(1) Registered Nurses employed at the Sheriff's Department, or House of Correction, who are assigned Charge Nurse duties, shall receive a 25 cent per hour differential for the performance of such duties in 2001, 50 cents in 2002, 75 cents in 2003, and $1.00 in 2004 provided that:

(a) Such employe is designated as the Charge Nurse on the work schedule by the Sheriff or his/her designee, or the House of Correction Superintendent or his/her designee, and

(b) Such employe is assigned to such duties for a minimum of 4 hours. In no event shall the Charge Nurse Differential be paid to more than one employe for the same hours.

(c) Such employe, during the term of the assignment, shall be exempt from the provisions of 2.08

(2) The County will make every reasonable effort to select employes from among those who have volunteered for such assignment.

2.45 CHILD CARE VOUCHERS

Employes shall be eligible to participate in a voucher program which will enable child care expenses be paid with pre-tax income. Such program will be administered by a vendor, to be selected by Milwaukee County, and shall be in conformance with state and federal regulations.

2.46 EMPLOYE LIABILITY

If the defendant in any action or special proceeding is a public employe and is proceeded against as an individual because of acts committed while carrying out the employe's duties as an employe and the jury or the court finds that such defendant was acting within the scope of the employe's employment, the judgment as to damages and costs entered against the employe in excess of any insurance available to the employe shall be paid by the County of which the defendant is an employe. Regardless of the results of the litigation, the governmental unit, if it does not provide legal counsel to the defendant employe, shall pay reasonable attorney's fees and costs of defending the action, unless it is found by the court or jury that the defendant employe did not act within the scope of employment. Failure by the employe to give notice to the employe's department head of action or special proceeding commenced against the defendant employe as soon as reasonably possible is a bar to recovery by the employe from the County of reasonable attorney's fees and costs of defending the action. The attorney's fees and expenses shall not be recoverable if the County offers the employe legal counsel and the offer is refused by the defendant employe.

2.47 INCOME CONTINUATION INSURANCE

The County shall provide employes with the option of purchasing short term income continuation insurance coverage via payroll deduction. Employes shall be offered the option of purchasing short term income continuation insurance coverage in accordance with the provisions of any plan which may be offered by Milwaukee County.

PART 3

3.01 ROLE OF THE REGISTERED NURSE

(1) The County recognizes that the registered nurse is responsible for the direct and/or indirect total nursing care of patients and that the proper utilization of nursing skills requires that various supportive personnel and services are provided to assist the nurse in giving nursing care.

(2) The nurses must and shall have authority commensurate with their responsibility for directing the work of the various auxiliary and nursing personnel who are assigned to nursing units to perform various tasks which are a part of total nursing care.

(3) The County will make every reasonable effort to implement the principle of relieving the registered nurse of such tasks as cleaning units following patients' discharge, delivering drugs from pharmacy to the wards and correctional institutions, transporting stable patients and their records, transporting specimens and performing clerical duties.

(4) The County agrees that relief from nonprofessional tasks is desirable in allowing nurses to perform the duties for which they were educated and will make every effort to implement the transfer of such nonprofessional duties to other services or auxiliary personnel.

(5) The parties further agree that it is the County's responsibility to attempt to provide adequate numbers of registered nurses and auxiliary nursing personnel on all shifts as necessary, consistent with sound practices, and to fill approved vacancies as soon as possible in order to provide safe and adequate nursing care and to make maximum utilization of the training and competencies of all nursing personnel.

3.02 EMPLOYE LISTS

(1) The County shall supply the Federation with a monthly list of any hires and terminations within its bargaining unit. The lists shall contain the names, addresses, phone numbers, and classification, and be listed within work units established for check distribution purposes.

(2) The County shall notify the Federation whenever an employe is promoted out of, transferred into, or retires from the bargaining unit within 30 days.

(3) The County shall notify the Federation of name changes and classification changes within 30 days.

3.04 IN-SERVICE TRAINING

Time spent by employes for in-service training while off duty shall be considered as hours worked. Attendance at in-service training programs scheduled during shifts other than those to which the employe is assigned shall not be compulsory.

3.05 BARGAINING TIME

Employes serving as member of the Federation bargaining committee shall be paid their normal base rate for all hours spent in contract negotiations carried on during their regular workday. Efforts shall be made to conduct negotiations during non-working hours to the extent possible and in no case shall such meetings be unnecessarily protracted. Employes released from duty for negotiations shall not be required to find a replacement as a condition of such release and shall be allowed reasonable travel time between their work site and meeting location.

3.06 VOLUNTARY TIME OFF

(1) When employe requests to reduce their work week or go on leave of absence without pay are approved by their appointing authority as part of a cost reduction program due to declining census, they will continue to accrue the following benefits as though their employment status had not changed:

(a) Holiday

(b) Vacation Accrual

(c) Competitive Seniority

(d) Health, Dental and Life Insurance Premiums

(e) Sick Leave Accrual

(f) Pension Service Credits (prospectively and retrospectively)

(2) Employes may utilize voluntary time off in increments of less than one complete shift.

