

**2019-2020
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND THE
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

**MILWAUKEE COUNTY
DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS
COURTHOUSE, ROOM 210
901 NORTH 9TH STREET
MILWAUKEE, WI 53233
414-278-4852**

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2019-2020
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS’ ASSOCIATION

PART 1

1.01 RECOGNITION

The County of Milwaukee agrees to recognize and herewith does recognize the Milwaukee Deputy Sheriffs’ Association as the exclusive collective bargaining agent of all Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy Sheriff Sergeants in the employ of the County of Milwaukee in respect to wages, hours and conditions of employment.

Wherever the term “employee” is used in this Agreement, it shall mean and include only those employees of the County of Milwaukee within the certified bargaining unit represented by the Association.

1.02 MANAGEMENT RIGHTS

The County of Milwaukee retains and reserves the sole right to manage its affairs in accordance with all applicable laws, ordinances, regulations and executive orders. Included in this responsibility, but not limited thereto, is:

- The right to determine the number, structure and location of departments and divisions; the kinds and number of services to be performed;
- The right to determine the number of positions and the classifications thereof to perform such service;
- The right to direct the work force;
- The right to establish qualifications for hire, to test and to hire, promote and retain employees;
- The right to assign employees, subject to existing practices and the terms of this Agreement;

- 1 • The right, subject to civil service procedures and §. 63.01 to 63.17, Stats., and the
2 terms of this Agreement related thereto, to suspend, discharge, demote or take other
3 disciplinary action;
- 4 • The right to maintain efficiency of operations by determining the method, the means
5 and the personnel by which such operations are conducted and to take whatever
6 actions are reasonable and necessary to carry out the duties of the various
7 departments and divisions.

8

9 In addition to the foregoing, the County reserves the right to make reasonable rules and
10 regulations relating to personnel policy, procedures and practices and matters relating to working
11 conditions giving due regard to the obligations imposed by this Agreement. However, the
12 County reserves total discretion with respect to the function or mission of the various
13 departments and divisions, the budget, organization, or the technology of performing the work.
14 These rights shall not be abridged or modified except as specifically provided for by the terms of
15 this Agreement, nor shall they be exercised for the purpose of frustrating or modifying the terms
16 of this Agreement. But these rights shall not be used for the purpose of discriminating against
17 any employee or for the purpose of discrediting or weakening the Association.

18

19 By the inclusion of the foregoing managements rights clause, the Milwaukee Deputy Sheriffs’
20 Association does not waive any rights set forth in §. 111.70, Stats. created by Chapter 124, Laws
21 of 1971, relating to bargaining the impact upon wages, hours or other conditions of employment
22 of employees affected by the elimination of jobs within the Sheriff’s Department by reason of
23 the exercise of the powers herein reserved to management.

24

25 **1.03 RANDOM DRUG TESTING**

26 Milwaukee County may implement random and pre-promotional drug testing of members of the
27 bargaining unit. The County shall meet with the Union to review and discuss the drug testing
28 procedures to be implemented. In the event the Law Enforcement Standards Board adopts
29 procedures for random and/or pre-promotional drug testing, the County procedures shall conform
30 to such requirements.

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PART 2

2.01 DURATION OF AGREEMENT

This Agreement is to take effect on January 1, 2019. Unless otherwise modified or extended by mutual agreement of the parties, this Agreement shall expire on December 31, 2020.

PART 3

3.01 WAGES

Effective Pay Period 5 2019, the wages of bargaining unit employees shall be increased by three percent (3.0%).

Effective Pay Period 1 2020, the wages of bargaining unit employees shall be increased by three percent (3.0%).

Effective Pay Period 1 2021, Steps one (1) and two (2) will be eliminated from employee salary schedule.

3.02 OVERTIME

- (1) All time credited in excess of eight (8) hours per day or forty (40) hours per week shall be paid in cash at the rate of one and one-half (1½) times the base rate, except that employees assigned to continuous jury sequestration shall be paid sixteen (16) hours at their base rate and eight (8) hours at the rate of one and one-half (1½) times the base rate for each 24-hour period of uninterrupted duty, and except that first shift hours worked in excess of forty (40) per week shall be paid at the rate of one and one-half (1½) times the base rate.
- (2) Overtime needs and required staffing levels shall be determined by the Sheriff.
- (3) All scheduled overtime shall be assigned within classification as follows:
 - (a) Employees shall volunteer for overtime and their names shall be placed on a list in seniority order within each work unit.

