

**EXECUTED**

**2009-2011  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
FEDERATION OF NURSES AND HEALTH PROFESSIONALS  
LOCAL 5001, AFT, AFL-CIO**

**MILWAUKEE COUNTY  
LABOR RELATIONS  
COURTHOUSE, ROOM 210  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233  
414-278-4852**

2009-2011  
Federation of Nurses and Health Professionals  
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2009-2011  
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 employees 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 "employee" 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

1 (Mental Health), Registered Nurse II Staff Development, Advance Practice Nurse  
2 Prescriber, Clinical Nurse Specialist, Community Service Nurse, EMS Instructor, RNII  
3 Adult Services Division, RNII Department on Aging, Infection Control Practitioner,  
4 Behavioral Health Emergency Service Clinician, RNI (Pool), and Advance Practice  
5 Nurse Prescriber (Pool). Whenever the term “employee” is used it shall mean in addition  
6 to those set forth above, the following bargaining unit classifications: Forensic Chemist,  
7 Occupational Therapist, Occupational Therapist II, Occupational Therapist III,  
8 Occupational Therapist (Pool), Music Therapist, Music Therapist I, Music Therapist II  
9 and Behavioral Health Emergency Service Clinician.

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

20  
21 1.03 NONDISCRIMINATION

- 22 (1) The County and the Union shall not discriminate in any manner whatsoever against any  
23 employee or applicant for employment because of handicap, race, sex, age, nationality,  
24 political or religious affiliation.
- 25 (2) Sexual harassment shall be considered discrimination under this section. Sexual  
26 harassment shall mean unwelcome sexual advances, requests for sexual favors and other  
27 verbal or physical conduct of a sexual nature when:
- 28 a. Submission to such conduct is made, either explicitly or implicitly, a term or  
29 condition of an individual's employment;
- 30 b. Submission to or rejection of such conduct by an individual is used as the basis for  
31 employment decisions affecting such individual.
- 32 (3) The County and the Union agree that the County will take all appropriate action necessary to  
33 comply with the Americans With Disabilities Law.

1 1.04 DURATION OF AGREEMENT

- 2 (1) The provisions of this Agreement shall become effective January 1, 2009, unless otherwise  
3 herein provided. Unless otherwise modified or extended by mutual agreement of the  
4 parties, this Agreement shall expire on December 31, 2011. If during the term of this  
5 Agreement the State Legislature modifies the educational requirements for the licensure of  
6 Registered Nurses, the County agrees to meet with the Federation for the singular purpose  
7 of negotiating the impact of such legislative action on wages, hours and conditions of  
8 employment.
- 9 (2) The initial bargaining proposals of the County and the Federation for a successor agreement  
10 shall be exchanged at a time mutually agreeable to the parties. Thereafter, negotiations shall  
11 be carried on in an expeditious manner and shall continue until all bargainable issues  
12 between the parties have been resolved.

13  
14 1.05 MANAGEMENT RIGHTS

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

1 terms of this Agreement. But these rights shall not be used for the purpose of discriminating against any  
2 employee or for the purpose of discrediting or weakening the Federation.

3 In the event a position is abolished as a result of contracting or subcontracting, the County will  
4 hold advance discussions with the Federation prior to letting the contract. The Federation's  
5 representatives will be advised of the nature, scope of work to be performed, and the reasons why the  
6 County is contemplating contracting out work. Notification for advance discussions shall be in writing  
7 and delivered to the President of the Federation by certified mail.

8

9 1.06 WORK OF THE BARGAINING UNIT

- 10 (1) Employees in classifications not certified by the Wisconsin Employment Relations  
11 Commission as being included in this bargaining unit will not normally be required to  
12 perform duties which have been exclusively performed by bargaining unit employees.
- 13 (2) No commercial pool employees will be assigned work normally performed by members  
14 of the bargaining unit without first having made a reasonable attempt to meet the  
15 workload with qualified bargaining unit employees.
- 16 (3) The County agrees that employees shall normally be assigned job duties consistent with  
17 their classification. The general term "all other duties as may be assigned" which appears  
18 on the civil service examination announcement is intended to mean duties consistent with  
19 the classification and subject to the provisions of sec. 2.09 of this Agreement.

20

21 1.07 AFFIRMATIVE ACTION STATEMENT

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

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

PART 2

2.01 WAGES

- (1) Effective Pay Period One (1) 2010, (December 27, 2009) wages of bargaining unit employees shall be increased by one and one quarter percent (1.25%).
- (2) Effective Pay Period Fourteen (14) 2010, (June 27, 2010) wages of bargaining unit employees shall be increased by one percent (1%).
- (3) Effective Pay Period One (1) 2011, (December 26, 2010) wages of bargaining unit employees shall be increased by one and one quarter percent (1.25%).
- (4) Effective Pay Period Fourteen (14) 2011, (June 26, 2011) wages of bargaining unit employees shall be increased by one percent (1%).
- (5) The adjusted salary schedules are detailed in Appendix B.
- (6) The County may reopen the Agreement at any time during its term for the sole purpose of discussing economic benefits.
- (7) The following formula is established for payment of steps in the range to employees:

<u>Years of Recent Experience</u>	<u>Hiring Step</u>
0 - 1	First Step
1 - 2	Second Step
2 - 3	Third Step
3 - 4	Fourth Step
More than 4 years	Fifth Step

- This formula is not applicable to the new classifications of Occupational Therapists and Music Therapists
- (8) Payment of steps in the range other than as above requires the approval of the Director of Human Resources.
- (9) 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.
- (10) Employees 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.
- (11) Employees 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.

1 (12) Effective Pay Period Thirteen (13) 2010, (June 13, 2010), pay range 26NT is created with  
2 the following steps:

<u>Step</u>	<u>Hourly Pay</u>
1	26.59
2	27.79
3	29.04
4	30.34
5	31.71

9 (13) Effective Pay Period Thirteen (13) 2010, (June 13, 2010), all positions of Occupational  
10 Therapists 1 (pay range 18NT), Occupational Therapists 2 (pay range 22NT), and  
11 Occupational Therapists 3 (pay range 24NT) shall be re-titled to Occupational Therapist  
12 and reallocated to pay range 26NT. Placement of employees into the new pay range shall  
13 be in accordance with (15) below.

14 (14) Effective Pay Period Thirteen (13) 2010, (June 13, 2010), all Employees in the  
15 classifications of Music Therapists 1 (pay range 18NT), and Music Therapists 2 (pay  
16 range 22NT) shall be re-titled to Music Therapist and reallocated to pay range 26NT.  
17 Placement of employees into the new pay range shall be in accordance with (15) below.

18 (15) The following formula is established for initial payment of steps in pay range 26NT to  
19 employees moving into the classifications of Occupational Therapists and Music  
20 Therapists in 2010:

<u>Years of County Service</u>	<u>Hiring Step</u>
Under Five (5) Years	First Step
Between 5 to 10 Years	Second Step
Over Ten (10) Years	Third Step

25 (16) Effective January 1, 2010, all employees that are in classifications in Pay Range  
26 17NZ will be reallocated to Pay Range 18N upon the beginning of the following  
27 pay period upon reaching their merit date. Current incumbents of positions in  
28 classifications in Pay Range 17NZ will be moved to the step in Pay Range 18N  
29 that provides at least a ten cent (\$0.10) per hour increase in pay. Effective  
30 December 31, 2010, Pay Range 17NZ will be abolished.

1 2.011 ADVANCED PRACTICE NURSES

- 2 (1) Advanced Practice Nurses who have been credentialed as Advanced Practice Nurse  
3 Prescriber and who are performing this function shall be paid an additional two dollars  
4 and fifty cents (\$2.50) per hour for all hours worked.
- 5 (2) The County agrees to pay for the costs of obtaining and maintaining state certification  
6 and the DEA certificate for Advanced Practice Nurse Prescribers.

7

8 2.02 OVERTIME

- 9 (1) Overtime shall be defined as hours worked in excess of 8 per day or 40 per week for all  
10 bargaining unit employees. Overtime shall be compensated or liquidated at time and one-  
11 half unless otherwise specified in this Contract.
- 12 (2) Employees shall have the option of accumulating compensatory time in lieu of cash.  
13 Such compensatory time may be liquidated only with the consent of the department head.  
14 Accrued compensatory time may be paid in cash at the employee's discretion, by  
15 notification to the payroll department. If accrued compensatory time is not liquidated  
16 within 13 pay periods, the unliquidated balance shall be compensated in cash.  
17 Compensatory time shall be limited in accordance with the Fair Labor Standards Act.
- 18 (3) Every reasonable effort shall be made to meet overtime needs on a voluntary basis. Such  
19 overtime will be offered to the most senior qualified employee on a rotating basis.
- 20 (4) Mandatory overtime shall be assigned on a rotating basis in the inverse order of seniority  
21 among employees in the appropriate classification who are qualified to perform the work.  
22 Any employee who has voluntarily worked four (4) hours of overtime or more shall be  
23 considered as having worked one mandatory overtime shift for rotation purposes. For the  
24 purpose of this section, employees on a pro-rata or half-time status shall receive credit on  
25 the mandatory list for all extra 8-hour shifts worked. Employees shall be assigned in  
26 rotation from the mandatory list regardless of whether the shift is paid on an overtime or  
27 extra shift basis. Extra shifts are those worked in addition to the posted schedule.
- 28 (5) Employees on authorized leave of absence shall not be called for mandatory overtime.
- 29 (6) Employees notified that they must be available for mandatory overtime shall receive  
30 standby pay from the time of such notification until either notified to report for work or  
31 notified that they are no longer being required to report for work.
- 32 (7) Every reasonable effort will be made to avoid assigning employees to 16 consecutive  
33 hours of duty.

- 1 (8) New employees shall be added to the list for mandatory overtime and take their place in  
2 the rotation as soon as they are qualified to perform the work.
- 3 (9) Every reasonable effort will be made to replace scheduled employees  
4 unable to report for duty with employees of the same classification.
- 5 (10) Mandatory overtime shall be compensated twice the base rate of pay.
- 6 (11) Employees shall not be called from home for mandatory overtime.
- 7

### 8 2.03 STANDBY PAY

- 9 (1) Employees on standby duty shall receive \$1.25 per hour for all hours scheduled. If called  
10 in while on standby, the employee shall be paid a minimum of 4 hours' pay at the  
11 overtime rate for work in one session and additional pay at the overtime rate for all work  
12 in excess of 4 hours in one session. Employees on standby, who receive approved phone  
13 calls from work, shall be compensated time-and-one-half for all hours spent on these  
14 phone calls. Documentation shall be required.
- 15 (2) For purposes of this section, "standby" shall mean the employee, at the direction of the  
16 employer, is required to be available for work upon notice during a specified period of  
17 time. Failure of the employee to respond when called shall be cause for forfeiture of  
18 standby pay and disciplinary action where the employee is unable to furnish acceptable  
19 justification for her failure to respond.
- 20 (3) Standby shall not apply to an employee or group of employees who, as part of their  
21 regular duty assignment, are expected, but not required, to be available for work at all  
22 times in emergency situations.
- 23 (4) If an employee is called back within one (1) hour of completing a prior standby call, they  
24 shall receive overtime for the actual hours worked, rather than an additional 4 hours pay  
25 as noted in 2.03(1).
- 26

### 27 2.04 CALL IN PAY

- 28 (1) An employee called in to work outside of the employee's regularly scheduled shift shall  
29 be credited with a minimum of 3 hours or the number of hours actually worked,  
30 whichever is greater.
- 31 (2) Call in shall not apply to hours worked outside of an employee's regularly scheduled shift  
32 when such hours are an extension of said shift.

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

#### 4 2.05 SHIFT DIFFERENTIAL

5 Effective upon ratification employees shall receive shift differential of two dollars and fifty cents  
6 (\$2.50) per hour for all hours worked during shifts beginning between 1:30 p.m. and 11:00 p.m.  
7 provided employees whose shifts do not begin as indicated above shall be paid two dollars and  
8 fifty cents (\$2.50) per hour for all hours worked between 6:00 p.m. and 11:00 p.m. For those  
9 employees who work overtime from day shift to P.M. shift to meet staffing requirements, two  
10 dollars and fifty cents (\$2.50) per hour shift differential shall be paid from the beginning of the  
11 P.M. shift. Employees working 10 or 12 hour scheduled shifts in units with 24-hour coverage  
12 shall receive two dollars and fifty cents (\$2.50) for all hours worked between 3:15 p.m. and  
13 11:00 p.m. Employees shall receive three dollars and fifty cents (\$3.50) per hour for all hours  
14 worked between 11:00 p.m. and 7:00 a.m. Shift premium, when earned, shall be added to the  
15 employee's regular rate for purposes of determining overtime compensation.  
16

#### 17 2.06 SHIFT SELECTION

- 18 (1) Every effort will be made to grant requests for permanent assignment to PM's and nights  
19 where such vacancies exist. Remaining vacancies on the PM and night shift shall be  
20 filled by rotating AM staff. Every reasonable effort will be made to:
- 21 (a) Grant employee requests for rotation to a specific shift;
  - 22 (b) Maintain shift assignments. When an employee is removed from a straight shift  
23 assignment the employee will be given notice of the change and the reason for it  
24 as much in advance as practicable.
  - 25 (c) Schedule 10 hours off duty between assigned shifts.
- 26 (2) The County agrees with the concept of rotating less senior employees more frequently  
27 than employees with greater seniority, within each calendar month, except at the Sheriff's  
28 Department which shall be a four (4) week period. Toward this end, every reasonable  
29 effort will be made to rotate senior employees less frequently than employees with lower  
30 seniority and to keep rotation at a minimum for those employees with more than 10,000  
31 hours of seniority. As a general practice, in departments where rotation is required,  
32 employees with over 15 years of seniority will not be required to rotate.

- 1 (3) Work schedules shall cover a calendar month, and all schedules shall be posted two  
2 weeks in advance of the effective date of the schedule. Every effort will be made to keep  
3 schedule changes to a minimum, but when schedule changes are necessitated, affected  
4 employees shall be notified prior to such change.
- 5 (4) No employee shall be rotated from days to both the PM and night shift during the  
6 calendar month, schedule without the employee's permission.
- 7 (5) No members of the bargaining unit, full or part time, will be required to change their  
8 normal assignment or shift to accommodate the scheduling of commercial or in-house pool.  
9

10 2.07 WEEKEND DIFFERENTIAL

11 Employees shall be paid a weekend differential of \$1.00 per hour for all hours worked during  
12 shifts beginning at or after 6:30 a.m. Saturday and ending at or before 7:15 a.m. Monday.  
13

14 2.071 WEEKEND PROGRAM

15 The County agrees to establish a weekend program for Registered Nurses with the following  
16 criteria:

- 17 (1) Scheduling for the weekend program shall be for 24 hours as follows:

18 12-hour shifts:

19 Saturday, Sunday Days

20 Friday, Saturday Nights

21 8-hour shifts:

22 Friday, Saturday, Sunday Days, PMs or Nights

- 23 (2) Employees in the Weekend Program will be paid the following per hour Weekend  
24 Premiums:

25 12-hour Day/PM \$8.00 per hour

26 12-hour PM/NOC \$10.00 per hour

27 8-hour Days \$8.00 per hour

28 8-hour PMs \$9.00 per hour

29 8-hour NOCs \$9.00 per hour

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

- 1 (3) Employees regularly scheduled for a Weekend Program must be willing and able to make  
2 a minimum six-month commitment to the program.
- 3 (4) Employees in the Weekend Program are limited to one weekend off in each 12 week  
4 period. Employees may be granted additional weekends off if the manager determines  
5 staffing is sufficient to accommodate the request.
- 6 (5) Overtime will be paid for hours worked in excess of 40 per week or in excess of 12 hours  
7 worked per day for 12-hour employees and 8 hours worked per day for 8-hour  
8 employees. In the event that an employee works a non-Weekend Program shift, regular  
9 overtime provisions will apply.
- 10 (6) Earned vacation time may be taken on either the quarterly weekend off, or as paid  
11 vacation on weekdays.
- 12 (7) These employees will be provided with the complete health insurance package and pay  
13 the same premiums as a fulltime employee.
- 14 (8) These employees will be provided 40 hours of pension service credit for each week  
15 served in this capacity.
- 16 (9) These employees will be entitled to three (3) personal days annually and prorated in the  
17 same manner as fulltime employees.
- 18 (10) These employees will be entitled to all of the holidays recognized by Milwaukee County  
19 and these holidays will be calculated and paid at eight (8) straight time hours paid (not  
20 accrued) for each holiday, including those which fall on a weekend.
- 21 (11) These employees will be provided the same life insurance coverage amount as fulltime  
22 employees with an assigned work week of 40 hours.
- 23 (12) These employees will be entitled to vacations consisting of 24 hours of straight time  
24 equaling one week, and vacation selection shall be determined by competitive seniority.
- 25 (13) These employees will be selected based upon competitive seniority.
- 26 (14) Sick Allowance: these employees will accrue 3.7 hours of sick allowance for each pay  
27 period they are on the Weekend Program.
- 28 (15) Any hours worked which are not on a weekend shall be compensated at the employee's  
29 base rate.
- 30 (16) These employees who wish to leave this program, after fulfilling the six (6) month  
31 commitment, must apply to another posting;
- 32 (17) Competitive seniority: the hours worked in the Weekend Program shall be granted as if  
33 the employees had worked forty (40) hours.