(3) Compensatory time or accrued holiday time expiring during such leave of absence without pay shall be extended for an additional 13 payroll periods after the employe returns to duty. Bargaining unit employes will be permitted to carry over vacation in accordance with Section 2.21 of the current agreement.

(4) Leaves of absence under this section shall not be used as a substitute for other types of unpaid leaves authorized by this Agreement.

3.07 ACCESS TO PERSONNEL FILES

(1) Employes, or their designees, shall have the right to examine their departmental personnel files at reasonable times in the office where such files are maintained. Requests for such examination shall be made to the appropriate department head in writing. Upon receipt of such request, the appropriate department head shall arrange a time and place where such examination may be made. In the event a department maintains more than one file on an individual employe, all such files shall be made available to the employe at the time and place designated by the department head. A list of the generally recognized locations of employe personnel files shall be submitted to the Federation of Nurses and Health Professionals.

(2) Examinations of employes' files shall be conditioned upon the following:

(a) Neither the employe nor any person on the employe's behalf shall remove the file or any of the documents contained therein from the office in which the inspection is conducted.

(b) Upon written request of the employe made upon forms furnished by the County, the department in which the employe's files are kept shall provide photostatic copy or other reproduction of matters contained therein on the following conditions:

1. The documents to be copied shall be specifically identified on the request form.

2. Such documents shall be relevant to the purpose of the inspection which shall be stated on the request form.

3. Such copies shall be made available to the employe or their designee within 48 hours from the time of the request.

(c) Such inspection shall be conducted as expeditiously as possible and in a manner which does not interrupt the normal work flow of the department.

(3) Any correspondence made in writing to the appropriate department head concerning matters contained in such file shall be made part thereof. Material related to employe performance will be discussed with the employe prior to insertion in the employe's personnel file.

(4) No reference to employe participation in the grievance procedure shall be placed in the employe's personnel file.

3.08 EMPLOYE PERFORMANCE EVALUATIONS

(1) Employe performance evaluations shall be reviewed with the employe before such evaluations are placed in the employe's personnel file. The employe shall sign such evaluations after they are completed in ink or typed and be given a copy of same.

(2) Employe shall have the right to submit written comments with respect to their performance evaluation in accordance with Section 3.07(3).

(3) Employe evaluations shall be completed in a timely manner and expeditiously forwarded to the Department of Human Resources.

(4) At the Mental Health Division, employes shall have the right to appeal their evaluation in accordance with the appeal process developed jointly through the Nurse Practice Committee.

3.09 LAYOFF AND RECALL

(1) The Department of Human Resources will make every reasonable effort to place employes who would be affected by a layoff in order of their seniority into vacancies which have been approved for filling. Employes will be required to accept such placement.

(2) In the event there are insufficient vacancies approved for filling and that it becomes necessary to layoff bargaining unit employes, volunteers will be given first consideration, based on total Countywide seniority, in order to avoid compulsory layoffs. Employes who volunteer for layoff shall be placed on the layoff/recall list for the classification from which layoff occurred for three years and one day from the date of layoff.

(3) Employes affected by layoff shall have a right to another position in the County service for which they are qualified in accordance with the following procedure:

(a) Displace the least senior employe in the same or comparable classification, as determined by the Department of Human Resources, based on minimum qualifications, under the same appointing authority. This least senior employe shall displace the least senior employe in the same or comparable classification, as determined by the Department of Human Resources, based on minimum qualifications, in the County service. A part-time employe may displace a less senior part-time employe holding the same classification, and a full-time employe may displace a less senior full-time employe holding the same classification. However, a full-time employe who is willing to accept part-time employment, may displace a less senior part-time employe holding the same classification.

(b) All nursing employes shall have the right to displace the least senior RN I in the County's service provided they have more seniority.

(c) The County will not object to a claim for unemployment compensation filed by any employe who was affected by layoff, including those who volunteered for layoff, unless the employe was offered a position in County service in the same classification and FTE status.

(4) Employes on layoff shall be recalled to vacancies in the classification previously held based on their respective seniority, with the most senior employe being recalled first. Employes who held a full-time position prior to layoff shall be placed on the layoff/recall list for both full-time and part-time positions, but shall be removed from the part-time layoff/recall upon refusing an offer of part-time employment and shall be removed from the layoff-recall list for both full-time and part-time employment upon refusing an offer for full-time employment. An employe who held a part-time position prior to layoff shall be placed on the layoff/recall list for part-time employment. All employes shall be placed on the layoff/recall for three (3) years and one day from the day of layoff.

(5) Vacancies shall be filled using the layoff-recall list prior to filling in any other manner, including postings and change of status.