- 1 (b) When necessary to schedule overtime the assignment shall be rotated by
2 seniority among all volunteers on the list within the work unit where the
3 overtime is being scheduled.
- 4 (c) In the event an employee refuses to accept an overtime assignment or
5 there are insufficient volunteers for the work unit where overtime is
6 required, the least senior employee in the classification in the work unit
7 shall be required to work the overtime assignment.
- 8 (d) Employees will not be scheduled for overtime when they are liquidating
9 accrued time off or during an approved leave of absence or disciplinary
10 suspension.
- 11 (e) For an event identified by the Sheriff as a Special Event, the above
12 procedure shall be utilized on a departmental basis. In the event there are
13 insufficient volunteers for a Special Event overtime assignment the Sheriff
14 shall rotate in the inverse order of seniority among all employees in the
15 department in the classification.
- 16 (f) Employees shall not be permitted to volunteer to work during a period of
17 scheduled vacation, personal time, holiday time or compensatory time
18 unless approved to work by the Sheriff. However, for Special Events as
19 defined in (e) above, employees shall have the opportunity to work
20 overtime hours in accord with the above procedures when they are on
21 vacation, on their normal off-days, or are using holiday or personal days
22 only under the condition that the Sheriff's Department is under contract to
23 be reimbursed for the non-tax levy overtime expense incurred for the
24 Special Event.
- 25 (4) Employees shall have the option of accumulating two hundred forty (240) hours
26 of compensatory time, exclusive of holidays, in lieu of cash, within twenty six
27 (26) pay periods, provided that such compensatory time may be liquidated only
28 with the consent of the department head and if the County determines staffing is
29 adequate and if no overtime assignment will result employees will be allowed to
30 liquidate their accrued compensatory time. If, because of the needs of the

1 department, such compensatory time is not liquidated within the time limited, the
2 unliquidated balance shall be compensated in cash.

- 3 (5) Any mandatory overtime in excess of thirty-two (32) additional hours worked in a
4 pay period will require the advanced approval of the Sheriff or his designee.
5

6 **3.03 CALL IN PAY**

7 Any employee called in to work outside of regular shift hours or responding to subpoenas shall
8 receive a minimum of three (3) consecutive hours of pay at overtime rates. Multiple call-ins
9 shall not result in the payment of the minimum for each call when more than one response is
10 within the three (3) hours until the actual hours worked exceed three (3) hours.
11

12 **3.04 STANDBY PAY**

13 Employees placed on standby status shall be paid ten dollars (\$10.00) per day. For purposes of
14 this section, a “day” shall mean a period of twenty-four (24) hours measured from the
15 employee’s normal starting time. On scheduled days off, normal starting time shall be used to
16 measure the day.
17

18 **3.05 RETIREE HEALTH TRUST**

- 19 (1) The County and the Association agree to create a 501(c)(9) Trust account which
20 shall be called the Milwaukee County Deputy Sheriff’s Retiree Health Trust,
21 hereinafter referred to as the “Trust”. The Trust shall be funded by the County as
22 prescribed in Section 3.05(2) and shall be administered by the Trustee(s) of the
23 Association. The guidelines for administering the Trust shall be as set forth in
24 the Milwaukee County Deputy Sheriff’s Retiree Health Trust and Plan
25 documents which are incorporated herein as if fully set forth, the collective
26 bargaining agreement and the Association By-Laws. The County shall be held
27 harmless by the Trust for any claims or judgments made against the County by
28 any active employee, terminated employee, or retiree for the actions or inactions
29 of the Trustee(s) or for how the trust is administered.

- 30 (2) Retiree Insurance Benefit

31 (a) The Employer shall allow retired employees and/or the employees spouse

1 to participate in the County's health insurance plans for retirees until the
2 earliest of the following:

- 3 1. The retiree's death provided, however, the spouse and dependents,
4 if any, may continue to participate in the County's health insurance
5 plans.
- 6 2. The retiree obtains other employment and obtains health insurance
7 from the new employer.

8 (b) It is understood by the parties that the elimination as of December 31,
9 2005 of the longevity provisions contained in Section 3.05 of the 2004
10 Memorandum of Agreement was agreed to in return for the Employer's
11 agreement to fund the Trust, effective January 1, 2006 as set forth in
12 Section 3.05(2) paragraph (d).

13 (c) An active member of the bargaining unit who accepts a position within the
14 Sheriff's Department but is no longer a member of the bargaining unit,
15 may continue to be eligible to receive benefits under this section when
16 such employee receives a retirement benefit from the Milwaukee County
17 Retirement System, hereinafter referred to as the "Retirement System",
18 provided such employee meets the other eligibility requirements for such
19 payment, and provided that the employee contributes an amount to the
20 fund on January 1st of each year after accepting such position equal to the
21 amount that would be contributed to the fund on his/her behalf if they
22 stayed in the bargaining unit.

23 Employees who accept a position with the Sheriff's Department but
24 outside the bargaining unit who do not wish to continue their contributions
25 to the fund, shall forfeit and waive the benefits provided for by the Trust
26 and shall forfeit and waive any claim to any longevity and/or formula
27 payment referred to in Section 3.05 (2).