1 (18) These employees will be returned to available comparable positions to those held prior to  
2 this program, in the event that this program is terminated.

3  
4 2.072 WORKING OUTSIDE YOUR APPOINTING AUTHORITY

5 (1) Nurses who volunteer to work in a secondary department, and only while thus working,  
6 will be exempt from the following provisions of the current labor agreement:

- 7 2.01 Wages\*
- 8 2.011 Advanced Practice Nurses
- 9 2.02 Overtime\*\*
- 10 2.03 Standby Pay
- 11 2.04 Call In Pay
- 12 2.06 Shift Selection
- 13 2.071 Weekend Program
- 14 2.08 Change of Assignment at the Behavioral Health Division
- 15 2.09 Temporary Assignments
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- 21 2.15 Educational Leave
- 22 2.16 Leaves of Absence for FNHP Business
- 23 2.17 Military Leave
- 24 2.18 Life Insurance
- 25 2.19 Certification Payment
- 26 2.20 Employees' Health and Dental Benefits
- 27 2.21 Vacation
- 28 2.22 Personal Hours
- 29 2.23 Holidays
- 30 2.24 Attendance at County Meetings
- 31 2.26 Work Day/Off Days
- 32 2.27 Seminar/Certification Fee and Tuition Reimbursement
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- 34 2.32 Filling Vacant Positions/Transfers/Promotions/Demotions
- 35 2.321 Trial Periods/Probation
- 36 2.35 Orientation
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- 38 2.39 Direct Payroll Deposit
- 39 2.40 Changes in Classification
- 40 2.43 Deferred Compensation
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- 45 3.08 Employee Performance Evaluations
- 46 3.09 Layoff and Recall

- 3.11 Union Votes
- 3.12 Department Work Rules
- 3.14 Pool Employee

\*Wages for nurses who volunteer to work additional hours shall be paid at the hourly rate of pay that they are earning during their regular assignment.

\*\*Overtime will be paid for this voluntary assignment in accordance with Section 17.16(1) of the County General Ordinances, that is, after more than eight hours worked in a day or 40 hours worked in a week. Overtime incurred by working these voluntary assignments, will be the responsibility of the department where the overtime is worked. Compensatory time will not be allowed for hours worked in these voluntary assignments.

- (2) Pension entitlement, if any, will be determined by Chapter 201 of the Employee Retirement System.
- (3) Other benefits to be allocated to the nurses working under this agreement are: all hours worked will accrue towards vacation allotment; any nurse who works the meal time will be compensated at time and one-half for that time in accord with FLSA requirements; recognized holidays will be determined by 2.23(1); nurses working a Thanksgiving or Christmas holiday will be compensated at double base pay; each nurse new to an assignment will be orientated to the work site and responsibilities of the position(s); and all such nurses will be expected to follow all of the customary departmental work rules as well as all appropriate Federal, State, and Milwaukee County ordinances, resolutions, rules, and mandates (these rules, mandates, etc. that are unique to the assignment will be explained to the nurses new to the assignment).
- (4) Each nurse must record their hours worked in the secondary department and must attach and submit the signed timesheet from the secondary department with the timesheet in the primary department.
- (5) Every effort will be made by the secondary department to offer assignments based on the nurse's indicated availability and the staffing needs of the department.

2.08 CHANGE OF ASSIGNMENT AT THE BEHAVIORAL HEALTH DIVISION

- (1) When an employee is required to work in a department or ward where the employee is not presently assigned, such change of assignment shall be on a rotation basis beginning with the least senior qualified employee on the same shift having completed initial

1 orientation from the area best able to operate with reduced staff before the need is filled  
2 in any other manner.

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

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

6 (4) When two or more employees are reassigned to another department or ward, the most  
7 senior employee shall be returned to the employee's department or ward first, if the  
8 employee so requests.

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

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

18 Employees at the Behavioral Health Division volunteering to be reassigned shall  
19 be paid an additional \$2.50 per hour for all hours worked in the reassigned area.

20 Management will meet with the union to determine the areas involved in the  
21 reassignment (see appendix A). Voluntary assignment will be offered to the most senior  
22 employee on a rotating basis. This premium payment when earned shall not be added to  
23 the employee's regular hourly rate for the purposes of determining overtime  
24 compensation and such payment shall not be pensionable.

25 (6) Guideline for Pulling BHD employees:

26 a. Ask for volunteer.

27 b. House wide pool.

28 c. Program float.

29 d. Agency pool.

30 e. Non house wide pool.

31 f. Employee on overtime.

32 g. Part time employees working extra shifts not on their assigned unit/shift,  
33 then Regular staff by rotation. Extra shifts should be identified on the

1 posted schedule. The unit staff will keep a log book on each unit and  
2 record each reassignment.

- 3 h. Registered Nurse II's on straight time are not pulled, unless there are two  
4 or more on duty, except in emergency situations.  
5

## 6 2.09 TEMPORARY ASSIGNMENTS

- 7 (1) Employees may be assigned to perform the duties of a position in a higher classification  
8 and shall be paid as though promoted to the higher classification under the following  
9 conditions:
- 10 (a) Such assignment is made in writing on the Temporary Assignment Form;  
11 provided, however, that the omission of such written assignment shall not bar  
12 a grievance requesting pay for work in the higher classification.
- 13 (b) Such employee works in the higher classification for not less than 3  
14 consecutively scheduled working days. Paid time off shall not be included in  
15 the computation of the 3 consecutive scheduled working days but said days  
16 shall not be interrupted thereby, and
- 17 (c) Such employee performs the normal duties and assumes the responsibility of the  
18 incumbent of that position during the period of the assignment.
- 19 (d) If the position is permanently vacant and a certification request has been  
20 forwarded to the Division of Human Resources, a temporary assignment may be  
21 made and may continue for no more than 90 days after the Director of Human  
22 Resources has provided a certified list of candidates eligible for appointment to  
23 the vacancy.
- 24 (e) If the position is temporarily vacant, a temporary assignment may be made for the  
25 duration of the temporary vacancy, but shall not exceed one year.
- 26 (2) Employees who accrue compensatory time while on temporary assignment shall liquidate  
27 such time at the rate of pay of the classification to which assigned to the time of  
28 liquidation.
- 29 (3) The provisions of this section shall not be used to assign employees to non-bargaining  
30 unit positions.  
31  
32  
33

1 2.10 AUTO ALLOWANCE

- 2 (1) The County shall compensate employees for the use of their personal automobiles and  
3 motorcycles on County business when so directed by their supervisor. Such  
4 compensation shall be at the rate identified by the Internal Revenue Service for each mile  
5 traveled by automobile or motorcycle on County business.
- 6 (2) If the Federal Government for purposes of expense reimbursement of its own employees  
7 adopts a new rate the County shall do likewise within 30 days of such adoption.
- 8 (3) Any employee who uses public transportation on County business shall be reimbursed for  
9 each official trip taken and paid for by the employee. The employee shall be reimbursed  
10 for each such trip at the rate of a single fare bus ticket, but the total reimbursement for  
11 each week shall not exceed the rate for a single zone weekly bus pass. The pay for the  
12 use of public transportation shall be made each month on a voucher of the amount due  
13 signed by the employee and approved by the head of the department to which the  
14 employee is assigned.

15

16 2.101 COMMUTER VALUE PROGRAM

17 The County agrees to allow members of the Federation to participate in the Milwaukee Transport  
18 Services Commuter Value Program as long as the County participates in such program. The employees'  
19 cost to participate in the program shall be in accordance with the appropriate adopted Milwaukee  
20 County resolution/ordinance authorizing participation in such program.

21

22 2.11 RETIREMENT SYSTEM

- 23 (1) For employees hired on and after January 1, 1982, the provisions of Chapter 201.24,  
24 Employees' Retirement System, shall be modified as follows:
- 25 (a) Final average salary means the average annual earnable compensation for the 5  
26 consecutive years of service during which the employee's earnable  
27 compensation was the highest or, if the employee should have less than 5 years  
28 of service, then the employee's average annual earnable compensation during  
29 such period of service. Effective December 22, 2002 (pay period one of 2003)  
30 final average salary means the three highest consecutive years of earnable  
31 compensation.

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

4 (c) All pension service credit earned on and after January 1, 2001, shall be credited  
5 in an amount equal to 2% of the employee's final average salary. For each year  
6 of service credit earned after January 1, 2001, eight (8) years of service credit  
7 earned prior to January 1, 2001, shall be credited at 2% of the employee's final  
8 average salary. This provision shall not apply to a member of the Employees'  
9 Retirement System who became a member of the system on or after January 1,  
10 1982 and as of January 1, 2001, is either eligible for a deferred vested pension  
11 benefit or is receiving a pension benefit, unless such member returns to active  
12 County employment and is eligible to earn additional pension service credit.  
13 Said credit shall be awarded on a daily basis.

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

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

23 (3) In the event of the death of an employee-member in active service prior to age 60 and after  
24 completing at least 10 years of service, employee's surviving dependent spouse or child  
25 shall receive a survivor pension. This provision shall apply to all employee-members hired  
26 on or after February 18, 1982. Effective January 1, 2001, this shall be at least 5 years of  
27 service.

28 (4) Retention Incentive Bonus. Members of the System whose membership began  
29 prior to January 1, 1982, and as of January 1, 2001, are either actively employed  
30 or on an approved leave of absence, shall have their final average salary increased  
31 by a bonus of 7.5% for each year of pension service credit earned after January 1,  
32 2001. Said bonus shall be credited on a daily basis and the maximum bonus  
33 which can be added to an eligible member's final average salary shall not exceed

1 25%. This provision shall not apply to a member of the Employees' Retirement  
2 System who became a member of the System prior to January 1, 1982, and as of  
3 January 1, 2001, is either eligible for a deferred vested benefit under 201.24 (4.5)  
4 or is receiving a pension benefit, unless such member returns to active County  
5 employment and is eligible to earn additional pension service credit.

- 6 (5) For all employees who are members of the Employees' Retirement System as of January  
7 1, 1971, the County shall contribute a sum equal to 6% of each employee's earnings  
8 computed for pension purposes into such account on behalf of each such employee. All  
9 such sums contributed, in addition to the contributions previously made by the employee,  
10 shall be credited to the employee's individual account and be subject to the provisions of  
11 the pension system as it relates to the payment of such sums to such employees upon  
12 separation from service. The provisions of this paragraph shall not apply to employees in  
13 the bargaining unit in the following classes who were not members of the Employees'  
14 Retirement System on or before the 12th day of December, 1967, or whose date of hire is  
15 later than December 23, 1967:

16 Emergency appointment, full time

17 Emergency appointment, part time

- 18 (6) For employees hired after December 31, 1986, overtime worked shall not be included in  
19 the computation of final average salary
- 20 (7) A member of the retirement system shall be eligible for an accidental disability pension if  
21 the employee's employment is terminated prior to the employee's normal retirement age  
22 by reason of total and permanent incapacity for any duty as the natural and proximate  
23 result of an accident occurring at some definite time and place while in the actual  
24 performance of duty. The last payment shall be made, if disability ceases prior to the  
25 employ's normal retirement date, the first day of the month in which the disability ceases.

26 Disability shall be considered total and permanent if the Medical Board, after a  
27 medical examination of such member, shall certify that such member is mentally or  
28 physically incapacitated to perform any job that they are reasonably suited for by means  
29 of education, training, or experience. Disability must be as a result of such service  
30 accident and such incapacity is likely to be permanent. A member shall not be entitled to  
31 both accidental disability pension and ordinary disability pension. A member who meets  
32 the requirements for an accidental disability pension shall receive an amount computed in  
33 the same manner as a normal pension considering the employee's earnable compensation

1 and service prior to retirement but no less than 60% of the employee's final average  
2 salary.

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

7 (9) The following shall apply only to members of the Employees' Retirement System prior to  
8 January 1, 1997, and does not apply to employees who become members of the  
9 Employees' Retirement System on and after January 1, 1997:

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

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

23 (11) SICK ALLOWANCE BALANCE ON RETIREMENT

24 (a) Members of the Employees' Retirement System, whose membership  
25 began prior to September 27, 1995, shall receive full payment for all  
26 accrued sick allowance hours earned before December 16, 2005, at the  
27 time the employee retires. Twenty five percent (25.0%) of any remaining  
28 accrued sick allowance hours earned on and after December 16, 2005,  
29 shall be paid out at the employee's final hourly rate of pay. For  
30 calculation purposes, sick leave earned before December 16, 2005, shall  
31 be used prior to sick leave earned on and after December 16, 2005, for all  
32 hours of sick leave used prior to retirement. Such payment shall be made  
33 in a lump sum, and shall not be included in the calculation of the

1 member's final average salary for pension calculation purposes. If  
2 permissible under IRS provisions, such payment shall be placed in a "back  
3 drop account" in the Employees' Retirement System. The provisions of  
4 this section shall not apply to a member who is eligible for a deferred  
5 retirement benefit under section 4.5 of 201.24 of the Employees'  
6 Retirement System.

7 (b) Members of the Employees' Retirement System whose membership began  
8 on or after September 27, 1995, are not eligible for County paid health  
9 insurance after retirement, but shall have the full value of their accrued  
10 sick allowance at the time of retirement (total hours accrued times the  
11 hourly rate at the time of retirement) credited toward the cost of health  
12 insurance after retirement. When the amount credited is exhausted, the  
13 member or eligible beneficiary may opt to continue their participation in  
14 the County Group Health Benefit Program upon payment of the full  
15 monthly cost. The provisions of this section shall not apply to a member  
16 who is eligible for a deferred retirement benefit under section 4.5 of  
17 201.24 of the Employees' Retirement System.

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

22 (12) **BACK DROP PENSION BENEFIT**

23 The provisions of this section shall apply to any employee whose application to  
24 retire is effective after January 1, 2001, and whose last period of continuous  
25 membership in the Employees' Retirement System began before December 16,  
26 2005; but shall not apply to any member of the Employees' Retirement System  
27 who is eligible for a deferred pension benefit under 201.24(4.5). Nor shall this  
28 provision apply to any employee whose membership in the Employees'  
29 Retirement System began on or after December 16, 2005. Upon retirement, an  
30 eligible employee may opt for a "back drop" pension benefit as follows:

31 (a) An employee may request a monthly pension benefit based on accrued  
32 pension service credit and final average salary calculation as of a specific  
33 date in the past which shall be referred to as the "back drop date". The

1 “back drop date” may not be prior to the earliest date that the employee  
2 was eligible to retire, and shall not be less than one year prior to the date  
3 the employee leaves active County employment. The monthly pension  
4 benefit the employee was eligible to receive as of the “back drop date”  
5 shall be referred to as the “monthly drop benefit”.

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

15 (c) If the employee opts for a “back drop” pension benefit:

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

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

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

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

## 28 29 2.12 SICK LEAVE

30 (1) Employees may be given leave of absence with pay for illness or disability of 3.7 hours  
31 for each pay period, or a proportionate credit for employees who regularly work less than  
32 40 hours per week; provided, however, that such credit shall be canceled for each pay  
33 period in which the employee is absent without pay for more than 3/8 of the required

1 hours except absences due to disability in line of duty or leave for military service; and  
2 further provided that:

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

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

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

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

20 (4) In addition to other causes set forth in sec. 17.18(4), C.G.O., sick leave may be taken for the  
21 purpose of enabling employees to receive non-emergency medical attention during duty  
22 hours. Such leave may be allowed for scheduled appointments for any type of medical or  
23 dental care, provided that the employee has given 24 hours or more notice to the supervisor of  
24 the date and time of the appointment. This modification in the use of sick leave recognizes  
25 the current difficulty encountered in attempting to schedule non-emergency medical treatment  
26 during an employee's off duty hours. Because of the nature of the treatment or examination  
27 for which sick leave is allowed for these purposes, such absences are predictable. In order to  
28 be excused from duty for the type of medical treatment or examination contemplated herein,  
29 the practitioner treating the employee shall provide the employee with written notice setting  
30 forth the date and time of the employee's appointment, which notice shall be filed with the  
31 employee's supervisor.