(6) If programs or functions will become inoperable by reason of the application of this section, the employer may protect individual employes from layoff to ensure the operability of programs or functions. If the County determines to lay off in a manner inconsistent with the seniority provisions of this section, the County shall be required to discuss such layoff with the Federation of Nurses and Health Professionals. If agreement cannot be reached as to the appropriate individual employes necessary to ensure the operability of programs or functions, an arbitrator will be selected in accordance with Sec. 4.03(1) who will hold an immediate hearing and issue a bench decision solely on the

appropriate individual employes necessary to be retained outside of seniority order for continued program operation. Failure of the arbitrator's decision shall not stay the effective date of the layoff. If by reason of the award any employe is returned to duty the employes shall be made whole.

3.11 UNION VOTES

Employes may be permitted to leave their work stations to participate in Union referenda, such as Contract ratification votes, with the consent of their immediate supervisor, and such consent shall not be unreasonably withheld.

3.12 DEPARTMENT WORK RULES

The Federation recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, duties and powers, pursuant to the statutes of the State of Wisconsin, the ordinances and resolutions of the County and the rules of the Civil Service Commission. The Federation recognizes the exclusive right of the County to establish reasonable work rules. The County shall meet with the Federation for the purpose of discussing the contemplated creation or modification of such rules 5 days prior to implementation, except in emergency situations where no advance notification shall be required. In such situations, the County shall meet with the Federation as soon as practicable following implementation. The County shall submit to the Federation written copies of the proposed work rule change prior to the meeting to discuss these proposals.

3.14 REGULAR POOL NURSE

(1) The County agrees to the concept of a Nurse Pool to be staffed by RNI (Pool), Title Code 445.1,-RN I - MH (Pool), Title Code 445.3 and Regular Pool Nurse - Corrections. A regular Pool Nurse is an employe licensed as a nurse in the State of Wisconsin and employed on an hourly basis.

(2) Regular Pool Nurses shall be compensated at a rate of $25.00 per hour effective pay period 1, 2001. Thereafter, this rate will be adjusted by the general wage increase.

Regular Pool Nurses shall be granted a bonus based on total pool hours paid at the end of each payroll year. (Pay Period 1-26), based on total pool hours paid, as follows:

201 - 400 hours	$250
401 - 800 hours	$600
801 or more hours	$1,000

This bonus shall be paid as soon as administratively possible.

(3) Pool employes' duties shall be those normally performed by Registered Nurses I except as

limited in Section 1.06.

(4) Pool employes may participate in group health and dental plans by paying the monthly premiums.

(5) Evaluation may be done at any time there is a need but must be done after orientation and yearly. For pool employes who work in one area, the area supervisor will do the evaluation. For pool employes who work in more than one area, the supervisors will collaborate on the evaluation.

(6) Every effort will be made to offer assignments based on the employe's indicated availability. Pool nurses working in 7-day service are required to work a minimum of two shifts per month. One of the required shifts will be on a weekend, off-shift or major holiday. The minimum shift requirement will be met if there is no need to have the pool employe work a weekend, off-shift on major holiday. If pre-scheduled shifts are cancelled by management, then these hours will be counted toward meeting minimum requirements. Shifts cancelled by the employe will not count towards the requirements. Failure of a pool employe to be available to meet the minimum requirements may be considered a resignation.

(7) A permanent employe who opts to become a regular Pool Nurse and returns to permanent status shall be credited with all hours worked as a permanent employe and a pool employe for purposes of determining the step in the pay range at which the employe shall be compensated or the formula included in 2.01 (2) whichever is greater.

(8) A regular Pool Nurse who accepts an appointment to a permanent position shall be credited with all hours worked as a pool employe for the purpose of determining the step in the pay range at which the employe shall be compensated or the formula included in 2.01(2) whichever is greater.

(9) Pool Nurses shall not accrue any benefits during their status as pool employes other than seniority, in accordance with Section 2.34.

(10) Nurses in the pool with no prior break in service shall have vacation, sick leave, pension credits* and seniority credits accrued at the time of appointment to pool status restored upon return to permanent status and will receive seniority credit for all pool hours worked.

*In accordance with the provisions of the Employes' Retirement System.

(11) Scheduling Policies:

(a) Requests for additional hours by Nurses on regularly scheduled work weeks of less than forty hours on affected units will be honored before scheduling Pool Nurses.

(b) Pool Nurses may be called upon to fill staff needs after the schedule has been posted, prior to offering of overtime to regular employes provided hours for pool will not

result in increased off shift rotation for full time, part time or pro-rata employes. However, once an overtime shift has been confirmed, a regular nurse cannot be canceled by a pool nurse.

(c) If more than one Pool Nurse is scheduled on the same program and one is not needed, cancellation of hours shall be rotated among pool employes.

(d) Pool Nurses who sign up for a shift are considered to be scheduled. Pool Nurses absent from scheduled shifts in excess of two (2) shifts within three (3) scheduling periods may be disciplined up to and including termination. This section shall not supercede or interfere with the County's right to discipline employes.