28 (d) Following the thirteenth pay period and based on the number of active
29 employees in the thirteenth pay period, the County shall submit to the
30 Trust in one check an amount of money which equals the sum of
31 subparagraphs one through four below for all active employees:

- 1 1) All active employees with six (6) but less than ten (10) years' of
2 service in the Sheriff's Department shall generate seventy-five
3 dollars (\$75.00) towards the total amount of money owed by the
4 County to the Trust following the thirteenth pay period.
- 5 2) All active employees with ten (10) but less than fifteen (15) years'
6 of service in the Sheriff's Department shall generate one hundred
7 thirty eight dollars (\$138.00) towards the total amount of money
8 owed by the County to the Trust following the thirteenth pay
9 period.
- 10 3) All active employees with fifteen (15) but less than twenty (20)
11 years' of service in the Sheriff's Department shall generate one
12 hundred sixty eight dollars (\$168.00) towards the total amount of
13 money owed by the County to the Trust following the thirteenth
14 pay period.
- 15 4) All active employees with twenty (20) or more years' of service in
16 the Sheriff's Department shall generate one hundred ninety eight
17 dollars (\$198.00) towards the total amount of money owed by the
18 County to the Trust following the thirteenth pay period. Following
19 the twenty sixth pay period and based on the number of active
20 employees in the twenty sixth pay period, the County shall submit
21 to the Trust in one check an amount of money which equals the
22 sum of subparagraphs five through eight below for all active
23 employees:
- 24 5) All active employees with six (6) but less than ten (10) years' of
25 service in the Sheriff's Department shall generate seventy-five
26 dollars (\$75.00) towards the total amount of money owed by the
27 County to the Trust following the twenty sixth pay period.
- 28 6) All active employees with ten (10) but less than fifteen (15) years'
29 of service in the Sheriff's Department shall generate one hundred
30 thirty eight dollars (\$138.00) towards the total amount of money

1 owed by the County to the Trust following the twenty sixth pay
2 period.

3 7) All active employees with fifteen (15) but less than twenty (20)
4 years' of service in the Sheriff's Department shall generate one
5 hundred sixty eight dollars (\$168.00) towards the total amount of
6 money owed by the County to the Trust following the twenty sixth
7 pay period.

8 8) All active employees with twenty (20) or more years' of service in
9 the Sheriff's Department shall generate one hundred ninety eight
10 dollars (\$198.00) towards the total amount of money owed by the
11 County to the Trust following the twenty sixth pay period. Under
12 no circumstances will the County be required to contribute any
13 additional monies to the Trust unless mutually agreed to by the
14 parties in future negotiations.

15 (e) Employees participating in the Trust hired prior to July 1, 1995 shall have
16 their health insurance premiums paid pursuant to Section 3.11(6).

17 (f) Each year in January the County shall be provided a printout from the
18 Association identifying the total amount of money available in the fund as
19 of December 31st of the previous year along with a list of all receipts and
20 disbursements for the previous year, and the projected payments from the
21 fund to prospective retirees. This report will also include the amount to be
22 paid to any retiree who retires in the current calendar year as determined
23 by the Association Trustee(s).

24 (g) The administration of the Trust, which includes all decisions made by the
25 Trustee(s), are not subject to the grievance procedures of the
26 Memorandum of Agreement.

27
28 **3.06 UNIFORM ALLOWANCE**

29 (1) Uniform allowance shall be paid to all employees in the bargaining unit as
30 follows:

- 1 (a) Uniformed employees shall be furnished with a full uniform at time of hire
2 or as soon thereafter as practicable. The uniformed items furnished shall
3 be in accordance with the regulations of the Sheriff's Department setting
4 forth prescribed minimum equipment for each employee. Any employee
5 whose employment is terminated within two (2) years from the date of
6 hire shall return all uniform items furnished by the County to the Sheriff's
7 Department within seven (7) days of termination.
- 8 (b) The annual allowance for all employees shall be four hundred twenty five
9 dollars (\$425.00).

10
11 **3.07 EDUCATIONAL BONUS**

- 12 (1) The County will make the following annual payments for the completion of
13 course work described in pars. (4)(a) and (4)(b) herein for all employees in the
14 bargaining unit:

15 \$125.00 per year for 16 credits
16 \$175.00 per year for 28 credits
17 \$225.00 per year for 40 credits
18 \$275.00 per year for 52 credits
19 \$325.00 per year for 64 credits
20 \$500.00 for Associate Degree or 75 credits
21 \$750.00 for Bachelors Degree

22 These payments shall be made on an annual basis as soon as possible after
23 December 31 of the current year. No payments will be made to employees for
24 any year in which they do not remain in the employ of the Sheriff's Department
25 for the full calendar year.

26
27 Employees who attain the required educational credits during the calendar year
28 shall be paid a prorated amount from the first pay period after the educational
29 courses are completed and reported to the County by December 31 of that year.
30

1 The above stated salary payments shall be over and above the base salary of the
2 positions eligible for these payments.

3 (2) No employee will be eligible for these salary payments unless he has a minimum
4 of 5 years' service as a Deputy Sheriff I, Deputy Sheriff I (Bilingual)(Spanish),
5 or Deputy Sheriff Sergeant with Milwaukee County.

6 (3) These payments shall not be used in the calculation of overtime premium pay or
7 in the calculation of pension benefits.

8 (4) Courses approved for which payment will be made under these provisions will be
9 as follows:

10 (a) The courses of study taken at any educational institution by the North
11 Central Accrediting Association which lead to a degree in Criminal
12 Justice, Law Enforcement or Applied Science in Police Science
13 Technology.