32 Excused time charged against sick leave for these purposes shall be limited to a  
33 maximum of 3 hours per incident, including travel between the employee's work site and the

1 place of the appointment and shall not be counted as an incident of illness for the imposition  
2 of a doctor's certificate requirement.

- 3 (5) Upon returning to County employment, a former employee shall have their sick leave balance  
4 credited with all accrued sick allowance hours that remained at the time the employee left  
5 County service. This section shall impact all new hires and all current members of the  
6 bargaining unit and shall be implemented in accordance with the provisions of 17.18 of the  
7 CGO.  
8

9 2.13 BEREAVEMENT, CRITICAL ILLNESS, WEDDING LEAVES

- 10 (1) Paid leave in accordance with the following formula shall be granted to employees with  
11 more than six months of service having sufficient accrued sick leave from which such  
12 leave shall be deducted.  
13

	CRITICAL ILLNESS	DEATH	WEDDING
14 Immediate family of employee: 15 Husband, wife, child, brother, 16 sister, parents or foster parents, 17 brother-in-law and sister-in-law	3 Days	3 Days Plus Travel	1 Day
19 Immediate family of spouse: 20 Brother, sister, parents or child 21 of employee's spouse, sister-in-law 22 or brother-in-law of spouse	1 Day	1 Day Plus Travel	No provision
24 Other close relatives: 25 Aunt, uncle, first cousin, niece, 26 nephew, or grandparents of employee 27 or spouse, grandchildren	1 Day	1 Day Plus Travel	No provision
29 Other causes for excused time: 30 Funeral of fellow worker			1/2 day if approved by Department Head

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

36 Up to 75 Miles - None

37 Between 75 to 150 Miles - 1 Day

38 Over 150 Miles - 2 Days  
39  
40

- 1 (2) Reasons for the absence and the good faith of the employee in taking such leave shall be  
2 supported by such reasonable evidence as may be required by the appointing authority,  
3 including a physician's certificate, personal affidavit or by other means.
- 4 (3) Such leave shall not be counted as a period of absence for disciplinary purposes.
- 5 (4) The following policies will be formalized:
- 6 (a) Where one day is authorized, it must be taken on the day of the funeral.
- 7 (b) Where more than one day is authorized, such days must be consecutive calendar  
8 days, one of which is the date of the funeral.
- 9 (c) When two travel days are authorized, one day must precede the funeral and one  
10 day must follow the day of the funeral.
- 11 (d) Scheduled off days shall be considered as part of the total funeral leave allowed  
12 when such off days fall within permissible bereavement leave days when such  
13 days are considered consecutively. Scheduled vacation days falling within the  
14 bereavement period may be rescheduled for liquidation during the remainder of  
15 the year.
- 16 (5) Any employee scheduled to work the night shift shall have the option of taking off the night  
17 before or night of the funeral.

18

19 2.14 LEAVES OF ABSENCE WITHOUT PAY

- 20 (1) Leaves of absence without pay not exceeding 30 calendar days shall be granted for good  
21 reason to any employee with the approval of the employee's department head or designee.  
22 Such approval shall not be unreasonably withheld. Requests for such leaves shall be made by  
23 the employee as far as possible in advance of the date on which such leave is to begin.  
24 Employees shall be reinstated to their former positions and shift upon return from leave.
- 25 (2) Leaves of absence without pay in excess of 30 days require the prior approval of the Director  
26 of Human Resources, and the employee shall exhaust all accrued time off which will expire  
27 during the leave at the beginning of the leave of absence. In the event a leave of absence is  
28 granted for more than six months the employee must exhaust all accrued time off at the  
29 beginning of the leave of absence regardless of when the time will expire. Accrued time off  
30 to be exhausted shall include compensatory, holiday, personal and vacation time, except that  
31 40 hours of vacation time may be carried over to a subsequent calendar year as noted in 2.21  
32 (2)(c) of this agreement. A leave of absence without pay may be granted for medical reasons  
33 only after all accrued sick leave has been exhausted.

- 1 (3) Prior to the commencement of the leave of absence, the employee shall sign the leave of  
2 absence form and be furnished with a signed approved copy thereof indicating the dates  
3 on which such leave begins and ends. In those cases where the employee is not on duty  
4 prior to the commencement of the leave, the leave of absence form shall be forwarded to  
5 employee by certified mail for signature. The employee shall sign such form and return it  
6 within 5 days to the department head for approval, a signed approved copy of which shall  
7 be returned to the employee by certified mail.
- 8 (4) In the event the employee is unable to return from such leave as scheduled, the employee  
9 shall notify employee's department head to that effect as soon as such circumstances  
10 come to the employee's attention. The employee shall advise the department head of the  
11 date on which employee is expected to be able to return to work. The period of time  
12 between the expiration of the first 30 days of leave of absence without pay and the  
13 employee's return to duty shall not be considered additional leave without pay unless  
14 prior approval of the Director of Human Resources is obtained.
- 15 (5) Upon return, the employee shall provide evidence acceptable to the employee's  
16 department head verifying the cause of the employee's failure to return as scheduled.  
17 The acceptability of the employee's excuse shall be subject to the reasonable evaluation  
18 of the department head.
- 19 (6) Employees shall be reinstated to their former positions upon return from leaves of  
20 absence without pay for periods of 6 months or less.
- 21 (7) Failure to return from a leave of absence upon the expiration of such leave shall be  
22 considered a resignation.
- 23 (8) During authorized leaves of absence without pay, employees may continue the benefits of  
24 S. 2.20, Employee Health & Dental Benefits and S. 2.18, Life Insurance, but at their own  
25 expense.
- 26 (9) Employees requesting to return to their former classification at the expiration of their  
27 leave of absence without pay for more than six months shall be permitted to return to the  
28 classification held prior to the leave or to a comparable classification in the same or lower  
29 pay range under the same appointing authority for which they are qualified as determined  
30 by the Division of Human Resources in the County service. If no such vacancy exists,  
31 the employees shall be placed on the layoff/recall list for that classification; certification  
32 shall be made from the layoff/recall list for that classification as authorized vacancies to  
33 be filled occur.

- 1 (10) Employees on combined leaves for more than six months within a twelve-month period  
2 will not be guaranteed the same position upon their return and will be treated in the same  
3 manner as employees on a leave of absence for more than six months, except as terms of  
4 the Family and Medical Leave Act apply.
- 5 (11) Leave of absence without pay may be granted to any employee, upon request, during the  
6 first six months following the birth or adoption of a child, not to exceed six months.  
7 Such leave shall not be unreasonably denied. In the event that a medical disability leave  
8 was granted immediately prior to the request for a leave without pay due to parenting, the  
9 total combined leaves, including the disability leave, shall not exceed six months.  
10 Employees exercising their rights under this subsection upon completion of such leave  
11 shall be returned to their former position.
- 12 (12) The County agrees to permit employees while on leave of absence without pay to return  
13 to duty on a casual basis with the approval of their department head and be compensated  
14 at the rate of pay such employee was receiving at the commencement of such leave if  
15 assuming their regular duties, or the rate attributable to the duties actually performed if  
16 outside of their classification. Fringe benefits shall not accrue during such casual  
17 employment, except that hours worked during casual employment will be used for the  
18 accrual of vacation, sick leave and seniority.
- 19 (13) Absence of an employee from duty for a period of 7 consecutive work days or longer  
20 without notice to employee's department head for the reasons of such absence shall be  
21 considered a resignation from the classified service  
22

## 23 2.15 EDUCATIONAL LEAVE

- 24 (1) Employees in the bargaining unit shall be eligible for leave of absence without pay for  
25 educational purposes upon approval of their department head in accordance with Rule  
26 VIII, Section 2, of the Rules of the Civil Service Commission. Such approval shall not  
27 be unreasonably denied. When an educational leave is granted for more than six months  
28 the employee shall exhaust all accrued time off; including compensatory, personal and  
29 vacation time; at the beginning of the leave of absence period.
- 30 (2) Employees requesting an education leave should notify their department head in writing  
31 as far in advance as possible.
- 32 (3) Failure to return from a leave of absence upon the expiration of such leave shall be  
33 considered a resignation in absentia.

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

9  
10 2.16 LEAVES OF ABSENCE FOR FEDERATION OF NURSES AND HEALTH PROFESSIONALS

11 BUSINESS

- 12 (1) Employees may be granted leaves of absence without pay at the request of the Federation  
13 of Nurses and Health Professionals and endorsed by the employee on the following terms  
14 and conditions:
- 15 (a) Request for such leave shall be in writing and shall be submitted to the  
16 appropriate appointing authority. No such leave shall be taken without the  
17 consent of the appointing authority which consent shall not be unreasonably  
18 withheld.
  - 19 (b) Except for leaves of absence for periods of 10 days or less, not more than  
20 three employees shall be on such leave at any one time, nor shall more than  
21 one employee from any single department be permitted to take such leave for  
22 more than 10 days.
  - 23 (c) Employees on such leave shall be treated for payroll purposes as employees  
24 on leave without pay for any other reason, except when such leave is for 60  
25 days or less the employee shall forfeit pay only equivalent to actual time lost  
26 and shall return to work as though the employee's service had not been  
27 interrupted.
  - 28 (d) Employees on such leave for periods in excess of 60 days shall give 15 days'  
29 written notice of their intention to return to work.
  - 30 (e) Employees returning from a leave of absence authorized under this section  
31 shall be reinstated to their former position and shift.
- 32 (2) A total of one thousand five hundred and sixty (1,560) hours of employee time shall be  
33 made available for Federation business annually, at County expense. Five hundred and

1 twenty (520) of the one thousand five hundred and sixty (1,560) hours shall be made  
2 available to release the Chapter President. While on such assignment such employee  
3 shall remain on the County payroll and continue to receive all wages and fringe benefits  
4 to which the employee would have been entitled had the employee not been so assigned  
5 provided that the employee shall not receive any additional benefits in the form of  
6 overtime, compensatory time off, shift premium, task rates or any other such benefits in  
7 excess of the basic salary.

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

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

14  
15 2.17 MILITARY LEAVE

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

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

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

25  
26 2.18 LIFE INSURANCE

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

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

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

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

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

14  
15 2.19 CERTIFICATION PAYMENT

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

19 Eligibility requires:

- 20 (a) written proof of specialty certification prior to beginning of differential  
21 payment.
- 22 (b) maintenance of certification.
- 23 (c) certification applies to the area of practice. If no certification is  
24 available for an area of practice, a general nursing practice certification  
25 will be recognized.

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

28 (3) Approved certifying agencies shall include:

- 29 American Heart Association - excluding basic CPR or equivalent
- 30 American Nurses Association
- 31 National Specialty Nursing Organizations
- 32 Infection Control Organizations
- 33 National Commission on Correctional Health Care

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

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

4 (5) Procedures concerning the application of the certification payment process shall be  
5 adopted at each nurse practice committee. Where no Nurse Practice Committee is in  
6 place, procedures will be agreed upon between the union and the department head.  
7

## 8 2.20 EMPLOYEES' HEALTH AND DENTAL BENEFITS

9 1) Health and Dental Benefits shall be provided for in accordance with the terms and  
10 conditions of the current Plan Document and the Group Administrative Agreement for  
11 the Milwaukee County Health Insurance Plan or under the terms and conditions of the  
12 insurance contracts of those Managed Care Organizations (Health Maintenance  
13 Organizations or HMO) approved by the County.

14 (2) Eligible employees may choose health benefits for themselves and their dependents under  
15 a Preferred Provider Organization (County Health Plan or PPO) or HMO approved by the  
16 County.

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

19 (a) Effective January of 2009, employees enrolled in the PPO shall pay seventy-five  
20 dollars (\$75.00) per month toward the monthly cost of a single plan and one  
21 hundred fifty dollars (\$150.00) per month toward the monthly cost of a family  
22 plan.

23 (b) Effective January of 2010, employees enrolled in the PPO shall pay ninety dollars  
24 (\$90.00) per month toward the monthly cost of a single plan and one hundred  
25 eighty dollars (\$180.00) per month toward the monthly cost of a family plan.

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

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

- 1 (e) Effective January of 2010, employees enrolled in the HMO shall pay fifty dollars  
2 (\$50.00) per month toward the monthly cost of a single plan and one hundred  
3 dollars (\$100.00) per month toward the monthly cost of a family plan.
- 4 (f) Effective January of 2011, employees enrolled in the HMO shall pay seventy  
5 dollars (\$70.00) per month toward the monthly cost of a single plan and one  
6 hundred forty dollars (\$140.00) per month toward the monthly cost of a family  
7 plan.
- 8 (g) The appropriate payment shall be made through 24 equal payroll deductions.  
9 When there are not enough net earnings to cover such a required contribution, and  
10 the employee remains eligible to participate in a health care plan, the employee  
11 must make the payment due within ten working days of the pay date such a  
12 contribution would have been deducted. Failure to make such payment will cause  
13 the insurance coverage to be canceled effective the first of the month for which  
14 the premium has not been paid.
- 15 (h) The County shall deduct employees' contributions to health insurance on a pre-tax  
16 basis pursuant to a Section 125 Plan. Other benefits may be included in the  
17 Section 125 Plan as mutually agreed upon by the County and the Union. Such  
18 agreement would be by collateral agreement to this contract.
- 19 (i) The County shall establish and administer Flexible Spending Accounts (FSA's) for  
20 those employees who desire to pre-fund their health insurance costs as governed by  
21 IRS regulations. The County retains the right to select a third party administrator.
- 22 (4) In the event an employee who has exhausted accumulated sick leave is placed on leave of  
23 absence without pay status on account of illness, the County shall continue to pay the  
24 monthly cost or premium for the Health Plan chosen by the employee and in force at the  
25 time leave of absence without pay status is requested, if any, less the employee  
26 contribution during such leave for a period not to exceed one (1) year. The 1-year period  
27 of limitation shall begin to run on the first day of the month following that during which  
28 the leave of absence begins. An employee must return to work for a period of sixty (60)  
29 calendar days with no absences for illness related to the original illness in order for a new  
30 1-year limitation period to commence.
- 31 (5) Where both husband and wife are employed by the County, either the husband or the wife  
32 shall be entitled to one family plan. Further, if the husband elects to be the named  
33 insured, the wife shall be a dependent under the husband's plan, or if the wife elects to be

1 the named insured, the husband shall be a dependent under the wife's plan. Should  
2 neither party make an election the County reserves the right to enroll the less senior  
3 employee in the plan of the more senior employee.

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

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

10 (8) The County shall have the right to require employees to sign an authorization enabling  
11 non-County employees to audit medical and dental records. Information obtained as a  
12 result of such audits shall not be released to the County with employee names unless  
13 necessary for billing, collection, or payment of claims.

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

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

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

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

26 (10) The County reserves the right to establish a network of Preferred Providers. The network  
27 shall consist of hospitals, physicians, and other health care providers selected by the  
28 County. The County reserves the right to add, modify or delete any and all providers  
29 under the Preferred Provider Network.

30 (11) Upon the death of any retiree, only those survivors eligible for health insurance benefits  
31 prior to such retiree's death shall retain continued eligibility for the Employee Health  
32 Insurance Program.

33 (12) Employees hired after September 27, 1995, may upon retirement opt to continue their

1 membership in the County Group Health Benefit Program upon payment of the full  
2 monthly cost.

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

4 (a) The in-network deductible shall be one hundred fifty dollars (\$150.00) per  
5 insured, per calendar year; four hundred fifty dollars (\$450.00) per family, per  
6 calendar year.

7  
8 (b) The out-of-network deductible shall be four hundred dollars (\$400.00) per  
9 insured, per calendar year; one thousand two hundred dollars (\$1,200.00) per  
10 family, per calendar year.

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

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

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

21 (b) The out-of-network co-insurance co-payment shall be equal to twenty percent  
22 (20.00%) of all charges subject to the applicable out-of-pocket maximum,

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

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

29 (a) one thousand five hundred dollars (\$1,500.00) in-network under a single plan.

30 (b) two thousand five hundred dollars (\$2,500.00) in-network under a family plan.

31 (c) three thousand dollars (\$3,000.00) out-of-network under a single plan.

32 (d) five thousand dollars (\$5,000.00) out-of-network under a family plan.