(12) Pool Nurses will not be assigned to units outside of their area of practice.

(13) The following provisions of this Agreement apply to Pool Nurses: Part I, 2.01, 2.02, 2.03, 2.04, 2.05, 2.07, 2.10, 2.25, 2.27*, 2.28, 2.29, 2.31, 2.34, 2.35, 2.37, 2.39, 2.40, 2.44, 3.02, 3.04, 3.08, 3.11, 3.12, 3.14, 4.01, 4.02, 4.03, 5.02(5), 5.03, 6.01, 6.02, 6.03.

*After 500 hours worked per year as a Pool Nurse.

(14) If a Pool Nurse calls in two (2) hours prior to the start of Pool Nurse shift and is told to report for duty, reports for duty and is sent home, Pool Nurse will be paid a minimum of four (4) hours.

(15) Pool employes who work a major holiday will be compensated at time and one-half.

3.15 TECHNOLOGICAL CHANGES

(1) The County has the right to implement technological changes, subject to the terms of this Agreement.

(2) Whenever technological changes occur and the appointing authority determines that additional training is necessary, such training will be conducted during the employe's regular working hours. The County reserves the right to modify employe's regular working hours to accommodate such training.

(3) The County agrees to meet with the Federation in advance of the implementation of significant technological changes for the purpose of discussing the implementation of same.

(4) The County recognizes the fact there are now many work areas where bargaining unit employes are expected to enter patient information into computer terminals and that these entries are critical to accurate patient information and quality care. In order to maintain accuracy and privacy, employes in the nursing service will create their own confidential password compatible with the system software to access the computer. This code will be known only to the employe, will be accessible through the system to the computer department only and will be inaccessible to other employes.

PART 4

4.01 FAIR SHARE AGREEMENT

(1) Effective in accordance with the referendum conducted by the Wisconsin Employment Relations Commission on July 13, 1973, and each pay period thereafter during the terms of the current collective bargaining Agreement between the parties, and unless otherwise terminated as hereinafter provided, the employer shall deduct from the biweekly earnings of the employes specified herein an amount equal to each such employe's proportionate share of the cost of the collective bargaining process and contract administration and pay such amount to the treasurer of the certified bargaining representative of such employes within 10 days after such deduction is made, provided:

(a) That as to employes in the employ of the employer as of the effective date of this agreement, such deduction shall be made and forwarded to the treasurer of the certified bargaining representative from the biweekly earnings of all bargaining unit employes.

(b) That such deduction shall be made and forwarded to the treasurer of the certified bargaining representative from the biweekly earnings of new bargaining unit employes in the first full pay period following the employes' date of hire.

(c) In order to insure that any such deduction represents the proportionate share of each employe in the bargaining unit of the cost of collective bargaining and contract administration, it is agreed as follows:

1. That prior to the implementation of the agreement, the Federation shall submit to the County a schedule of monthly dues levied by its organization.

2. Any increase in dues or fair share amounts to be deducted shall be certified by the Federation at least 15 days before the start of the pay period the increased deduction is to be effected.

3. The Federation agrees that no funds collected from non-members under this fair share agreement will be allocated for, or devoted directly or indirectly to, the advancement of the candidacy of any person for any political office.

4. The County agrees to honor voluntary contribution deductions for political purposes from bargaining unit employes. Such contributions shall be handled as payroll deductions on a biweekly basis.

(2) In the event during the continuance of its recognition, the Federation, its officers, agents or employes, or any of its members, acting individually or in concert with one another, engage in or encourage any Federation authorized strike or work stoppage against the County, including any of its departments and/or agencies, the deductions and payments of fair share contributions made in accordance with this agreement, including deductions or payments made to the Federation on behalf of employes who have signed and have on file current dues deduction (voluntary checkoff) cards, shall be terminated forthwith by the County.

Thereafter, for a period of one year, measured from the date of the onset of such strike or work stoppage, no deductions whatever shall be made from the earnings of any employe nor shall any payment whatever be made to the treasurer of the Federation on account of dues deduction (voluntary checkoff) or fair share agreement contributions. During the period of suspension of dues deduction (voluntary checkoff) and fair share agreement contributions, for cause as herein set forth, Federation shall be forfeit of any and all of its rights as exclusive bargaining representative as accorded the Federation by the Wisconsin Employment Relations Commission.

(3) In the case of an unauthorized strike, work stoppage, slowdown or other interference with any phase of the County's operation by Federation members, the County will notify the Federation officials in writing of such occurrence. The Federation shall, as promptly as possible, denounce the strike, work stoppage, slowdown or other interference with any phase of the County's operation and order its members to return to work. Good faith compliance with these requirements will stay the effect of par. (2). Failure on the part of the Federation to immediately denounce the strike, work stoppage, slowdown or other interference with County operations, and/or to order its members back to work, shall constitute an admission on the Federation's part that such strike, work stoppage, slowdown or other interference with County operations is authorized.