14 (b) Individual courses taken at other colleges and universities that are
15 acceptable for transfer by Marquette University, the Milwaukee Area
16 Technical College or the University of Wisconsin-Milwaukee to meet
17 requirements for an Associate or Baccalaureate Degree in Law
18 Enforcement or Police Science Technology shall be acceptable.

19

20 **3.08 HAZARDOUS DUTY ALLOWANCE**

21 In recognition of the fact that employees are required to exercise the authority of their office
22 whether on or off duty, and the fact that in exercising such authority employees may be required
23 to carry an authorized weapon whether on or off duty, each employee shall receive in addition to
24 salary, by separate check, the sum of seven hundred fifty dollars (\$750.00) payable in a lump
25 sum the first payroll period in December. Deputies who are not employed for the entire year
26 shall be paid on a prorated basis for the duration of their employment during the year.

27

28 **3.085 EXPOSURE TO INFECTIOUS DISEASES**

29 If an employee is exposed to bodily fluids of another person while on duty, the County shall pay
30 for medically required tests and treatment for the HIV virus, hepatitis, and other infectious
31 diseases.

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3.09 TEMPORARY ASSIGNMENTS

(1) Employees may be assigned to perform duties of a higher classification for which they are qualified. When so assigned, the employee shall be paid as though promoted to the higher classification for all hours credited while in such assignment. Employees on an established eligible list for the higher classification under the same appointing authority shall be given the temporary assignment before such assignment is given to any other employees provided that:

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

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

(c) Such employee performs the normal duties and assumes the responsibilities of the incumbent of that position during that period.

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

(3) The MDSA acknowledges that the Sheriff or his designee has the authority to determine which employees are designated as canine handlers as well as their shift assignments, within the parameters of Section 3.25 through 3.28. Care and custody of canines include, but is not limited to, training, administering drugs or medicine for illness, bathing, brushing, exercising, providing water, feeding, grooming, cleaning of the canine's kennel and transport vehicle, cleaning up the canine's waste, transporting the canine to and from work, and other similar, regular activities performed by the employees for the assigned canines, at their homes, away from the worksite, on workdays and off days. The parties agree that the compensation for employees who have custody of and care for canines shall be as follows:

- 1 (a) Employees shall be scheduled to work seven (7) hour shifts at the worksite
2 and shall be paid one (1) hour of straight time pay, designated as canine
3 time at their regular hourly rate in effect, resulting in being paid for eight
4 (8) hours but only working seven (7) hours at the worksite.
- 5 (b) Employees shall receive one (1) hour of straight time pay on their off
6 days, resulting in being paid for a total of seven (7) hours of canine time
7 each work week.
- 8 (c) When employees are using sick, holiday, vacation, personal, and/or
9 compensatory time off, said time-banks will be depleted by seven (7)
10 hours.
- 11 (d) When employees are required to work overtime at the worksite, the
12 employees shall receive overtime pay after working seven (7) hours.
- 13 (e) Employees shall receive reimbursement for all mileage driven in their
14 personal vehicle for travel to and from work with their canines, at the IRS
15 mileage rate in effect at the time. The mileage reimbursement shall occur
16 monthly.

17
18 **3.10 TRAVEL EXPENSES**

19 Employees required to travel outside Milwaukee County in the performance of duty shall be
20 reimbursed for expenses incurred in accordance with the provisions of §56.05 C.G.O.
21 On the first and last day of any travel authorized for members of the bargaining unit, the
22 employee(s) shall present receipts reflecting the actual expenses, not exceeding the per diem rate.

23
24 **3.11 EMPLOYEE HEALTH, DENTAL AND VISION BENEFITS**

- 25 (1) All employees will be covered by the Milwaukee County Health Insurance Plan.
- 26 (2) Employees covered by the Milwaukee County Health Insurance Plan shall pay
27 month amount toward the monthly cost of health insurance as described below:
 - 28 (a) Freeze employee contribution at the 2014 level for 2015, 2016 and 2017.
 - 29 (b) Employees shall pay one hundred forty dollars (\$140.00) per month toward
30 the monthly cost of an Employee Only plan effective January 1, 2018.