33 (e) Office visit co-payments are not limited and do not count toward the calendar

- 1 year out-of-pocket maximum(s).
- 2 (f) Charges that are over usual and customary do not count toward the calendar year  
3 out-of-pocket maximum(s).
- 4 (g) Prescription drug co-payments do not count toward the calendar year out-of-  
5 pocket maximum(s).
- 6 (h) Other medical benefits not described in 16 (e), (f), and (g) shall be paid by the  
7 County at 100% after the calendar year out-of-pocket maximum(s) has been  
8 satisfied.
- 9 (17) All eligible employees and/or their dependents enrolled in the PPO shall pay a fifty dollar  
10 (\$50.00) emergency room co-payment in-network or out-of-network. The co-payment  
11 shall be waived if the employee and/or their dependents are admitted directly to the  
12 hospital from the emergency room. In-network and out-of-network deductibles and co-  
13 insurance percentages apply.
- 14 (18) All eligible employees enrolled in the PPO or HMO shall pay the following for a thirty  
15 (30) day prescription drug supply at a participating pharmacy:
- 16 (a) Five dollar (\$5.00) co-payment for all generic drugs.
- 17 (b) Twenty dollar (\$20.00) co-payment for all brand name drugs on the formulary  
18 list.
- 19 (c) Forty dollar (\$40.00) co-payment for all non-formulary brand name drugs.
- 20 (d) Non-legend drugs may be covered at the five dollar (\$5.00) generic co-payment  
21 level at the discretion of the plan.
- 22 (e) The plan shall determine all management protocols.
- 23 (19) All eligible employees and/or their dependents enrolled in the HMO shall be subject to a  
24 ten dollar (\$10.00) office visit co-payment for all illness or injury related office visits.  
25 The office visit co-payment shall not apply to preventative care. The County and/or the  
26 plan shall determine preventative care.
- 27 (20) All eligible employees and/or their dependents enrolled in the HMO shall pay a one  
28 hundred dollar (\$100.00) co-payment for each in-patient hospitalization. There is a  
29 maximum of five (5) co-payments per person, per calendar year.
- 30 (21) All eligible employees and/or their dependents enrolled in the HMO shall pay fifty  
31 percent (50.0%) co-insurance on all durable medical equipment to a maximum of fifty  
32 dollars (\$50.00) per appliance or piece of equipment.
- 33 (22) All eligible employees and/or their dependents enrolled in the HMO shall pay a fifty

1 dollar (\$50.00) emergency room co-payment (facility only). The co-payment shall be  
2 waived if the employee and/or their dependents are admitted to the hospital directly from  
3 the emergency room.

4 (23) All eligible employees and/or their dependents Benefits for the in-patient and out-patient  
5 treatment of mental and nervous disorders, alcohol and other drug abuse (AODA) are as  
6 follows:

7 (a) If the employee and the dependent use an in-patient PPO facility, benefits are  
8 payable at eighty percent (80.0)% of the contracted rate for thirty (30) days as long  
9 as the PPO approves both the medical necessity and appropriateness of such  
10 hospitalization.

11 (b) If the employee and the dependent use a non-PPO facility, benefits are payable at  
12 fifty percent (50.0%) of the contracted rate for a maximum of thirty (30) days. The  
13 hospitalization is still subject to utilization review for medical necessity and  
14 medical appropriateness.

15 (c) The first two (2) visits of outpatient treatment by network providers will be  
16 reimbursed at one hundred percent (100.0%) with no utilization review required.  
17 Up to twenty five (25) further visits for outpatient treatment when authorized by  
18 the PPO, will be reimbursed at ninety five percent (95.0%) of the PPO contracted  
19 rate. In addition, when authorized by the PPO, up to thirty (30) days per calendar  
20 year, per insured, of day treatment or partial hospitalization shall be paid at ninety  
21 five percent (95.0%) of the contracted rate for all authorized stays at PPO facilities.

22 (d) The first fifteen (15) visits of out-patient treatment authorized by the PPO but not  
23 provided by a PPO provider shall be paid at fifty percent (50.0%) of the contracted  
24 rate for all medically necessary and appropriate treatment as determined by the  
25 PPO. When authorized by the PPO, up to thirty (30) days per calendar year, per  
26 insured, of day treatment or partial hospitalization shall be paid at fifty percent  
27 (50.0%) of the contracted rate for all authorized stays at non-PPO facilities.

28 (24) Each calendar year, the County shall pay a cash incentive of five hundred dollars  
29 (\$500.00) per contract (single or family plan) to each eligible employee who elects to dis-  
30 enroll or not to enroll in a Milwaukee County Health Plan. Any employee who is hired on  
31 and after January 1, and who would be eligible to enroll in health insurance under the  
32 present County guidelines who chooses not to enroll in a Milwaukee County health plan  
33 shall also receive five hundred dollars (\$500.00). Proof of coverage in a non-Milwaukee

1 County group health insurance plan must be provided in order to qualify for the five  
2 hundred dollars (\$500.00) payment. Such proof shall consist of a current health  
3 enrollment card.

4 (a) The five hundred dollars (\$500.00) shall be paid on an after tax basis. When  
5 administratively possible, the County may convert the five hundred dollars  
6 (\$500.00) payment to a pre-tax credit which the employee may use as a credit  
7 towards any employee benefit available within a flexible benefits plan.

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

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

24 (26) The County shall provide a Dental Insurance Plan equal to and no less than is currently  
25 available to employees. Bargaining unit employees hired on or after September 8, 1989  
26 and each eligible employee enrolled in the Milwaukee County Dental Benefit Plan shall  
27 pay two dollars (\$2.00) per month toward the cost of a single plan, or six dollars (\$6.00)  
28 per month toward the cost of a family plan. Employees may opt not to enroll in the  
29 Dental Plan.

## 30 31 2.21 VACATION

32 (1) Maximum vacation allowance shall be determined in accordance with the following  
33 formula based upon years of service measured from the most recent date of hire:

1 80 hours after one year;  
2 120 hours after five years;  
3 160 hours after ten years;  
4 200 hours after fifteen years;  
5 240 hours after twenty years.

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

10 0 to 5 years = .0385 hours per hour paid;  
11 5 to 10 years = .0577 hours per hour paid;  
12 10 to 15 years = .0770 hours per hour paid;  
13 15 to 20 years = .0962 hours per hour paid;  
14 After 20 years = .1154 hours per hour paid.

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

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

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

32 (c) Employees may carry a maximum of eighty (80) hours of accrued vacation  
33 from one calendar year to the next.

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

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

5 (4) Part-time employees shall exhaust vacation over a period of time which shall not exceed  
6 the number of weeks to which a full time employee with the same length of service  
7 would be entitled to (two weeks after one year; three weeks after five years; four weeks  
8 after ten years; five weeks after fifteen years and six weeks after twenty years).

9 Employees, at the discretion of their appointing authority shall be allowed to utilize other  
10 paid time such as accrued holiday time, personal time or compensatory time during the  
11 liquidation of their paid vacation leave to cover unpaid time.

12 (5) In the selection of vacations, the employees shall not be required to compete with non-  
13 bargaining unit personnel in the exercise of their relative seniority for that purpose.  
14 Requests for January, February and March vacations shall be submitted by October 15th  
15 and approved by November 15th. If vacation requests of bargaining unit members are  
16 submitted prior to February 15th, such requests will be approved by March 15th.  
17 Vacation requests submitted after these dates will be granted on a first come first serve  
18 basis. Except for emergencies, vacation requests which have been approved shall not be  
19 changed without mutual agreement.

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

28 (7) For employees in a seven-day service, weekends off will be granted before and after full  
29 weeks of vacations. Weekends to work will be based on the following formula, 26  
30 weekends minus the number of earned weeks of vacation plus 1 weekend. Credit for  
31 makeup weekends would include any weekend worked before or after a scheduled  
32 vacation week or a weekend chosen by an employees from a list predetermined by

1 management. In the event of conflict over choices, the more senior employee will  
2 prevail.

- 3 (8) Vacation entitlement shall be based on an employee's total creditable pension service  
4 with Milwaukee County, the State of Wisconsin and any other municipality within the  
5 State of Wisconsin, as included in 17.17(1) of the CGO.  
6

7 2.22 PERSONAL HOURS

- 8 (1) All regular full time employees, subject to the provisions of par. 2.22(3), shall receive 24  
9 hours leave per year known as "personal hours," in addition to earned leave by reason of  
10 vacation, accrued holidays, and compensatory time. Employees who work half time or  
11 more shall accrue personal hours on a pro-rata basis. Proration shall be based on  
12 established work week.
- 13 (2) Employees shall accrue personal hours during their first fractional calendar year of  
14 employment as follows:

15 Hours Accrued in Initial Fractional Calendar Year

16 <u>Date of Hire</u>	<u>Full Time</u>	<u>Half Time</u>
17 On or before April 30	24 Hours	12 Hours
18 May 1 to August 31	16 Hours	8 Hours
19 September 1 and thereafter	8 Hours	4 Hours

- 20 (3) Personal hours may be taken at any time during the calendar year in which they are  
21 accrued, subject to the approval of the department head. Supervisory personnel shall  
22 make every reasonable effort to allow employees to make use of personal hours as the  
23 employee sees fit, it being understood that the purpose of such leave is to permit the  
24 employee to be absent from duty for reasons which are not justification for absence under  
25 other existing rules relating to leave with pay.
- 26 (4) Employees are permitted but not required to schedule personal hours in advance.  
27

28 2.23 HOLIDAYS

- 29 (1) The following days of each year are holidays: January 1; the third Monday in January;  
30 the third Monday in February; the last Monday in May; July 4; November 11; the 4th  
31 Thursday in November; December 25; the day appointed by the Governor as Labor Day;  
32 and the day of holding the general election in November in even-numbered years. The  
33 fourth Friday of November will be observed as a minor holiday. For purposes of this

1 section, the above holidays shall commence at the beginning of the third shift on the  
2 calendar day preceding the holiday and shall end at the conclusion of the second shift on  
3 the holiday.

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

- 11 (a) Full-time employees - 8 hours;
- 12 (b) Half-time employees - 4 hours;
- 13 (c) Pro rata - based on established work week;
- 14 (d) 10-hour per day employees - 8 hours;
- 15 (e) 12-hour per day employees - 8 hours.
- 16 (f) If accrued holiday time is not liquidated within 13 pay periods, the unliquidated  
17 balance shall be compensated in cash.

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

21 (3) Whenever practicable, employee requests to liquidate holidays on the holiday will be  
22 granted based on seniority and minimum staffing requirements. Each employee will be  
23 granted Christmas or New Years off and at least one other major holiday (Memorial Day,  
24 Independence, Labor Day or Thanksgiving) based on seniority and minimum staffing  
25 requirements.

26 (4) Any employee who works on Thanksgiving or December 25<sup>th</sup> holiday will be paid at  
27 twice their base rate for all hours worked.

## 29 2.24 ATTENDANCE AT COUNTY MEETINGS

30 The County agrees to release one representative of the Federation to attend meetings of  
31 County Board standing committees, or Civil Service Commission when the subject matter to be  
32 discussed is of specific interest to the Federation. Employees attending such meetings which cause them  
33 to be absent from their work assignment shall notify supervision as far in advance as possible. Such

1 released time is subject to the approval of the employee's department head and shall not be unreasonably  
2 withheld.

3  
4 2.25 BULLETIN BOARDS

- 5 (1) The County shall provide bulletin board space for the Federation's use in locations to be  
6 agreed upon for posting notices regarding Federation affairs, restricted to the following:
- 7 (a) Notices of Federation meetings.
  - 8 (b) Notices of Federation elections.
  - 9 (c) Notices of Federation appointments and results of Federation elections.
  - 10 (d) Notices of Federation recreational and social events.
  - 11 (e) Notices concerning bona fide Federation activities such as cooperatives,  
12 credit unions, and unemployment compensation information. Other notices  
13 concerning Federation affairs which are not political or controversial in  
14 nature.
- 15 (2) Upon written notice by the employer, the Federation shall promptly remove from  
16 such bulletin boards any material which is libelous, scurrilous or in any way  
17 detrimental to the labor-management relationship.
- 18 (3) The posting of any Federation-authorized material which is in violation of this section  
19 shall be cause for the immediate cancellations of bulletin board privileges.

20  
21 2.26 WORK DAY/OFF DAYS

- 22 (1) The normal working day shall consist of 8 hours, exclusive of the meal period.  
23 Employees shall normally be relieved of their duties during their meal period. If an  
24 employee is not relieved of their duties during meal periods, they shall be compensated  
25 on an overtime basis for their meal period if time worked results in more than 8 hours  
26 worked that day.
- 27 (2) The normal work week shall consist of 40 hours. However, the County agrees with the  
28 concept that alternative work schedules may be mutually advantageous. Such schedules  
29 may include 10-hour days, 12-hour days, a combination of the above, or forty (40) hours  
30 per week. Employees may volunteer to be so assigned on a straight time basis, with the  
31 approval of and within the guidelines established by their department head but will not  
32 otherwise be required to work these shifts. Prior to the implementation of any new  
33 permanent shift, management shall notify the Federation of Nurses and Health

1 Professionals to explain the rationale of the change and method of implementation, and  
2 upon request of the Federation, shall meet to discuss the bargaining unit implications.

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

5 (a) Vacation - 10-hour employees liquidate 10 hours per day; 12-hour employees  
6 liquidate 12 hours per day.

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

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

14 (c) Sick Leave - 10-hour employees liquidate 10 hours per day; 12-hour employees  
15 liquidate 12 hours per day.

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

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

22 (a) Previously approved vacation weeks

23 (b) Current requests for vacation weeks

24 (c) Requests for personal hours

25 (d) Unscheduled vacation days. In the case of conflict, seniority will be the deciding  
26 factor.

27 (e) Unscheduled holidays. In the case of conflict, seniority will be the deciding factor.

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

32 (g) VTO

1 2.27 SEMINAR/CERTIFICATION FEE AND TUITION REIMBURSEMENT

2 (1) Seminar Leave and Reimbursement

3 (a) The County agrees to provide annual seminar/certification fee  
4 reimbursement funds of \$70,000 to be used for the payment of  
5 seminar/certification registration fees such reimbursement within  
6 the limits of the annual fund shall be approved up to a maximum of  
7 \$550 per year per employee plus \$300 for certification and may  
8 only be utilized with the prior approval of the appointing authority.  
9 On an annual basis, pool nurses will be eligible for seminar  
10 reimbursement upon completion of 500 hours of work per 12-  
11 month period.

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

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

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

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

29 (d) Advance Practice Nurse Prescriber, Occupational Therapist, and Music Therapist  
30 shall be eligible for up to \$2,000 per year from the Seminar Reimbursement Fund  
31 as reimbursement for costs incurred to maintain their practitioner certification in  
32 addition to monies available to them from the Seminar Reimbursement Fund for

1 credit classes. Payment shall be made in accordance with guidelines on file in the  
2 Division of Labor Relations.

3 (e) Reimbursement payments will be made as soon as administratively practicable  
4 after completion of the Seminar.

5 (2) Tuition Reimbursement

6 (a) The County agrees to provide annual tuition reimbursement funds of \$30,000.  
7 Such reimbursement may be approved up to \$3,000 per year per employee.  
8 Eligibility for such reimbursement shall be established after 6 months of  
9 employment with Milwaukee County. Tuition reimbursement shall be granted in  
10 accordance with the guidelines on file with the Training Division of the Division  
11 of Human Resources.

12 (b) Employees are eligible to participate, within established guidelines, in the  
13 Milwaukee County Tuition Loan Program.  
14

15 2.28 DUTY-INCURRED INJURY

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

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

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

30 (4) Any bargaining unit employee entitled to accrue sick leave under the provisions of  
31 Section 17.18 C.G.O. who sustains an injury or illness within the scope of the employee's  
32 employment for which the employee is entitled to receive worker's compensation  
33 temporary disability benefits, as provided by Chapter 102 of the Wisconsin Statutes

(Worker's Compensation Act), shall receive 80% of the employee's base salary as "injury pay" instead of such worker's compensation benefits for the period of time the employee 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 employee's established rate of compensation shall not affect the calculation of an employee's pension benefits nor the amount of life insurance benefits the employee 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% employee 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 employees 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) Employees who are ineligible for injury pay or employees 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 employee's average weekly wage at the time of the occupational accident/illness, up to the allowable State maximum.
- (10) Employees 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 EMPLOYEE PARKING

- (1) The County will eliminate any charge for parking to employees 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.