(4) In the event the provisions of this fair share agreement are successfully challenged by any person affected thereby, and it is determined by an administrative body or a court of competent jurisdiction that the deductions made pursuant to the provisions hereof are in any manner in conflict with the rights of the challenging party as those rights are affected by Ch. 63, Wis. Stats., or other provisions of law applicable to public employment, which determination results in an order or judgment against Milwaukee County requiring that it repay to the challenging party and/or to any or all members of the class represented by such challenging party such sums as have been deducted from their earnings in accordance with the provisions hereof, the Federation agrees to indemnify the County in full, including any and all costs of interest which may be a part of such order or judgment, for all sums for which the County has been determined to be liable.

During the pendency of any action brought challenging the provisions of this fair share agreement or the right of the Federation and the County to enter into such an agreement, all sums which

the County has agreed to deduct from the earnings of employes covered by the agreement and transmit to the treasurer of the Federation, except sums deducted pursuant to voluntary checkoff cards on file with the employer, shall be placed in trust with a Milwaukee bank pending the ultimate disposition of such action. In the event the outcome of such action favors the continuance of the fair share agreement, the monies held in trust, together with one-half of the interest earned thereon, shall be paid to the Federation upon entry of judgment in such action. The balance of the accrued interest shall be paid to Milwaukee County.

4.02 GRIEVANCE PROCEDURE

The County recognizes the right of an employe to file a grievance and will not discriminate against any employe for having exercised his/her rights under this Section.

(1) APPLICATION

Only matters involving the interpretation, application or enforcement of the terms of this Agreement shall constitute a grievance.

A grievance shall mean a controversy which exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employe or group of employes concerning the application of wage schedules or provisions relating to hours of work and working conditions contained in or referenced to in this Agreement. The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits and position classifications established by ordinances and rules which are matters processed under other existing procedures. Grievances filed under this grievance procedure shall not be resolved in a manner which conflicts with this Agreement, Civil Service Rules, Milwaukee County Government Ordinances and Resolutions, or binding past practices established by the parties unless such resolution is agreed upon by the Director of Labor Relations and the President of the Federation.

(2) REPRESENTATIVES

An employe may choose to be represented at any step in the procedure by representative (not to exceed two) of the employe's choice. However, representative status shall be limited at all steps of the procedure to those persons officially identified as representatives of the Federation. The Federation shall maintain on file with the County a listing of such representatives.

(3) TIME OF HANDLING

Whenever practical, grievances will be handled during the regularly scheduled working hours of the parties involved. The County agrees to provide at least 48 hours written notice of the time and place of the hearing to the grievant and the Federation.

(4) TIME LIMITATIONS

If it is impossible to comply with the time limits specified in the procedure because of work schedules, illness, vacations, etc., these limits may be extended by mutual consent in writing (extension of grievance time limit Form #4894). If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance may be appealed directly to the next step of the procedure.

(5) SETTLEMENT OF GRIEVANCES

Any grievance shall be considered settled at the completion of any step in the procedure if the president of the Federation or designee and the director of Labor Relations, and the appointing authority or their designee are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.

(6) FORMS

There are 2 separate forms used in processing a grievance:

(a) Grievance Initiation Form;

(b) Grievance Disposition Form;

All forms are to be copied in quadruplicate. Two copies are to be retained by the person originating the form; the remaining copies shall be served upon the other person involved in the procedure at that step, who shall distribute them in such manner as the department head shall direct. The department head shall furnish one copy to the Department of Labor Relations. The forms are available in the office of the Department of Human Resources and in any County department or institution, where they shall be readily available to all employes.

(c) Procedures to be followed when initiating a written grievance:

(1) The employe alone or with employe's steward shall cite the specific language of the rule, regulations or contract provision that was alleged to have been violated at the first step of the grievance procedure.

(2) The employe alone or with employe's steward shall in writing provide the employe's immediate supervisor designated to hear grievances a detailed explanation as to when, where, what, who, and why the employe believes that employe's contractual rights have allegedly been violated. The written Grievance Initiation Form shall contain the date or time that the employe alleges that employe's contractual rights have been violated.

(3) The employe alone or with employe's steward shall specifically detail the relief the employe is requesting. The specific relief being requested shall be in writing. The requested relief at the written step of the grievance procedure shall remain the same through all steps of the grievance procedure.

(4) If more space is required than is provided for on the Grievance Initiation Form in order to comply with the provisions of this section, the employe shall be permitted to submit written attachments to said form.

(5) The Grievance Initiation shall be prepared by the employe or with employe's steward in a manner that is neat, clear, and discernible to a third party. The grievant(s) must sign the grievance. A minimum of three (3) signatures are required for a group grievance. Failure of the grievant(s) to sign the grievance shall bar the grievance from being processed.

(6) Failure on the part of the employe alone or with the steward to follow section 4.02 (6)(c) 1,2,3,4, or 5, shall make the Grievance Initiation Form null and void and the employe's immediate supervisor designated to hear grievances shall return the Grievance Initiation Form to the employe for corrections.