- 1 (c) Employees shall pay one hundred sixty-six dollars (\$166.00) per month
2 toward the monthly cost of an Employee + Child/Children plan effective
3 January 1, 2018
- 4 (d) Employees shall pay two hundred thirty-three dollars and fifty cents
5 (\$233.50) per month toward the monthly cost of an Employee +
6 Spouse/Partner plan effective January 1, 2018
- 7 (e) Employees shall pay two hundred sixty dollars (\$260.00) per month toward
8 the monthly cost of an Employee + Family plan effective January 1, 2018
- 9 (3) Employees are also eligible to participate in any offered Milwaukee County
10 Wellness Plan under the same terms as non-represented employees.
- 11 (4) The County shall provide dental coverage. All eligible bargaining unit employees
12 enrolled in the Milwaukee County Dental Plan shall pay as described below:
 - 13 (a) Freeze employee contributions for 2015, 2016 and 2017.
 - 14 (b) Employees shall pay twelve dollars (\$12.00) per month toward the monthly
15 cost of an Employee Only plan effective January 1, 2018.
 - 16 (c) Employees shall pay twenty dollars (\$20.00) per month toward the monthly
17 cost of an Employee + Child/Children plan effective January 1, 2018.
 - 18 (d) Employees shall pay twenty dollars (\$20.00) per month toward the monthly
19 cost of an Employee + Spouse/Partner plan effective January 1, 2018.
 - 20 (e) Employees shall pay twenty dollars (\$20.00) per month toward the monthly
21 cost of an Employee + Family plan effective January 1, 2018.

22 Employees may opt not to enroll in the Dental Benefit Plan.

23 Employees shall be entitled to vision insurance upon ratification of the contract.

24 **3.12 LIFE INSURANCE**

- 25 (1) The County shall pay the full premium of employees' life insurance coverage
26 based upon earnings to and including the first \$20,000 thereof. The premium
27 shall be shared by the County and the employee for basic coverage above the first
28 \$20,000 pursuant to the formula contained in Chapter 62.
- 29 (2) The County shall pay life insurance premiums for all retired employees except
30 deferred retirees. This provision shall have no effect on present policy benefits.

1 (3) In the event an employee has exhausted accumulated sick leave and is placed on
2 leave-of-absence-without-pay status on account of illness, the County shall
3 continue to pay the full cost of life insurance coverage for such employee during
4 such leave for a period not to exceed one year. The one-year period of limitation
5 shall begin to run on the first day of the month following that during which the
6 leave of absence begins.

7 (4) Employees will be eligible to participate in an Optional Life Insurance Program
8 provided in Section 62.08 of the General Ordinances of Milwaukee County,
9 beginning with the 1986 annual open enrollment period.

10

11 **3.13 DEFERRED COMPENSATION**

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

15

16 **3.14 VACATION**

17 (1) Employees shall receive annual leave with pay to serve as vacation in accordance
18 with the following schedule, based upon years of continuous service.

19 After 1 year 80 hours

20 After 5 years 120 hours

21 After 10 years 160 hours

22 After 15 years 200 hours

23 After 20 years 240 hours

24 (2) Employees entitled to one hundred twenty (120) hours vacation or more shall be
25 permitted to split one such week into not more than two (2) parts, one part being
26 twenty four (24) hours, and the other being sixteen (16) hours, provided that the
27 selection of such split week shall be made in accordance with existing
28 departmental policies with respect to vacation selection on the basis of seniority,
29 as defined in par.(4). Such split week vacation shall be selected by the employee
30 who elects to do so at the same time that all other annual vacation periods are
31 selected and scheduled. In accordance with the provisions of s. 17.17(1), C.G.O.,

1 the Sheriff may deny an employee's request to split a week of vacation when, in
2 his judgment, such split vacation would impair the efficiency of the department or
3 division.

4 (a) Any employee may use accumulated compensatory time to extend a
5 vacation by one day at the front and one day at the back end of such
6 vacation.

7 (3) The department shall establish a vacation selection procedure, which will enable
8 all Deputies to be informed of their approved vacation request by March 1 of each
9 year. Assignment to another division within the Sheriff's Department shall not
10 invalidate approved vacation requests.

11 (4) Vacation picks will be made within classification in division and within current
12 shift assignment on the basis of the date of hire within the bargaining unit.

13 For purposes of this section, shift shall mean:

14 First shift - Beginning at or after 6 a.m.

15 Second shift – Beginning at or after 2 p.m.

16 Third shift - Beginning at or after 10 p.m.

17 (5) During the first year of employment, or in a return to service, an employee will be
18 granted a proportional share of their hours of vacation entitlement based on the
19 number of full calendar months remaining in the calendar year in which the
20 employee was first hired or in which the employee was rehired, divided by twelve
21 (12) and rounded up to the nearest whole hour, and shall be granted their full
22 vacation entitlement on January 1 of the calendar year after being hired or rehired
23 by the county.

24
25 For purposes of this section, the term "bureau/division" shall mean those work
26 units between which selections have been customarily approved as of January 1,
27 1984.
28

1 **3.15 PERSONAL HOURS – HOLIDAYS**

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

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

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

12
13 Such hours may be taken at any time during the calendar year in which they are
14 accrued. Supervisory personnel shall make every reasonable effort to allow
15 employees to make use of personal hours as the employee sees fit, it being
16 understood that the purpose of such leave is to permit the employee to be absent
17 from duty for reasons which are not justification for absence under other existing
18 rules relating to leave with pay. Employees who have not scheduled their
19 personal hours by November 1st will result in those hours being scheduled at the
20 discretion of management.

21 (3) The following days of each year are holidays: January 1; the third Monday in
22 January; the third Monday in February; the last Monday in May; May 31; June
23 19; July 4; November 11; the fourth Thursday in November; the fourth Friday in
24 November, December 25; Labor Day; and the day of holding the general election
25 in November in even-numbered years.