- 1 (2) The foregoing paragraph shall not apply to any County-owned or controlled lot available for  
2 use to the General Public for which parking fees have been established or garage or other  
3 parking facility the County may construct, own or control after January 1, 1989. In the event  
4 the County proposes parking fees for bargaining unit members in parking structures  
5 designated as bargaining unit parking, such fees will be negotiated with the Federation prior  
6 to implementation.
- 7 (3) Unit employees shall abide by metered or posted parking restrictions.
- 8 (4) Employees may request to be escorted to their automobiles in the Institutions Complex  
9 parking lots by security personnel. When available, such assistance will be provided as  
10 expeditiously as practical. If such service as currently provided is to be discontinued, the  
11 Office of the Federation of Nurses and Health Professionals will be notified in advance.
- 12 (5) Effective January 01, 2010, the County will reimburse bargaining unit employees who are  
13 regularly scheduled to work at the County Correctional Facility Central (CCFC) up to \$50.00  
14 per month for parking fees.
- 15

16 2.31 CHANGES IN EMPLOYEE STATUS

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

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

- 23 (2) For purposes of this section, employee status shall mean:
- 24 (a) Full Time - Those employees with an established work week of 40 hours per  
25 week.
- 26 (b) Half Time - Those employees with an established work week of 20 hours per  
27 week.
- 28 (c) Pro-Rata - Those employees with an established week of more than 20 but less  
29 than 40 hours per week.
- 30 (3) Whenever the most senior employee's request is denied, the reason for said denial shall  
31 be made known to the employee.
- 32 (4) All persons hired from original or promotional eligible lists shall serve a probationary  
33 period of 1,040 hours of straight time hours paid, excluding overtime unless further

1 extended by the Director of Human Resources for a period not to exceed an additional  
2 1040 hours of straight time hours paid, excluding overtime. However, at the discretion of  
3 the appointing authority, probationary periods for half time or pro-rata employees may be  
4 completed between 520 and 1,040 hours.  
5

## 6 2.32 FILLING VACANT POSITIONS/TRANSFERS/PROMOTIONS/DEMOTIONS

### 7 (A) General Information

- 8 (1) All positions in the bargaining unit shall be in the classified service of Milwaukee  
9 County and shall be filled in a manner consistent with the State Statutes and Civil  
10 Service Rules of Milwaukee County. The position must be open for recruitment  
11 and the interested candidate must complete an on-line application. To the extent  
12 possible, the Division of Human Resources shall conduct non-competitive  
13 examinations for the purpose of establishing lists of candidates eligible for  
14 appointment to a bargaining unit position. Examination Announcement will all be  
15 announced on an original basis, meaning that individuals who are not County  
16 employees may apply. However, the Director of Human Resources shall certify  
17 all candidates who successfully complete the examination process, plus all  
18 individuals on the transfer, reinstatement, and other lists as required by Civil  
19 Service Rules.
- 20 (2) The Director of Human Resources shall certify to an appointing authority all  
21 candidates on the qualified group list, as well as all candidates on the transfer and  
22 reinstatement lists. All candidates will remain on the qualified group list for one  
23 (1) year. Subject to the terms of this agreement, the appointing authority may  
24 appoint any candidate certified to a vacant position authorized to be filled.
- 25 (3) Whenever an employee is denied a transfer, or a transferred employee does not  
26 successfully complete the trial period, the reason for denial or non-completion  
27 shall be made known to the employee in writing by the appointing authority.
- 28 (4) When an employee has been offered and accepted a new position, including a  
29 transfer, the employee may not be denied movement to the new position for a  
30 period exceeding 20 working days from the date of accepting the job.
- 31 (5) The provisions of this section are subject to the requirements of the Order issued  
32 by the Honorable Myron L. Gordon, in Jonnie Jones, et al, vs. Milwaukee County,  
33 et al. Civil Action no. 74-C-374.

- 1 (6) Any vacancy will be filled first by a regular employee before being filled by an  
2 employee in pool status.
- 3 (7) Promotion shall be defined as occurring whenever an employee accepts a position  
4 which is in a pay range with a maximum rate of pay greater than the maximum  
5 rate of pay for the position held by the employee. Employees who wish to be  
6 considered for a promotion shall file an application on Cerdian Self Service web  
7 site for the desired position with the Division of Human Resources during the  
8 time period when such applications are accepted. Employees eligible for  
9 appointment to a vacancy being filled shall have their names added to the  
10 qualified group list by the Director of Human Resources as in accordance with the  
11 Civil Service Rules.

12 (B) Definitions

- 13 (1) Intra-departmental transfer shall mean a transfer from one position to another  
14 under the same appointing authority.
- 15 (2) Inter-departmental transfer shall mean a transfer to another position with the same  
16 title and the same pay range to another department. Additionally inter-  
17 departmental transfer shall mean a transfer to another position with a different  
18 title from the same or higher pay range in another department.

19 (C) Filling a Vacancy

- 20 (1) Any employee desiring a change of shift or change of status within their current  
21 unit shall submit such a request to their supervisor, which shall be granted in  
22 seniority order prior to the position being posted. All shift changes occur prior to  
23 determining the vacant position.
- 24 (2) Vacancies shall be filled using the layoff/recall list prior to filling in any other  
25 manner, including posting and change of status.
- 26 (3) Until such time as the Internet job postings for transfers are on Cerdian Self  
27 Service website, notices of all positions within the bargaining unit which are to be  
28 filled shall be posted within the respective department (Behavioral Health  
29 Division, DHS, Juvenile Court Center, Department on Aging, County Corrections  
30 Facilities Central (CCFC), and County Corrections Facilities South (CCFS),) as  
31 mutually determined by FNHP and the appointing authority seven (7) days prior  
32 to filling. Postings shall include job title, department, unit, shift, job title, and full  
33 time equivalent (FTE). Employees wishing to be considered for appointment to

1 such vacancies shall make their requests in writing during the posting period to  
2 the appointing authority. Copies of posted vacancies shall be sent to the  
3 Federation at time of posting. Each appointing authority with positions in the  
4 bargaining unit shall post all vacancies authorized to be filled, including pool  
5 positions, on the Cerdian Self Service website as soon as administratively  
6 practical. The information on the internet shall include: job title, appointing  
7 authority; department/location; shift; FTE status. The information shall remain  
8 posted a minimum of seven (7) days prior to filling the position to permit eligible  
9 employees to file an appropriate transfer request and be considered.

10 (4) When a vacancy is authorized to be filled, it shall be filled by the most senior  
11 candidate on the intra-departmental list who is not in the disciplinary process prior  
12 to being filled in any other manner.

13 (5) When a vacancy is not filled with an intra-departmental transfer, the appointing  
14 authority shall forward a certification request to the Director of Human  
15 Resources. The Director of Human Resources shall provide the appointing  
16 authority with a qualified group list of all candidates eligible for appointment to  
17 vacancies in the bargaining unit available at all times. The vacant position will  
18 then be filled from a list certified by the Director of Human Resources which  
19 would include external candidates; Intra-departmental promotions; Inter-  
20 departmental demotions, transfers and promotions.

21 (6) Consideration for filling a vacancy will be in the following order:

22 First: Intra-departmental (same appointing authority) transfers  
23 within the same classification with the same pay range.  
24 Also a voluntary demotion from a different pay range by  
25 seniority.

26 Second: Intra-departmental promotions from the qualified group  
27 list. Inter-department (different appointing authority),  
28 transfer within the same classification or higher pay range.  
29 Also a voluntary demotion from a different pay range by  
30 seniority.

31 Third: Inter-departmental promotions.

32 Fourth: Non-bargaining unit applicants on the qualified group list

- 1 (7) All promotions and inter-departmental transfers to vacant positions shall be based  
2 on merit and fitness as determined by the Director of Human Resources.  
3 However, merit and fitness being equal, the most senior member of the bargaining  
4 unit shall be appointed. Merit and fitness shall be defined as a review of a  
5 candidate's; experience, education, job performance, attendance, job related  
6 knowledge or skills, and professional certification.
- 7 (8) Nothing in this section shall preclude administrative transfers between appointing  
8 authorities with the mutual consent of the union and management and said  
9 administrative transfer shall have priority over transfer requests.
- 10 (9) Involuntary transfers. For the purpose of this section, an involuntary transfer shall  
11 mean the relocation of an employee from a unit which has been closed or reduced  
12 in staff, to another position in the same classification, in another unit under the  
13 same appointing authority. Under such circumstances the least senior qualified  
14 employee in the affected classification shall be permitted to return in seniority  
15 order to the unit from which the transfers occurred when a vacancy in the same  
16 classification occurs, if the employee(s) so request. The County agrees to notify  
17 the Office of the Federation of Nurses and Health Professionals prior to the  
18 opening or closing of any unit or program.

19  
20 2.321 TRIAL PERIODS/PROBATION

- 21 (1) Upon accepting either an intra-departmental or an inter-departmental transfer, the  
22 employee shall serve a trial period of 520 worked hours to determine ability to perform  
23 the job and desirability to remain on the job. If the employee does not successfully  
24 complete the trial period or desires to return to the former position held, the employee  
25 shall be permitted to return to the former position held if it is vacant. If the position has  
26 been filled, the employee may be relocated to any vacant position in the same  
27 classification in the work unit or department from which the employee transferred. If no  
28 such vacancy exists, the employee may remain in the position and request an immediate  
29 transfer to a position in the same classification in any other department in County service,  
30 or the employee will be transferred back to the first vacancy which occurs in the  
31 employee's classification in the department from which the employee transferred. If no  
32 such vacancy exists, the employee may remain in the position and request an immediate  
33 transfer to a position in the same classification in any other department in County service,

1 or the employee will be transferred back to the first vacancy which occurs in the  
2 employee's classification in the department from which the employee transferred. When  
3 an employee does not successfully complete their trial period and is returned to their  
4 former position, or another position in the same classification, the employee shall do so  
5 with full seniority and whenever practical shall be returned to the same shift.

6 (2) An employee shall serve a new probationary period of 1040 straight time hours worked  
7 whenever the employee accepts a position in a different classification that results in a  
8 promotion. Therefore, an employee who accepts a promotion, or an appointment to a  
9 different classification in the same pay range shall serve a new probationary period.  
10 Employees shall not normally be allowed to file a request to transfer until the completion  
11 of the probationary period. However, such limitations may be waived by management  
12 when deemed mutually advantageous, and the employee will be required to begin a new  
13 probationary period whenever a transfer occurs during the probationary period.

14 (3) Employees who do not successfully complete their probationary period in a position to  
15 which they have been promoted, or who wish to return to their former classification  
16 during their probationary period, shall be permitted to returned to the position from  
17 which they were promoted in the event such a position remains vacant. If such position  
18 has been filled, the County will make every reasonable effort to place such an employee  
19 in another position within the classification from which the employee was promoted, or if  
20 no such vacancy exists, to a position in a title and pay range lower than that from which  
21 the employee was promoted. Employees not returned to their former classification  
22 because no vacancy exists shall be placed on the appropriate layoff recall list.

#### 23 24 2.34 SENIORITY DEFINED

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

27 a. Employees' seniority shall be based on total straight time paid, regardless of  
28 whether full or part-time or type of appointment. If two or more employees have  
29 the same number of total straight time hours worked or where other employees  
30 have the same date of hire, they shall be placed on the seniority list in alphabetical  
31 order. Employees' seniority as defined above shall be computed prior to February  
32 1, May 1, August 1, and November 1. Seniority for new employees not appearing  
33 on the above list shall be based on date of hire.

- b. Service time accrued by an employee on and after September 8, 1989, while in an administrative position will not be computed for the purpose of competitive seniority.
- c. Non-bargaining unit employees, hired into a bargaining unit position after January 1, 2010, will receive 50% credit towards their seniority for their years of County service.

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

- a. Is discharged;
- b. Resigns with a break in service exceeding 30 days;
- c. Is laid off for a period of three (3) 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 employees competing for a specific adjustment relating to hours or conditions of employment. Seniority as used in that context shall have no bearing on an employee's entitlement to economic benefits predicated upon length of service.

### 2.35 ORIENTATION

- (1) Orientation shall be provided for all new employees, including transferees. Objective criteria will be developed and utilized uniformly with all orientees. Employees on orientation will not be included as part of the staffing pattern.
- (2) No employee shall be released from orientation unless there is a mutual agreement of those responsible for employees' 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 administration within one week for a decision.
- (3) Employees completing orientation will be notified in writing of same.

1 (4) A representative of the Federation of Nurses and Health Professionals shall be permitted  
2 to meet with newly hired bargaining unit employees for thirty (30) minutes at employee  
3 orientation conducted by Administration. The purpose of the meeting is to distribute  
4 copies of the current Agreement between Milwaukee County and the Federation as well  
5 as material explaining the functions of the Federation to the employees. This material is  
6 subject to the approval of the appointing authority before distribution. The County  
7 reserves the right to terminate this provision at any time if the Union presents any  
8 material which is libelous, scurrilous, or in any way detrimental to the labor-management  
9 relationship  
10

11 2.36 PROFESSIONAL PRACTICE COMMITTEE

- 12 (1) In the interest of improving the practice of nursing and the quality of patient care and  
13 maintaining good channels of communication, Professional Practice Committees will be  
14 initiated. These committees will be advisory in nature relative to the practice of nursing  
15 and the quality of patient care. Meetings of these committees shall be held at least  
16 monthly. Agenda items shall be any issues acceptable to the committee members that are  
17 concerned with improving nursing practice or patient care.  
18 (2) There shall be committees of this nature at Correctional Institutions and Behavioral  
19 Health Division. Time spent in meetings shall be considered as hours worked.  
20

21 2.37 EMPLOYEES' SAFETY

- 22 (1) The Federation and the County mutually agree that employees' and public safety is a  
23 primary concern and that every effort shall be made to promote safe equipment, safe  
24 work habits and safe working conditions. To that end, the Federation shall have one  
25 advisory representative on the Employee Safety Committee of the Behavioral Health  
26 Division and one representative on the County Safety Committee. When minutes of the  
27 Committee meetings are kept, a copy thereof shall be forwarded to the Federation of  
28 Nurses and Health Professionals.  
29 (2) The County shall maintain an immunization record on all employees with respect to the  
30 following communicable diseases:

31 Mumps	Chicken Pox	Tuberculosis
32 Measles	Rubella	Hepatitis B

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

10  
11 2.38 JURY DUTY

- 12 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury duty will  
13 be required to immediately present such Summons to the employee's supervisor and  
14 indicate the dates on which the employee will be required to serve.
- 15 (2) An employee who reports for jury duty on a regularly scheduled workday shall be paid  
16 for that day at the employee's regular rate, excluding premiums of any kind. Employees  
17 assigned to the second or third shift shall be considered as being assigned to the first shift  
18 during period of jury duty.
- 19 (3) In the event that an employee is excused from jury duty for 6 hours or more per day,  
20 he/she shall return to duty and work the completion of their regular shift.
- 21 (4) All fees received by employees serving as jurors shall be deposited with the County  
22 Treasurer. The County Treasurer shall send a check to each County employee for that  
23 portion of the fee attributable to expenses. An employee may retain the entire fee on  
24 days the employee reports for jury duty during vacation, off days, personal days, or other  
25 unscheduled times.
- 26 (5) If as a result of acting within the scope of their employment an employee is subpoenaed  
27 in the interest of Milwaukee County as determined by the Corporation Counsel, time  
28 spent in court, as well as travel time up to 8 hours per day shall be paid by the County.  
29 Employees wishing to be compensated in accordance with the above shall be required to  
30 turn over the witness fee to the County Treasurer.

1 2.39 DIRECT PAYROLL DEPOSIT

2 The Milwaukee County Direct Deposit Program shall be utilized by all employees in the  
3 bargaining unit.

4  
5 2.40 CHANGES IN CLASSIFICATION

6 (1) When, in the judgment of the Federation, a position or group of positions in the  
7 bargaining unit is improperly classified because of changes in the duties or  
8 responsibilities, the Federation shall submit its recommendations for reclassification in  
9 writing to the Director of the Division of Human Resources. All requests shall include an  
10 updated position description, detailed information regarding the duties assigned to the  
11 position, a summary of the change in duties and other pertinent information in a format  
12 designated by the Director of Human Resources. The Director of Human Resources shall  
13 review the duties assigned to the position as well as any other information provided and  
14 submit a recommendation to the Union.