(7) The procedures outlined in 4.02 (6) (c), 1,2,3,4,5 and 6 are to clarify the grievance process. These procedures shall not be used as a bar to the right of an employe to file a grievance. These procedures are to assist the employe and management in the resolution of grievances at their lowest level of the grievance procedure. It is understood by the parties that should a dispute arise as to the intent of this section, the President or her designee and the Director of Labor Relations and/or his designee will meet to discuss the dispute and resolve it to the mutual satisfaction of both parties.

(7) STEPS IN THE PROCEDURE

(a) STEP 1

1. The employe alone or with employe's representative shall explain employe's grievance verbally to employe's supervisor designated to respond to employe grievances

2. The supervisor designated in paragraph 1 shall within 3 working days verbally inform the employe of supervisor's decision on the grievance presented.

3. If the supervisor's decision resolves the grievance, the decision shall be reduced to writing on a Grievance Disposition Form within 5 working days from the date of the verbal decision and a copy of said disposition shall be immediately forwarded to the Director of Labor Relations.

(b) STEP 2

1. If the grievance is not settled at the first step, the employe or employe's representative shall prepare the grievance in writing on the Grievance Initiation Form and shall present such form to the supervisor designated in step 1 to initial as confirmation of supervisor's verbal response.

(a) The employe alone or with employe's steward shall fill out the Grievance Initiation Form pursuant to Section 4.02 (6) (c), 1,2,3,4,5 and 6 of this Agreement.

2. The employe or employe's representative after receiving confirmation shall forward the grievance to employe's appointing authority or to the person designated by the appointing authority to receive grievances within 5 working days of the verbal decision.

3. The person designated in (7)(b) 2. above will schedule a hearing with the persons concerned and within 15 working days from date of service of the Grievance Initiation Form, the Hearing Officer shall inform the aggrieved employe, the Federation, and the Director of Labor Relations in writing of the hearing officer's decision.

4. Those grievances which would become moot if unanswered before the expiration of the established time limits will be answered as soon as possible after the conclusion of the hearing.

If the grievance is not resolved at Step 2 as provided, the Federation shall refer such grievance within 15 working days to Step 3.

(c) STEP 3

1. The Director of Labor Relations or designee shall attempt to resolve all grievances timely appealed to the third step. The Director of Labor Relations or his/her designee shall respond in writing to the union within 45 calendar days from the date of receipt by the Director of Labor Relations of the second step appeal.

2. In the event the Director of Labor Relations or designee and the President or designee of the Federation mutually agree to a resolve of the dispute it shall be reduced to writing and binding upon all parties and shall serve as a bar to further appeal. The President, or his/her designee of the union shall mail, with the appropriate union signature to the Director of Labor Relations' office, the Director's disposition indicating the union's approval or disapproval of said third step disposition. The union shall return the third step disposition within 45 calendar days of the third step decision. Failure of the union to respond shall mean the grievance is withdrawn and it is null and void and will not be processed further.

(d) STEP 4

1. If the grievance is not settled at Step 3, the Federation may refer such grievance to arbitration. Such reference shall be made within 45 days from the date of the conclusion of Step 3.

(8) The first and second step hearing officers shall forward a copy of their disposition to the Department of Labor Relations at the same time they notify the grievants of their disposition. The Director of Labor Relations or his/her designee shall have the unilateral authority to modify any grievance disposition

rendered in Step 1 and/or Step 2 and shall within five (5) days of the disposition, notify the union and the department of any such modification. Within fifteen (15) days a Step 3 hearing shall be held.

(9) No grievance shall be initiated after the expiration of 90 calendar days from the date of the grievable event, or the date on which the employe becomes aware, or should have become aware that a grievable event occurred, whichever is later. This clause shall not limit retroactive payment of economic benefits for which it has been determined the County is liable nor would it prohibit a prospective adjustment of an ongoing situation.

(10) Representation at hearings on group grievance, shall be limited to two aggrieved employes and Federation representatives, not to exceed two, except in those cases where the Federation and the Director of Labor Relations or designee agree that the circumstances of the grievance are such as would justify participation by a larger number. One employe shall be designated as the grievant to whom the grievance disposition forms shall be forwarded.

(11) At each successive step of the grievance procedure, the subject matter treated and the grievance disposition shall be limited to those issues arising out of the original grievance as filed.

(12) In those cases in which an employe elects not to be represented by a Federation representative, the grievance shall not be resolved in a manner inconsistent with the existing collective agreement. In such cases, the Office of the Federation shall be notified of such grievances and the hearing dates.

(13) A copy of all grievance dispositions shall be promptly forwarded to the aggrieved, a representative designated on the grievance form, and the office of the Federation.

