

**Proposal for successor agreement from the  
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

**to**

**MILWAUKEE COUNTY**

**April 1, 2014**

1. 2.01 DURATION OF AGREEMENT

Three-year agreement, from January 1, 2014 through December 31, 2016.

2. 3.01 WAGES

Pay Period 12, 2014 (May XX, 2014) 1.5% across-the-board base rate of pay increase.

Pay Period 24, 2014 (October XX, 2014) 1.5% across-the-board base rate of pay increase.

Pay Period 10, 2015 (March XX, 2015) 1.5% across-the-board base rate of pay increase.

Pay Period 22, 2015 (September XX, 2015) 1.5% across-the-board base rate of pay increase.

Pay Period 1, 2016 (January XX, 2016) 1.5% across-the-board base rate of pay increase.

Pay Period 13, 2016 (June XX, 2016) 1.5% across-the-board base rate of pay increase.

3. 3.04 STANDBY PAY

Increase amount to be paid to employees placed on standby status to one (1) hour of pay.

4. 3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS

(1) All employees will be covered by the Milwaukee County Health Insurance Plan, as outlined in the annual adopted Milwaukee County Budget and Chapter 17 of the General Ordinances of the County of Milwaukee.

(2) Employees covered by the Milwaukee County Health Insurance Plan shall pay a monthly amount toward the monthly cost of health insurance as described below:

- \$130 per month toward the monthly cost of an Employee Only plan.
- \$150 per month toward the monthly cost of Employee and Child(ren) plan.
- \$210 per month toward the monthly cost of an Employee and Spouse plan.
- \$230 per month toward the monthly cost of Employee and Family plan.

(3) Employees to receive wellness and/or any other credit that may be given to County employees towards health insurance.

(4) The county shall establish and administer flexible spending accounts (FSAs) for those employees who desire to pre-fund their health insurance costs as governed by IRS regulations. The county retains the right to select a third party administrator.

a. The county shall make an annual contribution to the FSA account of each active and enrolled eligible employee. The contribution shall be based upon plan enrollment and will be funded as follows per calendar year:

- \$600 for an Employee Only plan.
- \$1,440 for an Employee and Child(ren) plan.
- \$1,200 for an Employee and Spouse plan.
- \$1,800 for an Employee and Family plan.

b. The contributions shall be subject to and in accordance with IRS regulations.

5. 3.15 PERSONAL HOURS – HOLIDAYS

(1) All regular full time employees shall receive twenty-four (24) hours leave per year known as “personal hours” in addition to earned leave by reason of vacation, accrued holidays, and compensatory time.

(2) Regular full time employees shall accrue personal hours during their first fractional calendar year of employment as follows:

<u>Date of Hire</u>	<u>Hours Accrued in Initial Fractional Calendar Year</u>
On or before April 30	24 Hours
May 1 to August 31	16 Hours
September 1 and thereafter	8 Hours

Such hours may be taken at any time during the calendar year in which they are accrued. Supervisory personnel shall make every reasonable effort to allow employees to make use of personal hours as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay. Employees who have not scheduled their

personal hours by ~~November~~ December 1st will result in those hours being scheduled at the discretion of management.

6. 3.18 BEREAVEMENT

Amend CBA provisions to mirror MCGO § 17.18.

7. 3.21 RETIREMENT SERVICES

Add to 3.21(8) such that Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy Sheriff Sergeants are also eligible to retire without penalty after twenty-five (25) years of creditable pension service at any age.

8. 3.38 DAY OF REST AND BACK-TO-BACK PAY

Every employee shall receive at least 24 consecutive hours of rest in every seven (7) consecutive day period and shall not permit any such person to work for such employer during such 24 consecutive hour period, except in case of extreme emergency.

Every employee shall receive at least ten (10) hours free from work between shifts.

9. 4.07 COPIES OF MEMOS AND ORDERS

The Sheriff will provide MDSA with a copy of all Departmental memos and orders issued on or after January 1, 2002, affecting wages, hours and conditions of employment. Insofar as is administratively practicable, any such memos and orders will be available for pickup by the MDSA at the Sheriff's Department Internal Affairs Office immediately following their issue; any such memos and orders not picked up will be mailed to the MDSA on the Friday following their issue.

In addition to the memos and orders provided to the Association under subsection 1, above, the Association shall be provided copies of the Rules and Regulations and copies of Job Descriptions and Position Responsibilities for job classifications listed in Section 1.01, Recognition. Current copies of the items listed in this subsection will be provided to the Association. As they occur, updatings of these items shall be made available to the Association under the same terms and conditions set forth, above.

10. PART 7 – DISCIPLINE CLAUSE

7.01 The Employer shall have the right to discipline/discharge employees only for just cause. Discipline steps normally provided will be:

Written Warnings

Unpaid suspension

Discharge

7.02 The Sheriff shall, when appropriate, use progressive discipline. Progressive discipline involves applying disciplinary actions which may progress from less serious to more serious actions based upon the initial severity, an employee's overall work history, and the repeated nature or pattern of misconduct or unsatisfactory performance. Progressive discipline may range from corrective counseling to discharge from employment. The number of steps may vary and steps may be repeated or skipped. The specific disciplinary actions taken and the order in which disciplinary actions are taken depend on the nature and severity of the performance deficiency or behavior and the employee's work history. Discharge should not be an initial disciplinary action except in severe cases of unsatisfactory performance or behavior.

7.03 Each employee shall have the right to appeal any proposed discipline under Wis. Stat. § 59.26(8)(b) to the Milwaukee County Personnel Review Board ("PRB") or to arbitration at the Wisconsin Employment Relations Commission ("WERC"). Such referral to the WERC shall be made within 10 working days from the effective date of such suspension, otherwise the matter will be heard before the PRB. In proceedings before the WERC, the provisions of s. 5.02(2)(c) shall apply.

11. All other terms status quo.