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

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

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

- 1 (5) Monthly while a reclassification is pending, the Director of Human Resources shall  
2 provide a report to the Personnel Committee which lists all position reclassification  
3 which the Director intends to approve, along with a fiscal note for each. This report shall  
4 be distributed to all County Supervisors and placed on the Personnel Committee agenda  
5 for informational purposes. If a County Supervisor objects to the decision of the Director  
6 of Human Resources within seven working days of receiving this report, the  
7 reclassification shall be held in abeyance until resolved by the County Board upon  
8 recommendation of the Personnel Committee, and subsequent County Executive action.  
9 If no County Supervisor objects, the reclassification shall be implemented the first day of  
10 the first pay period following the meeting of the Personnel Committee and in compliance  
11 with collective bargaining agreements. In the event the County Board takes no action on  
12 a reclassification, after receipt of a recommendation from the Personnel Committee, the  
13 reclassification shall be implemented the first day of the first pay period following action  
14 by the County Executive or, in the event of a veto, final County Board action.
- 15 (6) The new rate of pay for the position reclassified shall be effective 120 days from the date  
16 of the request for reclassification or upon the effective date of the reclassification,  
17 whichever is less, except in instances where the position is reclassified to a classification  
18 in a lower pay range the provisions of Chapter 17 of the County Ordinances shall apply.
- 19 (7) The Director of the Division of Human Resources or the department head shall not be  
20 precluded from initiating a review of the classification of any represented position if  
21 he/she feels such a review is appropriate.

#### 22 23 2.43 DEFERRED COMPENSATION

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

#### 27 28 2.44 CHARGE DIFFERENTIAL

- 29 (1) Registered Nurses employed at the Sheriff's Department, or House of Correction, who are  
30 assigned Charge Nurse duties, shall receive one dollar (\$1.00) per hour differential for  
31 the performance of such duties:

- 1 (a) Such employee is designated as the Charge Nurse on the work schedule by the  
2 Sheriff or his/her designee, or the House of Correction Superintendent or his/her  
3 designee, and  
4 (b) Such employee is assigned to such duties for a minimum of 4 hours. In no event  
5 shall the Charge Nurse Differential be paid to more than one employee for the  
6 same hours.  
7 (c) Such employee, during the term of the assignment, shall be exempt from the  
8 provisions of 2.08

- 9 (2) The County will make every reasonable effort to select employees from among those  
10 who have volunteered for such assignment.  
11

#### 12 2.45 CHILD CARE VOUCHERS

13 Employees shall be eligible to participate in a voucher program which will enable child care  
14 expenses to be paid with pre-tax income. Such program will be administered by a vendor, to be selected  
15 by Milwaukee County, and shall be in conformance with state and federal regulations.  
16

#### 17 2.46 EMPLOYEE LIABILITY

18 If the defendant in any action or special proceeding is a public employee and is proceeded against  
19 as an individual because of acts committed while carrying out the employee's duties as an employee and  
20 the jury or the court finds that such defendant was acting within the scope of the employee's  
21 employment, the judgment as to damages and costs entered against the employee in excess of any  
22 insurance available to the employee shall be paid by the County of which the defendant is an employee.  
23 Regardless of the results of the litigation, the governmental unit, if it does not provide legal counsel to the  
24 defendant employee, shall pay reasonable attorney's fees and costs of defending the action, unless it is  
25 found by the court or jury that the defendant employee did not act within the scope of employment.  
26 Failure by the employee to give notice to the employee's department head of action or special proceeding  
27 commenced against the defendant employee as soon as reasonably possible is a bar to  
28 recovery by the employee from the County of reasonable attorney's fees and costs of defending the  
29 action. The attorney's fees and expenses shall not be recoverable if the County offers the employee legal  
30 counsel and the offer is refused by the defendant employee.  
31  
32  
33

1 2.47 INCOME CONTINUATION INSURANCE

2 The County shall provide employees with the option of purchasing short-term income  
3 continuation insurance coverage via payroll deduction. Employees shall be offered the option of  
4 purchasing short-term income continuation insurance coverage in accordance with the provisions of any  
5 plan which may be offered by Milwaukee County.

6  
7 2.48 ACCRUED TIME OFF DONOR PROGRAM

8 (1) The Department of Human Resources shall establish and maintain an accrued time off  
9 donor program for the purpose of enabling employees who have used all of their  
10 available accrued off time, including sick leave, to receive donations of accrued time off  
11 from other employees who have elected to donate accrued time off to the employee in  
12 need of such time. Employees shall be permitted to donate, in increments of one hour,  
13 accrued vacation time, personal time, or holiday time to a designated employee who has  
14 exhausted all of his/her accrued time off, including sick leave, because he/she is suffering  
15 from a potentially terminal illness as certified by a physician.

16 (2) Employee Requesting Donation of Time

17 (a) Any employee who feels that he/she qualifies for and desires to receive donations  
18 of time shall contact the Department of Human Resources at 278-4143 in the  
19 Courthouse, Room 210 and indicate his/her intention to file an application for the  
20 donor program.

21 (b) The Department of Human Resources shall provide two forms to be completed by  
22 the employee and the employee's attending physician--Application for Time Off  
23 Donor Program and Application for Time Off Donor Program Physician's  
24 Statement of Employee's Disability. It is the employee's responsibility to complete  
25 the employee form and have the attending physician complete the disability  
26 statement and return both forms to the Department of Human Resources, marked  
27 confidential.

28 (c) The employee shall not be considered eligible to receive donated time until after  
29 the Department of Human Resources receives the completed application and  
30 physician's statement and verifies that the employee meets the requirements of  
31 having no available time and that the employee has a potentially terminal illness.

- 1 (d) Milwaukee County and the Department of Human Resources reserve the right to  
2 obtain a second opinion as to the nature of the employee's illness and the  
3 expected prognosis.
- 4 (e) If the employee is deemed eligible to receive donations of time, the Department of  
5 Human Resources will notify the employee's department and the Union of the  
6 determination. The Department of Human Resources shall maintain a listing of all  
7 employees who are deemed eligible to receive donations of time.
- 8 (f) Employees who are eligible and receive donations of time shall have any time  
9 donated to them added to the employee's sick allowance balance. Employees may  
10 receive donations of time after their eligibility for the program has been  
11 determined and as long as they are determined to have a potentially terminal  
12 illness.

13 (3) Employees Requesting To Donate Time

- 14 (a) Any employee wishing to donate accrued time must complete an Application to  
15 Donate Time form that is available from the Department of Human Resources.
- 16 (b) It is the employee's responsibility to have the form accurately completed and  
17 returned to the Department of Human Resources.
- 18 (c) Each request must specify only one named County employee to receive the  
19 specified hours of donated time. The request to donate time will be implemented  
20 only after the named employee has been determined to be eligible to receive  
21 donations of time.
- 22 (d) A separate Application to Donate Time form must be completed for each  
23 employee to whom the time is being donated and each time a donation is being  
24 made.
- 25 (e) The employee donating time and the employee's department will be notified by  
26 the Department of Human Resources when the donated time has been removed  
27 from the employee's accrued balance.
- 28 (f) The employee named to receive the donation of time can only use any time  
29 donated. The employee who donated the time shall not have any time returned to  
30 his/her accrued balances if the employee to whom the time is donated does not  
31 utilize all of the donated time.
- 32 (g) The decision to donate time cannot be rescinded once the Application to Donate  
33 Time has been received and approved by the Department of Human Resources.

- 1 (h) The Department of Human Resources shall not make a recommendation as to  
2 which eligible employee should benefit from the donation of time or the amount  
3 of time any eligible employee requires.
- 4 (i) The Department of Human Resources shall maintain a listing of employees  
5 determined to be eligible to receive donations of time.
- 6 (j) An employee may choose to donate time to another employee even though the  
7 employee receiving the donation of time is in a different department or a different  
8 bargaining unit.

9  
10 PART 3

11  
12 3.01 ROLE OF THE REGISTERED NURSE

- 13 (1) The County recognizes that the registered nurse is responsible for the direct and/or  
14 indirect total nursing care of patients and that the proper utilization of nursing skills  
15 requires that various supportive personnel and services are provided to assist the nurse in  
16 giving nursing care.
- 17 (2) The nurses must and shall have authority commensurate with their responsibility for  
18 directing the work of the various auxiliary and nursing personnel who are assigned to  
19 nursing units to perform various tasks which are a part of total nursing care.
- 20 (3) The County will make every reasonable effort to implement the principle of relieving the  
21 registered nurse of such tasks as cleaning units following patients' discharge, delivering  
22 drugs from pharmacy to the wards and correctional institutions, transporting stable  
23 patients and their records, transporting specimens and performing clerical duties.
- 24 (4) The County agrees that relief from nonprofessional tasks is desirable in allowing nurses  
25 to perform the duties for which they were educated and will make every effort to  
26 implement the transfer of such nonprofessional duties to other services or auxiliary  
27 personnel.
- 28 (5) The parties further agree that it is the County's responsibility to attempt to provide  
29 adequate numbers of registered nurses and auxiliary nursing personnel on all shifts as  
30 necessary, consistent with sound practices, and to fill approved vacancies as soon as  
31 possible in order to provide safe and adequate nursing care and to make maximum  
32 utilization of the training and competencies of all nursing personnel.

1 3.02 EMPLOYEE LISTS

- 2 (1) The County shall supply the Federation with a monthly list of any hires and terminations  
3 within its bargaining unit. The lists shall contain the names, addresses, phone numbers,  
4 classification, and hourly rate of pay and be listed within work units established for check  
5 distribution purposes.
- 6 (2) The County shall notify the Federation whenever an employee is promoted out of,  
7 transferred into, or retires from the bargaining unit within thirty (30) days.
- 8 (3) The County shall notify the Federation of name changes and classification changes within  
9 thirty (30) days.

10

11 3.04 IN-SERVICE TRAINING

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

15

16 3.05 BARGAINING TIME

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

23

24 3.06 VOLUNTARY TIME OFF

- 25 (1) When employee requests to reduce their work week or go on leave of absence without  
26 pay are approved by their appointing authority as part of a cost reduction program due to  
27 declining census, they will continue to accrue the following benefits as though their  
28 employment status had not changed:
- 29 (a) Holiday
  - 30 (b) Vacation Accrual
  - 31 (c) Competitive Seniority
  - 32 (d) Health, Dental and Life Insurance Premiums
  - 33 (e) Sick Leave Accrual

1 (f) Pension Service Credits (prospectively and retrospectively)

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

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

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

9  
10 3.07 ACCESS TO PERSONNEL FILES

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

20 (2) Examinations of employee's files shall be conditioned upon the following:

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

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

- 28 1. The documents to be copied shall be specifically identified on the  
29 request form.
- 30 2. Such documents shall be relevant to the purpose of the inspection  
31 which shall be stated on the request form.
- 32 3. Such copies shall be made available to the employee or their designee  
33 within 48 hours from the time of the request.



1 volunteer for layoff shall be placed on the layoff/recall list for the classification from  
2 which layoff occurred for three years and one day from the date of layoff.

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

5 (a) Displace the least senior employee in the same or comparable classification, as  
6 determined by the Division of Human Resources, based on minimum  
7 qualifications, under the same appointing authority. This least senior employee  
8 shall displace the least senior employee in the same or comparable classification,  
9 as determined by the Division of Human Resources, based on minimum  
10 qualifications, in the County service. A part-time employee may displace a less  
11 senior part-time employee holding the same classification, and a full-time  
12 employee may displace a less senior full-time employee holding the same  
13 classification. However, a full-time employee who is willing to accept part-time  
14 employment, may displace a less senior part-time employee holding the same  
15 classification.

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

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

22 (4) Employees on layoff shall be recalled to vacancies in the classification previously held  
23 based on their respective seniority, with the most senior employee being recalled first.  
24 Employees who held a full-time position prior to layoff shall be placed on the  
25 layoff/recall list for both full-time and part-time positions, but shall be removed from the  
26 part-time layoff/recall upon refusing an offer of part-time employment and shall be  
27 removed from the layoff-recall list for both full-time and part-time employment upon  
28 refusing an offer for full-time employment. An employee who held a part-time position  
29 prior to layoff shall be placed on the layoff/recall list for part-time employment. All  
30 employees shall be placed on the layoff/recall for three (3) years and one day from the  
31 day of layoff.

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

1 (6) If programs or functions will become inoperable by reason of the application of this  
2 section, the employer may protect individual employees from layoff to ensure the  
3 operability of programs or functions. If the County determines to lay off in a manner  
4 inconsistent with the seniority provisions of this section, the County shall be required to  
5 discuss such layoff with the Federation of Nurses and Health Professionals. If agreement  
6 cannot be reached as to the appropriate individual employees necessary to ensure the  
7 operability of programs or functions, an arbitrator will be selected in accordance with  
8 Sec. 4.03(1) who will hold an immediate hearing and issue a bench decision solely on the  
9 appropriate individual employees necessary to be retained outside of seniority order for  
10 continued program operation. Failure of the arbitrator's decision shall not stay the  
11 effective date of the layoff. If by reason of the award any employee is returned to duty  
12 the employees shall be made whole.

### 14 3.11 UNION VOTES

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

### 19 3.12 DEPARTMENT WORK RULES

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

### 30 3.14 POOL EMPLOYEES

31 (1) A pool employee is credentialed by the State of Wisconsin and employed on an hourly  
32 basis. The rate of pay will be adjusted by any general wage increase.

- 1 (2) Pool employees shall be granted a bonus based on total pool hours paid at the end of each  
2 payroll year. (Pay Period 1-26), based on total pool hours paid, as follows:  
3 201 - 400 hours \$250  
4 401 - 800 hours \$600  
5 801 or more hours \$1,000
- 6 (a) This bonus shall be paid as soon as administratively possible.  
7 (b) Employees converting from pool status to permanent status during the calendar  
8 year shall receive the bonus based on hours worked as a pool employee during the  
9 calendar year.  
10 (c) Employees who resign during the calendar year shall receive the bonus based on  
11 hours worked as a pool employee.
- 12 (3) Pool employees' duties shall be those normally performed by Registered Nurses I,  
13 Advance Practice Nurse Prescriber, and Occupational Therapists except as limited in  
14 Section 1.06.
- 15 (4) Pool employees may participate in group health and dental plans by paying the monthly  
16 premiums.
- 17 (5) Performance evaluations may be done at any time there is a need but must be done after  
18 orientation and yearly. For pool employees who work in one area, the area supervisor  
19 will do the evaluation. For pool employees who work in more than one area, the  
20 supervisors will collaborate on the evaluation.
- 21 (6) Every effort will be made to offer assignments based on the employees' indicated  
22 availability. Pool employees working in 7-day service are required to work a minimum  
23 of four (4) shifts per month. Two (2) of the required shifts will be on a weekend, off-shift  
24 or major holiday. The minimum shift requirement will be met if there is no need to have  
25 the pool employee work a weekend, off-shift on major holiday. If pre-scheduled shifts  
26 are cancelled by management, then these hours will be counted toward meeting minimum  
27 requirements. Shifts cancelled by the employee will not count towards the requirements.  
28 Failure of a pool employee to be available to meet the minimum requirements may be  
29 considered a resignation. Pool employees who are receiving Social Security payments  
30 may have the shift requirement waived or reduced on a case by case basis in the event the  
31 requirement jeopardizes their Social Security payments.
- 32 (7) A permanent employee who opts to become a pool employee and returns to permanent  
33 status shall be credited with all hours worked as a permanent employee and a pool

1 employee for purposes of determining the step in the pay range at which the employee  
2 shall be compensated or the formula included in 2.01 (2) whichever is greater.

- 3 (8) Pool employees who accepts an appointment to a permanent position shall be credited  
4 with all hours worked as a pool employee for the purpose of determining the step in the  
5 pay range at which the employee shall be compensated or the formula included in 2.01(2)  
6 whichever is greater.
- 7 (9) Pool employees shall not accrue any benefits during their status as pool employees other  
8 than seniority, in accordance with Section 2.34.
- 9 (10) Employees in the pool with no prior break in service shall have vacation, sick leave,  
10 pension credits\* and seniority credits accrued at the time of appointment to pool status  
11 restored upon return to permanent status and will receive seniority credit for all pool  
12 hours worked.

13 \*In accordance with the provisions of the Employees' Retirement System.

14 (11) Scheduling Policies:

- 15 (a) Requests for additional hours by employees on regularly scheduled work weeks  
16 of less than forty hours on affected units will be honored before scheduling pool  
17 employees.
- 18 (b) Pool employees may be called upon to fill staff needs after the schedule has  
19 been posted, prior to offering of overtime to regular employees provided  
20 hours for pool will not result in increased off shift rotation for full time, part  
21 time or pro-rata employees. However, once an overtime shift has been  
22 confirmed, a regular employee cannot be canceled by a pool employee.
- 23 (c) If more than one Pool employee is scheduled on the same program and one is  
24 not needed, the pool employee on overtime will be canceled first. When  
25 canceling pool employees, pool on overtime and pool on straight time are two  
26 (2) separate groups. Cancellations will be rotated and balanced if more than  
27 one pool employee is scheduled.
- 28 (d) Pool employees who sign up for a shift are considered to be scheduled. Pool  
29 employees absent from scheduled shifts in excess of two (2) shifts within  
30 three (3) scheduling periods may be disciplined up to and including  
31 termination. This section shall not supercede or interfere with the County's  
32 right to discipline employees.
- 33 (e) Pool employees requesting to work for a scheduling period will have their

1 requests reviewed for the areas they are qualified for. These requests will be  
2 granted based on need. If more than one pool employee is interested in  
3 working the day/shift/area, the pool employee that has the lesser amount of  
4 shifts to be granted will be awarded the shift.