4.03 SELECTION OF ARBITRATOR

(1) To assist in the resolution of disputes arising under the terms of the Agreement and in order to resolve such disputes, the parties agree to petition the Wisconsin Employment Relations Commission to appoint a member of their staff to serve as arbitrator to resolve all grievances arising between the parties.

(2) HEARINGS

(a) The arbitrator shall have the authority upon referral of a grievance to investigate such grievance in such manner as in the arbitrator's judgment will apprise the arbitrator of all of the facts and circumstances giving rise to such grievance to enable the arbitrator to reach a decision. The arbitrator shall have the authority to conduct hearings and to request the presence of witnesses. At such hearings both the County and the Federation may be represented by counsel and may call witnesses to testify in their behalf. Either party may request that a transcript of the proceedings be made. Any expenses incurred for witness fees or for the cost of the reporter and the

preparation of transcript shall be borne by the party requesting the same unless the parties by mutual agreement consent to share such costs. The fees of the arbitrator shall be divided equally between the parties. The arbitrator shall complete arbitrator's investigation within a reasonable period of time and file arbitrator's decision and the reasons therefore in writing with the Department of Labor Relations.

(b) The filing of such grievance shall not stay the effectiveness of any rule, directive or order which gave rise to such grievance and any such rule, directive or order shall remain in full force and effect unless rescinded or modified as a result of the arbitrator's award.

(c) Any time prior to the filing of the arbitrator's award with the Department of Labor Relations, either party may petition the arbitrator to reopen the record for the purpose of presenting additional evidence.

(3) INTERPRETATION OF AGREEMENT

Any dispute arising between the parties out of the interpretation of the provisions of the Agreement shall be discussed by the Federation with the Department of Labor Relations. If such dispute cannot be resolved between the parties in this manner, either party shall have the right to refer the dispute to arbitration in the manner prescribed in par. (1), except as hereinafter provided.
The parties may stipulate to the issues submitted to the arbitrator and shall present to such arbitrator either orally or in writing, their respective positions with regard to the issues in dispute. The arbitrator shall be limited in arbitrator's deliberations and decision to the issues so defined. The decision of the arbitrator shall be filed with the Department of Labor Relations.

(4) ARBITRATOR'S AUTHORITY

The arbitrator in all proceedings outlined above shall neither add to, detract from nor modify the language of any civil service rule or resolution or ordinance of the Milwaukee County Board of Supervisors, nor revise any language of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted.

(5) FINAL AND BINDING

The decision of the arbitrator when filed with the parties shall be binding on both parties.

PART 5

5.01 DISCIPLINARY SUSPENSIONS

(1) In cases where an employe is suspended for a period of 10 days or less by the employe's department head, pursuant to the provisions of sec. 63.10, Wis. Stats., the Federation shall have the right

to refer such disciplinary suspension to the arbitrator who shall proceed in accordance with the provisions of Section 4.03(2)(a). Such reference shall in all cases be made within 60 working days from the effective date of such suspension. The decision of the arbitrator shall be served upon the Department of Labor Relations and the Federation. In such proceedings the provisions of Section 4.03(2)(c) shall apply.

(2) In cases where an employe is suspended a second time within a 6-month period, the employe so suspended shall have right of a hearing before the Personnel Review Board or the arbitrator on such suspension, but not both. Employes may be represented at such hearings by counsel or by their certified collective bargaining representative.

5.02 REPRESENTATION AT DISCIPLINARY OR DISCHARGE HEARINGS/MEETINGS

(1) At meetings called for the purpose of considering the imposition of a suspension or the filing of charges for discharge, the employe shall be entitled to Federation representation but only at the administrative level at which suspension or discharge may be imposed or effectively recommended, i.e., at the level of the appointing authority or designee for such purposes.

(2) It is understood and agreed that such right is conditioned upon the following:

(a) At the meeting before the appointing authority or their designee, the employe may be represented by Federation officials equal to the number of management officials present at such meeting.

(b) The meeting at which the Federation official is permitted to be present shall not be an adversary proceeding. The Federation official may bring to the attention of the appointing authority or their designee any facts which Federation official considers relevant to the issues and may recommend to the appointing authority on behalf of the employ that Federation official considers to be the appropriate disposition of the matter. The employe shall not be entitled to have witnesses appear on employe's behalf nor shall the supervisory personnel present at such meeting be subject to cross-examination or harassment. These restrictions recognize that the purpose of Federation representative at such meetings is to provide the employe with a spokesperson to enable employe to put employe's case before the appointing authority and, further to apprise the Federation of the facts upon which the decision of the appointing authority or their designee is made.

(c) Recognizing that discipline is most effectively imposed as contemporaneously as possible with the incident leading to such action, it shall be the obligation of the employe to make arrangements to have employe's Federation

representative present at the time the meeting is set by the appointing authority or their designee to consider the imposition of such discipline.