26 (4) Departmental holidays will be celebrated on the holiday. The present system of
27 accruing and exhausting holidays shall remain in effect. A holiday falling on a
28 Saturday shall be observed on the preceding scheduled workday and a holiday
29 falling on a Sunday shall be observed on the following scheduled workday. The
30 appointing authority shall have the right to require a sufficient number of
31 employees in each required classification to work on such holidays. Employees

1 so assigned shall accrue an equivalent amount of compensatory time for
2 liquidation during the following thirteen (13) pay periods.

3
4 **3.16 SICK LEAVE**

5 (1) Employees shall earn a leave of absence with pay because of illness or other
6 special causes at the following rates, subject to the provisions of s.17.18, C.G.O.,
7 and based upon years of continuous service:

8 (a) 3.7 hours per pay period.

9 (2) In addition to other causes set forth in s.17.18 (4), C.G.O., sick leave may be
10 taken for the purpose of enabling employees to receive non-emergency medical
11 attention during duty hours. Such leave may be allowed for scheduled
12 appointments for any type of medical or dental care.

13
14 This modification in the use of sick leave recognizes the current difficulty
15 encountered in attempting to schedule non-emergency medical treatment during
16 an employee's off duty hours. Because of the nature of the treatment or
17 examination for which sick leave is allowed for these purposes, such absences are
18 predictable. In order to be excused from duty for the type of medical treatment or
19 examination contemplated herein, the practitioner treating the employee shall
20 provide the employee with written notice setting forth the date and time of the
21 employee's appointment, which notice shall be filed with the employee's
22 supervisor.

23
24 Excused time charged against sick leave for these purposes shall be limited to 3
25 hours per incident, including travel between the employee's work site and the
26 place of his appointment.

27 (3) Notwithstanding any provision in this section to the contrary, an employee hired
28 on or after the ratification of the 2013 agreement shall not accrue more than nine
29 hundred sixty (960) hours of leave under this section. Such new employee whose
30 accrual balance under this section reaches nine hundred sixty (960) hours shall
31 have further accrual of leave suspended until such time that the employee's total

1 accrual is less than nine hundred sixty (960) hours, due to the use of such leave
2 under this section.

3 (4) Sick Leave/Absenteeism. The following actions will be taken with any employee
4 who is absent within a one-year time frame (year is defined as a calendar year –
5 January through December):

- 6 • First through third absence: Absences recorded by a supervisor.
- 7 • Fourth absence: Noted on Employee Activity Documentation record.
- 8 • Fifth and subsequent absence: Refer documentation to Office of
9 Professional Standards for appropriate disposition. Based on the
10 disposition, appropriate disciplinary action, if necessary, will be
11 decided by the Sheriff and may require a doctor’s excuse.

12
13 Time approved under the Family and Medical Leave law or any excused absence
14 will not be considered for disciplinary purposes, nor will time off be taken into
15 account for job evaluation purposes or salary increment decisions.

16
17 Employees shall be allowed to use three hours of excused time for scheduled
18 doctor or dental appointments for members of the employee’s immediate family
19 as defined by Wis. Stats 103.10. Employees are to notify supervisor in advance
20 of the date of the appointment. Appointments, when possible, are to be scheduled
21 at the beginning or near the end of an employee’s shift, so as to minimize
22 disruption during the workday. A copy of the appointment notice is to be
23 attached to the employee’s time sheet.

24
25 **3.17 INJURY PAY**

26 (1) When employees covered by this Agreement sustain injuries within the scope of
27 their employment for which they are entitled to receive worker’s compensation
28 temporary disability benefits as provided by Chapter 102 of the Wisconsin
29 Statutes (Worker’s Compensation Act), they may receive eighty percent (80%) of
30 their base salary as “injury pay” instead of such worker’s compensation benefits
31 for the period of time they may be temporarily totally or temporarily partially

1 disabled because of such injuries. Such injury pay shall not be granted for more
2 than three hundred sixty five (365) calendar days for any one compensable injury
3 or recurrence thereof. The eighty percent (80%) provision shall cover employees
4 receiving injury pay benefits regardless of the date on which the compensable
5 injury or recurrence thereof occurred.

6 (2) In providing injury pay in an amount equal to eighty percent (80%) of the
7 employee's base salary, the employee agrees to allow the County to make a
8 payroll adjustment to his/her biweekly paycheck deducting an amount equal to
9 twenty percent (20%) of his/her base salary for that portion of the pay period
10 he/she received injury pay and make no subsequent claim for said amount
11 whatsoever. Such deduction shall be administered so as not to reduce employee
12 pension benefits. For purposes of interpretation of the provisions of this Article,
13 the term base salary as used herein shall mean the employee's base salary pay rate
14 in effect during the pay period he/she is claiming injury pay as that base salary
15 rate is established in the BASE SALARY Article of this Agreement.