5 (12) A pool employee who requests a leave of more than three (3) months shall be asked to  
6 resign and may re-apply when they are again available for work.

7 (13) Pool employees who fail to remain current on mandatory trainings, testing, licensure or  
8 certification may be separated from the pool.

9 (14) The following provisions of this Agreement apply to Pool Nurses pool employees: Part I,  
10 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, 2.36,  
11 2.37, 2.39, 2.40, 2.44, 2.46, 3.01, 3.02, 3.04, 3.07, 3.08, 3.11, 3.12, 3.14, 3.15, 4.01, 4.02,  
12 4.03, 5.02(5), 5.03, 6.01, 6.02, 6.03.

13 \*After 500 hours worked per year as a pool employee.

14 (15) If a pool employee calls within two (2) hours of the start of a pool shift and is told to  
15 report for duty, reports for duty and is sent home, the pool employee will be paid a  
16 minimum of four (4) hours.

17 (16) Pool employees who work a major holiday will be compensated at time and one-half.

18 (17) Pool employees will not be used to avoid creating new positions or filling existing  
19 positions.

### 20 21 3.15 TECHNOLOGICAL CHANGES

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

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

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

31 (4) The County recognizes the fact there are now many work areas where bargaining unit  
32 employees are expected to enter patient information into computer terminals and that  
33 these entries are critical to accurate patient information and quality care. In order to

1 maintain accuracy and privacy, employees in the nursing service will create their own  
2 confidential password compatible with the system software to access the computer. This  
3 code will be known only to the employee, will be accessible through the system to the  
4 computer department only and will be inaccessible to other employees.  
5

6 PART 4  
7

8 4.01 FAIR SHARE AGREEMENT

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

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

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

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

- 27 1. That prior to the implementation of the agreement, the Federation shall  
28 submit to the County a schedule of monthly dues levied by its  
29 organization.
- 30 2. Any increase in dues or fair share amounts to be deducted shall be  
31 certified by the Federation at least 15 days before the start of the pay  
32 period the increased deduction is to be effected.

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

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

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

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

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

1 (4) In the event the provisions of this fair share agreement are successfully challenged by any  
2 person affected thereby, and it is determined by an administrative body or a court of  
3 competent jurisdiction that the deductions made pursuant to the provisions hereof are in any  
4 manner in conflict with the rights of the challenging party as those rights are affected by Ch.  
5 63, Wis. Stats., or other provisions of law applicable to public employment, which  
6 determination results in an order or judgment against Milwaukee County requiring that it  
7 repay to the challenging party and/or to any or all members of the class represented by such  
8 challenging party such sums as have been deducted from their earnings in accordance with the  
9 provisions hereof, the Federation agrees to indemnify the County in full, including any and all  
10 costs of interest which may be a part of such order or judgment, for all sums for which the  
11 County has been determined to be liable.

12 During the pendency of any action brought challenging the provisions of this fair  
13 share agreement or the right of the Federation and the County to enter into such an  
14 agreement, all sums which the County has agreed to deduct from the earnings of  
15 employees covered by the agreement and transmit to the treasurer of the Federation,  
16 except sums deducted pursuant to voluntary checkoff cards on file with the employer,  
17 shall be placed in trust with a Milwaukee bank pending the ultimate disposition of such  
18 action. In the event the outcome of such action favors the continuance of the fair share  
19 agreement, the monies held in trust, together with one-half of the interest earned thereon,  
20 shall be paid to the Federation upon entry of judgment in such action. The balance of the  
21 accrued interest shall be paid to Milwaukee County.

#### 22 23 4.02 GRIEVANCE PROCEDURE

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

##### 26 (1) APPLICATION

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

29 A grievance shall mean a controversy which exists as a result of an unsatisfactory  
30 adjustment or failure to adjust a claim or dispute by an employee or group of employees  
31 concerning the application of wage schedules or provisions relating to hours of work and  
32 working conditions contained in or referenced to in this Agreement. The grievance  
33 procedure shall not be used to change existing wage schedules, hours of work, working

1 conditions, fringe benefits and position classifications established by ordinances and rules  
2 which are matters processed under other existing procedures. Grievances filed under this  
3 grievance procedure shall not be resolved in a manner which conflicts with this  
4 Agreement, Civil Service Rules, Milwaukee County Government Ordinances and  
5 Resolutions, or binding past practices established by the parties unless such resolution is  
6 agreed upon by the Director of Labor Relations and the President of the Federation.

7 (2) REPRESENTATIVES

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

13 (3) TIME OF HANDLING

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

17 (4) TIME LIMITATIONS

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

24 (5) SETTLEMENT OF GRIEVANCES

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

29 (6) FORMS

30 There are 2 separate forms used in processing a grievance:

- 31 (a) Grievance Initiation Form;
- 32 (b) Grievance Disposition Form;

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

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

- 9 1. The employee alone or with employee's steward shall cite the specific  
10 language of the rule, regulations or contract provision that was alleged to  
11 have been violated at the first step of the grievance procedure.
- 12 2. The employee alone or with employee's steward shall in writing provide  
13 the employee's immediate supervisor designated to hear grievances a  
14 detailed explanation as to when, where, what, who, and why the employee  
15 believes that employee's contractual rights have allegedly been violated.  
16 The written Grievance Initiation Form shall contain the date or time that  
17 the employee alleges that employee's contractual rights have been  
18 violated.
- 19 3. The employee alone or with employee's steward shall specifically detail  
20 the relief the employee is requesting. The specific relief being requested  
21 shall be in writing. The requested relief at the written step of the  
22 grievance procedure shall remain the same through all steps of the  
23 grievance procedure.
- 24 4. If more space is required than is provided for on the Grievance Initiation  
25 Form in order to comply with the provisions of this section, the employee  
26 shall be permitted to submit written attachments to said form.
- 27 5. The Grievance Initiation shall be prepared by the employee or with  
28 employee's steward in a manner that is neat, clear, and discernible to a  
29 third party. The grievant(s) must sign the grievance. A minimum of three  
30 (3) signatures are required for a group grievance. Failure of the grievant(s)  
31 to sign the grievance shall bar the grievance from being processed.
- 32 6. Failure on the part of the employee alone or with the steward to follow  
33 section 4.02 (6) (c) 1, 2, 3, 4, or 5, shall make the Grievance Initiation

1 Form null and void and the employee's immediate supervisor designated  
2 to hear grievances shall return the Grievance Initiation Form to the  
3 employee for corrections.

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

13 (7) STEPS IN THE PROCEDURE

14 (a) STEP 1

- 15 1. The employee alone or with employee's representative shall explain  
16 employee's grievance verbally to employee's supervisor designated to  
17 respond to employee grievances  
18 2. The supervisor designated in paragraph 1 shall within 3 working days verbally  
19 inform the employee of supervisor's decision on the grievance presented.  
20 3. If the supervisor's decision resolves the grievance, the decision shall be  
21 reduced to writing on a Grievance Disposition Form within 5 working days  
22 from the date of the verbal decision and a copy of said disposition shall be  
23 immediately forwarded to the Director of Labor Relations.

24 (b) STEP 2

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

29 (a) The employee alone or with employee's steward shall fill out the  
30 Grievance Initiation Form pursuant to Section 4.02 (6) (c), 1, 2, 3,  
31 4, 5, and 6 of this Agreement.

- 32 2. The employee or employee's representative after receiving confirmation  
33 shall forward the grievance to employee's appointing authority or to the

1 person designated by the appointing authority to receive grievances within  
2 5 working days of the verbal decision.

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

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

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

13 (c) STEP 3

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

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

30 (d) STEP 4

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

- 1 (8) The first and second step hearing officers shall forward a copy of their disposition to the  
2 Division of Labor Relations at the same time they notify the grievants of their disposition.  
3 The Director of Labor Relations or his/her designee shall have the unilateral authority to  
4 modify any grievance disposition rendered in Step 1 and/or Step 2 and shall within five (5)  
5 days of the disposition, notify the union and the department of any such modification. Within  
6 fifteen (15) days a Step 3 hearing shall be held.
- 7 (9) No grievance shall be initiated after the expiration of 90 calendar days from the date of the  
8 grievable event, or the date on which the employee becomes aware, or should have become  
9 aware that a grievable event occurred, whichever is later. This clause shall not limit  
10 retroactive payment of economic benefits for which it has been determined the County is  
11 liable nor would it prohibit a prospective adjustment of an ongoing situation.
- 12 (10) Representation at hearings on group grievance, shall be limited to two aggrieved employees  
13 and Federation representatives, not to exceed two, except in those cases where the Federation  
14 and the Director of Labor Relations or designee agree that the circumstances of the grievance  
15 are such as would justify participation by a larger number. One employee shall be designated  
16 as the grievant to whom the grievance disposition forms shall be forwarded.
- 17 (11) At each successive step of the grievance procedure, the subject matter treated and the  
18 grievance disposition shall be limited to those issues arising out of the original grievance as  
19 filed.
- 20 (12) In those cases in which an employee elects not to be represented by a Federation  
21 representative, the grievance shall not be resolved in a manner inconsistent with the existing  
22 collective agreement. In such cases, the Office of the Federation shall be notified of such  
23 grievances and the hearing dates.
- 24 (13) A copy of all grievance dispositions shall be promptly forwarded to the aggrieved, a  
25 representative designated on the grievance form, and the office of the Federation.

26  
27 4.03 SELECTION OF ARBITRATOR

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

1 (a) The arbitrator shall have the authority upon referral of a grievance to investigate  
2 such grievance in such manner as in the arbitrator's judgment will apprise the  
3 arbitrator of all of the facts and circumstances giving rise to such grievance to  
4 enable the arbitrator to reach a decision. The arbitrator shall have the authority to  
5 conduct hearings and to request the presence of witnesses. At such hearings both  
6 the County and the Federation may be represented by counsel and may call  
7 witnesses to testify in their behalf. Either party may request that a transcript of  
8 the proceedings be made. Any expenses incurred for witness fees or for the cost  
9 of the reporter and the preparation of transcript shall be borne by the party  
10 requesting the same unless the parties by mutual agreement consent to share such  
11 costs. The fees of the arbitrator shall be divided equally between the parties. The  
12 arbitrator shall complete arbitrator's investigation within a reasonable period of  
13 time and file arbitrator's decision and the reasons therefore in writing with the  
14 Division of Labor Relations.

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

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

22 (3) INTERPRETATION OF AGREEMENT

23 Any dispute arising between the parties out of the interpretation of the provisions  
24 of the Agreement shall be discussed by the Federation with the Division of Labor  
25 Relations. If such dispute cannot be resolved between the parties in this manner, either  
26 party shall have the right to refer the dispute to arbitration in the manner prescribed in  
27 par. (1), except as hereinafter provided.

28 The parties may stipulate to the issues submitted to the arbitrator and shall present  
29 to such arbitrator either orally or in writing, their respective positions with regard to the  
30 issues in dispute. The arbitrator shall be limited in arbitrator's deliberations and decision  
31 to the issues so defined. The decision of the arbitrator shall be filed with the Division of  
32 Labor Relations.

33 (4) ARBITRATOR'S AUTHORITY



- 1 (a) At the meeting before the appointing authority or their designee, the employee  
2 may be represented by Federation officials equal to the number of management  
3 officials present at such meeting.
- 4 (b) The meeting at which the Federation official is permitted to be present shall not  
5 be an adversary proceeding. The Federation official may bring to the attention of  
6 the appointing authority or their designee any facts which Federation official  
7 considers relevant to the issues and may recommend to the appointing authority  
8 on behalf of the employ that Federation official considers to be the appropriate  
9 disposition of the matter. The employee shall not be entitled to have witnesses  
10 appear on employee's behalf nor shall the supervisory personnel present at such  
11 meeting be subject to cross-examination or harassment. These restrictions  
12 recognize that the purpose of Federation representative at such meetings is to  
13 provide the employee with a spokesperson to enable employee to put employee's  
14 case before the appointing authority and, further to apprise the Federation of the  
15 facts upon which the decision of the appointing authority or their designee is  
16 made.
- 17 (c) Recognizing that discipline is most effectively imposed as contemporaneously as  
18 possible with the incident leading to such action, it shall be the obligation of the  
19 employee to make arrangements to have employee's Federation representative  
20 present at the time the meeting is set by the appointing authority or their designee  
21 to consider the imposition of such discipline.

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

- 31 (d) Nothing contained herein shall in any way limit the authority of the supervisory  
32 staff to impose summary suspension where the circumstances warrant such action.  
33 It is understood that a review of the action of the supervisor will be made at the

1 level of the appointing authority or their designee for the purpose of reviewing the  
2 action taken by the immediate supervisor. Meetings to review such summary  
3 suspensions shall be held as soon as practicable at the level of the appointing  
4 authority or their designee. At such meeting the employee shall be entitled to the  
5 rights set forth herein.

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

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

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

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

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

18  
19 5.03 ACCESS TO WORK LOCATIONS

20 (1) Reasonable access to employee work locations shall be allowed to officers of the  
21 Federation and their officially designated representatives for the purpose of processing  
22 grievances or contacting members of the Federation concerning business within the scope  
23 of this Agreement. Such access shall be permitted under the following terms and  
24 conditions:

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

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

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

10 (2) Representatives of recognized employee organizations who are not employees shall be  
11 governed by these procedures insofar as they are applicable.

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

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

16  
17 5.04 PERFORMANCE IMPROVEMENT PLAN

18 (1) Employees will be placed on a performance improvement plan (PIP) only after the  
19 County has documented the reason for such action. Placement on the plan must not be  
20 arbitrary and capricious. At the request of the employee, a union representative may  
21 attend the meeting in which formal notice of performance problems will be explained to  
22 the employee. Selection of a union representative shall not delay this scheduled meeting.  
23 Neither the notice to the employee, nor the placement of the employee on such a program  
24 is grievable under this arrangement until such time as the employee receives a written  
25 notice of a disciplinary action under this plan.

26 (2) A performance improvement plan shall include objective measurable criteria to be met  
27 along with reasonable time limits in which to meet the criteria. Management will review  
28 the success of this plan at regularly scheduled intervals identified in the PIP. A copy of  
29 the PIP will be given to the employee, the Director of Nursing or the Department head,  
30 and the Division of Human Resources.

PART 6

6.01 SUCCESSORS AND ASSIGNS

In the event any institution or department in which unit employees 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 employees under conditions which would maintain in force the present wages, hours, and conditions of employment to which such employees 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.

- 1
2. All collateral agreements shall be executed by the appropriate County official and  
2 authorized and signed by the Director of Labor Relations.

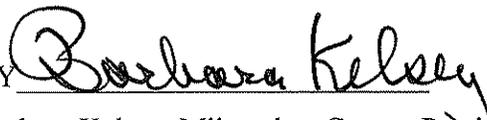
This Agreement shall remain in full force and effect until replaced by a subsequent Agreement.

Dated at Milwaukee, Wisconsin, this 9<sup>th</sup> day of October, 2009.

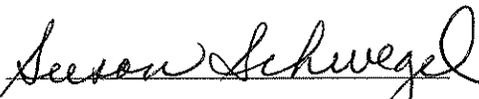
(Three copies of this instrument are being executed, all with the same force and effect as though each were an original.)