In order to carry out the intent of this Agreement, written notice of the meeting shall be provided to the employe and the Federation not less than 48 hours prior to such a meeting, and such notice shall be accompanied by a brief statement of the basis for the proposed discipline. The inability of the employe to secure the services of any particular Federation representative shall not be justification for adjourning such meetings beyond the date and time originally set by the appointing authority. Prior to setting a time and place for the disciplinary meeting, the County shall make a full investigation of the matter under consideration.

(d) Nothing contained herein shall in any way limit the authority of the supervisory staff to impose summary suspension where the circumstances warrant such action. It is understood that a review of the action of the supervisor will be made at the level of the appointing authority or their designee for the purpose of reviewing the action taken by the immediate supervisor. Meetings to review such summary suspensions shall be held as soon as practicable at the level of the appointing authority or their designee. At such meeting the employe shall be entitled to the rights set forth herein.

(e) Following the conclusion of the hearing the employe and the union will be notified in writing of the results within 7 calendar days.

(3) An employe against whom charges for discharge or demotion have been filed shall be entitled to a hearing on such charges before the Personnel Review Board, where they may be represented by Counsel or by their certified collective bargaining representative.

(4) An employe suspended for 10 days or less shall be entitled to a hearing before an arbitrator, in accordance with Section 5.01.

(5) Regular Pool Nurse (Mental Health), Regular Pool Nurse (Corrections) and RN I (Pool) shall be eligible for representation in accordance with the provisions of (a), (b), (c), and (d) of Section 5.02(2).

(6) Discipline or discharge shall be administered in a manner consistent with Rule VII, Section IV, of the Rules of the Civil Service Commission.

5.03 ACCESS TO WORK LOCATIONS

(1) Reasonable access to employe work locations shall be allowed to officers of the Federation and their officially designated representatives for the purpose of processing grievances or

contacting members of the Federation concerning business within the scope of this Agreement. Such access shall be permitted under the following terms and conditions:

(a) When an employe wishes to initiate a grievance or has been designated as an employe representative in accordance with Sec. 4.02(2) of this Agreement, to represent another employe in the grievance procedure, the employe shall not leave his/her area of work assignment until having received authorization from employe's immediate supervisor. Notification of participation in the grievance procedure shall be made as far in advance as possible. Every reasonable effort shall be made to excuse such employe to permit Federation representatives to meet with employes before the end of the shift.

(b) When leaving the employe's area of work assignment to participate in the grievance procedure in another department, the employe shall report his/her presence to the person in charge of such other department to inform them of the purpose of his/her visit. The employe shall conclude his/her business as expeditiously as possible and in such manner as will not interfere with the normal operations of the department.

(c) Upon completion of employe's business, the employe will return to his/her assigned work area forthwith and shall notify supervision when he/she has done so.

(2) Representatives of recognized employe organizations who are not employes shall be governed by these procedures insofar as they are applicable.

(3) Travel time, when required, shall be governed by the provisions of sec. 3.05 of this Agreement.

(4) Employes engaged in Federation business in accordance with the provisions of this section during working hours shall suffer no loss of pay or benefits.

PART 6

6.01 SUCCESSORS AND ASSIGNS

In the event any institution or department in which unit employes are employed is taken over by any other agency, the County will consult with the successor agency in an effort to have such agency recognize the Federation as the bargaining agent for, and hire affected employes under conditions which would maintain in force the present wages, hours, and conditions of employment to which such employes are entitled under the terms of this Agreement.

6.02 ENTIRE AGREEMENT

(1) The foregoing constitutes the entire Agreement between the parties by which the parties intended to be bound and no verbal statement shall supersede any of its provisions. All existing ordinances and resolutions of the Milwaukee County Board of Supervisors affecting wages, hours, and conditions of employment not inconsistent with this Agreement are incorporated herein by reference as though fully set forth. To the extent that the provisions of this agreement are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be modified to reflect the agreements herein contained.

6.03 SAVING CLAUSE

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

6.04 COLLATERAL AGREEMENTS

From time to time it may be necessary to vary from the terms of this Agreement in order to take into account a unique situation or changing circumstances. When the union and the employer determine that a modification should be made, the parties agree to do so in writing and in compliance with this section of the Agreement.

1. Agreements of this type will be entered into only by the President of the Local or their designee. The signature of the President or their designee on any document reflecting an agreement with the County shall be binding.

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

This Agreement shall remain in full force and effect until replaced by a subsequent Agreement.

Dated at Milwaukee, Wisconsin, this 13th day of March 2001.

(Three copies of this instrument are being executed, all with the same force and effect as though each were an original.)

FEDERATION OF NURSES AND HEALTH PROFESSIONALS
LOCAL 5001, AFT, AFL-CIO

BY _____
Candice Owley, President

BY _____
Barb Kelsey

COUNTY OF MILWAUKEE
a municipal body corporate

BY _____
F. Thomas Ament
County Executive

BY _____
Mark Ryan, County Clerk

IN PRESENCE OF:

_____

_____

_____

_____

Approved for Execution:

_____
Corporation Counsel