16 (3) If the Internal Revenue Service (IRS) determines that the injury pay benefits
17 provided hereunder are taxable as wages, then beginning with the effective date of
18 such determination, the County will no longer require the twenty percent (20%)
19 employee deduction from injury pay benefits provided for in subsections 1. and 2.
20 of this Article, above.

21
22 **3.18 BEREAVEMENT LEAVE**

23 (1) In accordance with the existing formula, which establishes the number of
24 bereavement days to which an employee is entitled, the following policies will be
25 formalized:

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

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

29 (c) Where travel time is allowed, one travel day must precede the funeral and
30 one travel day must follow the funeral day.

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

- (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time may be allowed as follows:
 - Up to 75 miles. None
 - Between 75 to 150 miles. ... 1 Day
 - Over 150 miles 2 Days

3.19 EARNED RETIREMENT

- (1) Effective upon the implementation date of the 2013 agreement payment of accrued paid leave hours (vacation, compensatory time, personal days and holiday accrued time) will be made in a lump sum at the time of retirement. Such retirement payments shall be calculated at the rate of pay in effect for such employee on the last day of work

3.20 CONTRIBUTION TO RETIREMENT SYSTEM

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

- 1 (c) Regular appointment, seasonal
- 2 (d) Temporary appointment, seasonal
- 3 (e) Emergency appointment, seasonal

4 (2) Mandatory employee contributions.

5 (a) Each employee of the Employees' Retirement System, shall contribute to
6 the retirement system a percentage of the "Member's Compensation"
7 according to (b). "Member Compensation" shall include all salaries and
8 wages of the member, except for the following: overtime earned and paid;
9 any expiring time paid such as overtime, and holiday; and injury time
10 paid; and any supplemental time paid such as vacation or earned
11 retirement.

12 (b) Contribution percentage: The percentage shall be as follows: Effective
13 the first day of the first pay period following ratification of the successor
14 agreement by the parties, one-half (1/2) of the Annual Required
15 Contribution (ARC) to the Employees' Retirement System as calculated
16 by the Retirement System actuary.

17 (3) There shall be one (1) member of the Milwaukee Deputy Sheriffs' Association
18 who shall serve as an employee member of the Milwaukee County Employees
19 Retirement System Board in accordance with Chapter 201, Section 8.2 of the
20 MCGO.

21
22 **3.21 RETIREMENT BENEFITS**

23 (1) The retirement allowance for all employees retiring on and after January 1, 1976,
24 except as noted in (2) and (3) below, shall be computed at the rate of two and one
25 half percent (2.5%) for each year of service multiplied by the final average salary
26 of such employee as defined in Ch. 201, C.G.O., and in accordance with all of the
27 rules and regulations set forth therein.

28 (2) Subject to paragraph (3) below, for employees hired on and after January 1, 1982,
29 the provisions of Ch. 201, C.G.O., Employee Retirement System, shall be
30 modified as follows:

- 1 (a) Any employee whose last period of continuous membership began on or
2 after January 1, 1982, shall not be eligible for a deferred vested pension if
3 his employment is terminated prior to his completion of ten (10) years of
4 service.
- 5 (b) Final average salary means the average annual earnable compensation for
6 the five consecutive years of service during which the employee's
7 earnable compensation was the highest or, if he should have less than five
8 years of service, then his average annual earnable compensation during
9 such period of service.
- 10 (3) Notwithstanding any other provision of this agreement, active employees on
11 January 1, 2012, and employees hired on and after January 1, 2012, shall be
12 eligible for a deferred vested pension if the employee's employment is terminated,
13 other than for fault or delinquency on the employee's part, on or after the
14 employee's completion of five (5) years of service.
- 15 (4) For employees hired on and after July 1, 1995, the provisions of Ch. 201, C.G.O.
16 Employees' Retirement System, shall be modified as follows: An employee who
17 meets the requirements for a normal pension shall receive an amount equal to two
18 percent (2%) of his final average salary multiplied by the number of years of
19 service.
- 20 (5) Employees who are granted an accidental disability pension as that term is
21 defined in Section 201.24(5.3) of the County General Ordinances will have their
22 health insurance paid by Milwaukee County regardless of length of service,
23 except Milwaukee County shall pay the full cost of the basic health plan or the
24 full premium of an HMO whichever is the least expensive for employees with less
25 than fifteen (15) years of service.
- 26 (6) For employees hired after November 12, 1987, overtime shall not be included in
27 the computation of Final Average Salary.
- 28 (7) Employees retiring on and after July 31, 1989 shall be entitled to pension service
29 credit for military service under Section 201.24 II (10) of the Employees'
30 Retirement System as amended by the County Board of Supervisors through File
31 No. 85-583(a), notwithstanding the effective date indicated in the amendment.