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

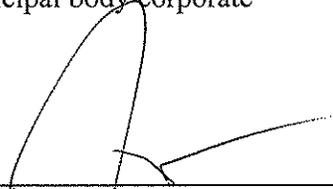
BY   
Candice Owley, President, WFNHP

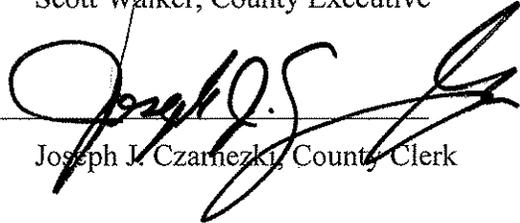
BY   
Barbara Kelsey, Milwaukee County President,  
Local 5001

IN PRESENCE OF:

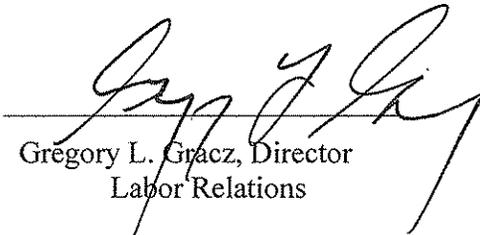
  
Susan Schwegel, Milwaukee County Vice President  
Local 5001

COUNTY OF MILWAUKEE  
a municipal body-corporate

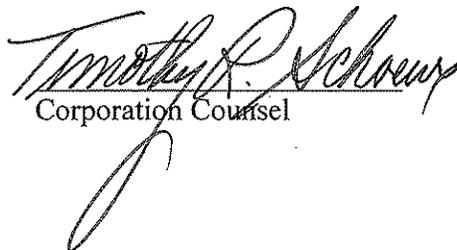
BY   
Scott Walker, County Executive

BY   
Joseph J. Czarnecki, County Clerk

IN PRESENCE OF:

  
Gregory L. Gracz, Director  
Labor Relations

Approved for Execution:

  
Corporation Counsel

## APPENDIX A

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

RN I and RN II's are eligible for Reassignment Differential Pulling if:

- They are to be reassigned PULLED out of their assigned program as defined below;
- They are an Acute Care Float RN and voluntarily agree to be reassigned to CAIS, IMD, or Hilltop.

Programs are defined as:

- Acute Care
  - 43A/43B/43C/43D together
- Crisis Service
  - PCS/OBS together
- Rehab Central (IMD)
  - 44A/44B/44C together
- Hilltop
  - 44E/43E/43F together
    - AM – RN pulled to cover two (2) or More units for the program
    - PM – RN pulled to cover two (2) or More units for the program
    - Hilltop and IMD RN's, working *within* the program on the NOC shift, **are not eligible** for Voluntary Reassignment Pulling Differential
- CAIS
  - alone

**APPENDIX B**  
**Wage Rates 2009 - 2011**  
**(for informational purposes only)**

Page 1 of 2

EFFECTIVE 12/27/2009  
 PAY RANGE 16N

STEP	HOURLY	ANNUAL
1	\$22.90	\$47,632.00
2	\$23.38	\$48,630.40
3	\$23.99	\$49,899.20
4	\$25.67	\$53,393.60
5	\$27.20	\$56,576.00
6	\$28.55	\$59,384.00
7	\$29.13	\$60,590.40
8	\$29.75	\$61,880.00
9	\$30.30	\$63,024.00
10	\$30.84	\$64,147.20

EFFECTIVE 06/27/2010  
 PAY RANGE 16N

STEP	HOURLY	ANNUAL
1	\$23.13	\$48,110.40
2	\$23.61	\$49,108.80
3	\$24.23	\$50,398.40
4	\$25.92	\$53,913.60
5	\$27.47	\$57,137.60
6	\$28.84	\$59,987.20
7	\$29.42	\$61,193.60
8	\$30.04	\$62,483.20
9	\$30.61	\$63,668.80
10	\$31.15	\$64,792.00

EFFECTIVE 12/26/2010  
 PAY RANGE 16N

STEP	HOURLY	ANNUAL
1	\$23.42	\$48,713.60
2	\$23.91	\$49,732.80
3	\$24.53	\$51,022.40
4	\$26.25	\$54,600.00
5	\$27.81	\$57,844.80
6	\$29.20	\$60,736.00
7	\$29.79	\$61,963.20
8	\$30.42	\$63,273.60
9	\$30.99	\$64,459.20
10	\$31.54	\$65,603.20

EFFECTIVE 06/26/2011  
 PAY RANGE 16N

STEP	HOURLY	ANNUAL
1	\$23.66	\$49,212.80
2	\$24.15	\$50,232.00
3	\$24.78	\$51,542.40
4	\$26.51	\$55,140.80
5	\$28.09	\$58,427.20
6	\$29.49	\$61,339.20
7	\$30.09	\$62,587.20
8	\$30.73	\$63,918.40
9	\$31.30	\$65,104.00
10	\$31.86	\$66,268.80

EFFECTIVE 12/27/2009  
 PAY RANGE 17NZ

STEP	HOURLY	ANNUAL
1	\$23.36	\$48,588.80
2	\$23.99	\$49,899.20
3	\$25.66	\$53,372.80
4	\$27.19	\$56,555.20
5	\$28.54	\$59,363.20
6	\$29.77	\$61,921.60
7	\$30.36	\$63,148.80
8	\$30.98	\$64,438.40
9	\$31.54	\$65,603.20
10	\$32.09	\$66,747.20

EFFECTIVE 06/27/2010  
 PAY RANGE 17NZ

STEP	HOURLY	ANNUAL
1	\$23.59	\$49,067.20
2	\$24.23	\$50,398.40
3	\$25.91	\$53,892.80
4	\$27.46	\$57,116.80
5	\$28.83	\$59,966.40
6	\$30.06	\$62,524.80
7	\$30.67	\$63,793.60
8	\$31.29	\$65,083.20
9	\$31.85	\$66,248.00
10	\$32.41	\$67,412.80

EFFECTIVE 12/26/2010  
 PAY RANGE 17NZ

STEP	HOURLY	ANNUAL
1	\$23.89	\$49,691.20
2	\$24.53	\$51,022.40
3	\$26.24	\$54,579.20
4	\$27.80	\$57,824.00
5	\$29.19	\$60,715.20
6	\$30.44	\$63,315.20
7	\$31.05	\$64,584.00
8	\$31.68	\$65,894.40
9	\$32.25	\$67,080.00
10	\$32.81	\$68,244.80

EFFECTIVE 06/26/2011  
 PAY RANGE 17NZ

STEP	HOURLY	ANNUAL
1	\$24.15	\$50,232.00
2	\$24.78	\$51,542.40
3	\$26.51	\$55,140.80
4	\$28.09	\$58,427.20
5	\$29.49	\$61,339.20
6	\$30.76	\$63,980.80
7	\$32.16	\$66,892.80
8	\$32.80	\$68,224.00
9	\$33.44	\$69,555.20
10	\$34.01	\$70,740.80

EFFECTIVE 12/27/2009  
 PAY RANGE 18N

STEP	HOURLY	ANNUAL
1	\$25.67	\$53,393.60
2	\$27.20	\$56,576.00
3	\$28.55	\$59,384.00
4	\$29.78	\$61,942.40
5	\$31.13	\$64,750.40
6	\$31.75	\$66,040.00
7	\$32.38	\$67,350.40
8	\$32.93	\$68,494.40
9	\$33.47	\$69,617.60

EFFECTIVE 06/27/2010  
 PAY RANGE 18N

STEP	HOURLY	ANNUAL
1	\$25.92	\$53,913.60
2	\$27.47	\$57,137.60
3	\$28.84	\$59,987.20
4	\$30.07	\$62,545.60
5	\$31.44	\$65,395.20
6	\$32.07	\$66,705.60
7	\$32.70	\$68,016.00
8	\$33.25	\$69,160.00
9	\$33.81	\$70,324.80

EFFECTIVE 12/26/2010  
 PAY RANGE 18N

STEP	HOURLY	ANNUAL
1	\$26.25	\$54,600.00
2	\$27.81	\$57,844.80
3	\$29.20	\$60,736.00
4	\$30.45	\$63,336.00
5	\$31.84	\$66,227.20
6	\$32.47	\$67,537.60
7	\$33.11	\$68,868.80
8	\$33.67	\$70,033.60
9	\$34.23	\$71,198.40

EFFECTIVE 06/26/2011  
 PAY RANGE 18N

STEP	HOURLY	ANNUAL
1	\$26.51	\$55,140.80
2	\$28.09	\$58,427.20
3	\$29.49	\$61,339.20
4	\$30.76	\$63,980.80
5	\$32.16	\$66,892.80
6	\$32.80	\$68,224.00
7	\$33.44	\$69,555.20
8	\$34.01	\$70,740.80
9	\$34.57	\$71,905.60

EFFECTIVE 12/27/2009  
 PAY RANGE 18NT

STEP	HOURLY	ANNUAL
1	\$19.59	\$40,747.20
2	\$20.14	\$41,891.20
3	\$20.73	\$43,118.40
4	\$21.54	\$44,803.20
5	\$22.39	\$46,571.20

EFFECTIVE 06/27/2010  
 PAY RANGE 18NT

STEP	HOURLY	ANNUAL
1	\$19.79	\$41,163.20
2	\$20.34	\$42,307.20
3	\$20.93	\$43,534.40
4	\$21.75	\$45,240.00
5	\$22.61	\$47,028.80

EFFECTIVE 12/26/2010  
 PAY RANGE 18NT

STEP	HOURLY	ANNUAL
1	\$20.03	\$41,662.40
2	\$20.59	\$42,827.20
3	\$21.19	\$44,075.20
4	\$22.02	\$45,801.60
5	\$22.89	\$47,611.20

EFFECTIVE 06/26/2011  
 PAY RANGE 18NT

STEP	HOURLY	ANNUAL
1	\$20.24	\$42,099.20
2	\$20.80	\$43,264.00
3	\$21.41	\$44,532.80
4	\$22.24	\$46,259.20
5	\$23.12	\$48,089.60

EFFECTIVE 12/27/2009  
 PAY RANGE 22NT

STEP	HOURLY	ANNUAL
1	\$22.39	\$46,571.20
2	\$23.30	\$48,464.00
3	\$24.06	\$50,044.80
4	\$24.95	\$51,896.00
5	\$25.80	\$53,664.00

EFFECTIVE 06/27/2010  
 PAY RANGE 22NT

STEP	HOURLY	ANNUAL
1	\$22.61	\$47,028.80
2	\$23.53	\$48,942.40
3	\$24.30	\$50,544.00
4	\$25.20	\$52,416.00
5	\$26.06	\$54,204.80

EFFECTIVE 12/26/2010  
 PAY RANGE 22NT

STEP	HOURLY	ANNUAL
1	\$22.89	\$47,611.20
2	\$23.82	\$49,545.60
3	\$24.60	\$51,168.00
4	\$25.51	\$53,060.80
5	\$26.38	\$54,870.40

EFFECTIVE 06/26/2011  
 PAY RANGE 22NT

STEP	HOURLY	ANNUAL
1	\$23.12	\$48,089.60
2	\$24.06	\$50,044.80
3	\$24.85	\$51,688.00
4	\$25.77	\$53,601.60
5	\$26.65	\$55,432.00

**APPENDIX B**  
**Wage Rates 2009 - 2011**  
**(for informational purposes only)**  
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EFFECTIVE 12/27/2009  
 PAY RANGE 24NT

STEP	HOURLY	ANNUAL
1	\$23.85	\$49,608.00
2	\$24.77	\$51,521.60
3	\$25.68	\$53,414.40
4	\$26.59	\$55,307.20
5	\$27.79	\$57,803.20

EFFECTIVE 06/27/2010  
 PAY RANGE 24NT

STEP	HOURLY	ANNUAL
1	\$24.09	\$50,107.20
2	\$25.01	\$52,020.80
3	\$25.93	\$53,934.40
4	\$26.85	\$55,848.00
5	\$28.07	\$58,385.60

EFFECTIVE 12/26/2010  
 PAY RANGE 24NT

STEP	HOURLY	ANNUAL
1	\$24.39	\$50,731.20
2	\$25.33	\$52,686.40
3	\$26.26	\$54,620.80
4	\$27.19	\$56,555.20
5	\$28.42	\$59,113.60

EFFECTIVE 06/26/2011  
 PAY RANGE 24NT

STEP	HOURLY	ANNUAL
1	\$24.64	\$51,251.20
2	\$25.58	\$53,206.40
3	\$26.52	\$55,161.60
4	\$27.46	\$57,116.80
5	\$28.71	\$59,716.80

EFFECTIVE 06/13/2010  
 PAY RANGE 26NT

STEP	HOURLY	ANNUAL
1	\$26.59	\$55,307.20
2	\$27.79	\$57,803.20
3	\$29.04	\$60,403.20
4	\$30.34	\$63,107.20
5	\$31.71	\$65,956.80

EFFECTIVE 06/27/2010  
 PAY RANGE 26NT

STEP	HOURLY	ANNUAL
1	\$26.85	\$55,848.00
2	\$28.07	\$58,385.60
3	\$29.33	\$61,006.40
4	\$30.65	\$63,752.00
5	\$32.03	\$66,622.40

EFFECTIVE 12/26/2010  
 PAY RANGE 26NT

STEP	HOURLY	ANNUAL
1	\$27.19	\$56,555.20
2	\$28.42	\$59,113.60
3	\$29.70	\$61,776.00
4	\$31.03	\$64,542.40
5	\$32.43	\$67,454.40

EFFECTIVE 06/26/2011  
 PAY RANGE 26NT

STEP	HOURLY	ANNUAL
1	\$27.46	\$57,116.80
2	\$28.71	\$59,716.80
3	\$29.99	\$62,379.20
4	\$31.34	\$65,187.20
5	\$32.75	\$68,120.00

EFFECTIVE 12/27/2009  
 PAY RANGE 27N

STEP	HOURLY	ANNUAL
1	\$30.14	\$62,691.20
2	\$31.57	\$65,665.60
3	\$33.00	\$68,640.00
4	\$34.43	\$71,614.40
5	\$35.11	\$73,028.80
6	\$35.73	\$74,318.40

EFFECTIVE 06/27/2010  
 PAY RANGE 27N

STEP	HOURLY	ANNUAL
1	\$30.44	\$63,315.20
2	\$31.88	\$66,310.40
3	\$33.33	\$69,326.40
4	\$34.77	\$72,321.60
5	\$35.46	\$73,756.80
6	\$36.09	\$75,067.20

EFFECTIVE 12/26/2010  
 PAY RANGE 27N

STEP	HOURLY	ANNUAL
1	\$30.82	\$64,105.60
2	\$32.28	\$67,142.40
3	\$33.74	\$70,179.20
4	\$35.20	\$73,216.00
5	\$35.91	\$74,692.80
6	\$36.54	\$76,003.20

EFFECTIVE 06/26/2011  
 PAY RANGE 27N

STEP	HOURLY	ANNUAL
1	\$31.13	\$64,750.40
2	\$32.61	\$67,828.80
3	\$34.08	\$70,886.40
4	\$35.56	\$73,964.80
5	\$36.27	\$75,441.60
6	\$36.91	\$76,772.80

EFFECTIVE 12/27/2009  
 PAY RANGE 32NZ

STEP	HOURLY	ANNUAL
1	\$33.25	\$69,160.00
2	\$34.75	\$72,280.00
3	\$36.28	\$75,462.40
4	\$37.78	\$78,582.40
5	\$39.60	\$82,368.00
6	\$40.40	\$84,032.00
7	\$41.01	\$85,300.80

EFFECTIVE 06/27/2010  
 PAY RANGE 32NZ

STEP	HOURLY	ANNUAL
1	\$33.58	\$69,846.40
2	\$35.10	\$73,008.00
3	\$36.64	\$76,211.20
4	\$38.15	\$79,352.00
5	\$39.99	\$83,179.20
6	\$40.80	\$84,864.00
7	\$41.42	\$86,153.60

EFFECTIVE 12/26/2010  
 PAY RANGE 32NZ

STEP	HOURLY	ANNUAL
1	\$34.00	\$70,720.00
2	\$35.53	\$73,902.40
3	\$37.10	\$77,168.00
4	\$38.63	\$80,350.40
5	\$40.49	\$84,219.20
6	\$41.31	\$85,924.80
7	\$41.93	\$87,214.40

EFFECTIVE 06/26/2011  
 PAY RANGE 32NZ

STEP	HOURLY	ANNUAL
1	\$34.34	\$71,427.20
2	\$35.89	\$74,651.20
3	\$37.47	\$77,937.60
4	\$39.02	\$81,161.60
5	\$40.90	\$85,072.00
6	\$41.73	\$86,798.40
7	\$42.35	\$88,088.00

TITLE	Pay Range	EFFECTIVE 12/27/2009 HOURLY	EFFECTIVE 06/27/2010 HOURLY	EFFECTIVE 12/26/2010 HOURLY	EFFECTIVE 06/26/2011 HOURLY
RN 1 POOL	51N1	\$32.11	\$32.43	\$32.83	\$33.16
RN 1 POOL ADVANCE PRACTICE NURSE	51N1	\$37.75	\$38.12	\$38.60	\$38.99
PRESCRIBER POOL	51N2	\$45.17	\$45.62	\$46.19	\$46.65
OCCUPATONAL THERAPIST POOL	51N3	\$27.78	\$28.06	\$28.41	\$28.70