- 1 (8) Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy Sheriff
2 Sergeant shall be eligible to retire without penalty: at age fifty seven (57)
3 regardless of their number of years of service, or at age fifty five (55) with at least
4 fifteen (15) years of creditable pension service.
- 5 (9) Employees who became Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)
6 (Spanish), and Deputy Sheriff Sergeants prior to January 1, 1994 shall be eligible
7 to retire without penalty when the total of their age and years of creditable
8 pension service equals or exceeds seventy-five (75).
- 9 (10) Employees who meet the minimum requirements for retirement and who retire on
10 and after January 1, 1994 shall receive additional pension service credit for each
11 hour of sick allowance balance they have at the time of retirement. This
12 additional pension service credit shall not be used to meet the minimum
13 retirement requirements nor shall this additional pension service credit be used to
14 compute the fifteen (15) years of creditable pension service as provided for in
15 17.14(7)(h) C.G.O. This section shall not apply to any employee selecting a
16 deferred retirement.

17 **3.22 EMPLOYEE PARKING**

- 18 (1) The County will eliminate any charge for parking to employees using county-
19 owned or controlled parking lots except the Courthouse Annex and the Safety
20 Building Garage. The method of securing such lots against theft and vandalism
21 shall be determined by the Department of Public Works in a manner consistent
22 with location and type of facility.
- 23 (2) The foregoing paragraph shall not apply to any county-owned or controlled lot
24 available for use to the general public for which parking fees have been
25 established.

27 **3.23 CERTIFICATION**

28 Employees certified and offered a regular appointment to positions from established eligible lists
29 shall either accept the position or have their name removed from such list of eligibles.

1 **3.24 CHANGES IN CLASSIFICATION**

- 2 (1) When, in the judgment of the Association, a position or group of positions in the
3 bargaining unit are improperly classified because of changes in the duties or
4 responsibilities, the Association shall submit its recommendations for
5 reclassification in writing to the Director of Human Resources. All requests shall
6 include an updated position description, detailed information regarding the duties
7 assigned to the position, a summary of the change in duties and other pertinent
8 information in a format designated by the Director of Human Resources. The
9 Director of Human Resources shall review the duties assigned to the position as
10 well as any other information provided and submit a recommendation to the
11 Association.
- 12 (2) In the event the Association concurs with the recommendations of the Director of
13 Human Resources to reclassify a position, the recommendation shall be included
14 on a report distributed to all County Board Supervisors.
- 15 (3) In the event the Association does not concur with the recommendation of the
16 Director of Human Resources, both parties may request or provide such additional
17 information as may clarify the appropriate classification for the position. After
18 reviewing the additional information, if both parties concur that a reclassification
19 is appropriate, the recommendation of the Director of Human Resources shall be
20 included in a report distributed to all County Board Supervisors.
- 21 (4) In the event the Association and the Director of Human Resources cannot agree
22 on the appropriate classification for an existing position, either party may appeal
23 to the Personnel Committee within thirty (30) days of receiving notice of the
24 Director of Human Resources final recommendation. Both parties shall submit a
25 written summary of the rationale for their opinion to the Personnel Committee as
26 well as any other information deemed appropriate. The decision of the County
27 Board on the Personnel Committee recommendation, subject to review by the
28 County Executive, shall be final and if a change in classification is approved, it
29 shall be implemented the first day of the pay period following that in which a
30 resolution adopted by the County Board has been approved by the County
31 Executive.

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

17 (6) The Director of the Department of Human Resources or the department head shall
18 not be precluded from initiating a review of the classification of any represented
19 position if he/she feels such a review is appropriate.
20

21 **3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE**

22 Bargaining unit members assigned to a different division or a different shift in such division,
23 shall be notified two (2) weeks in advance of the effective date of such assignment or shift
24 change; provided, however, that such assignments or shift changes may be made with less notice
25 or without notice in cases of emergency or to change the employee's work setting in order to
26 improve his work performance or to increase departmental efficiency.
27

28 **3.26 CHANGE OF OFF DAYS**

29 Employees covered under this Agreement shall be given one-week (1) notice in case of a change
30 of off days. However, such change may be made with less notice or without notice in cases of
31 emergency or to increase departmental efficiency.

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3.27 ASSIGNMENTS

When a Deputy is assigned from one bureau/division to another, all shift assignments shall be determined based on date of rank. This language shall not apply to employees who rotate for the eleven (11) week period as part of their initial orientation. For purposes of this section, the term “bureau/division” shall mean those work units between which assignments have been customarily approved as of January 1, 1984.

3.28 SHIFT SELECTION

Requests for assignment to a shift within a division shall be filed with the division head. Thereafter, as vacancies occur, they shall be filled by the employee in the division with the greatest seniority within classification having a request on file on the date that the vacancy occurred, provided he is qualified to perform all the duties and responsibilities of his assignment on that shift. If the most senior employee requesting such shift change is denied the request, the reason for denial shall be made known to the employee in writing.

3.29 DEFINITION OF A DAY

A day shall mean a period of twenty-four (24) hours measured from the employee’s normal starting time. This provision shall not be applicable when an employee is assigned from one shift to another, pursuant to Section 3.25. The Association agrees that normal daily starting times that vary within an established shift shall not incur a liability for overtime. The Association further agrees that this Section shall have no application to the Drug Enforcement Unit.

3.30 LAYOFF AND RECALL

- (1) Whenever the County reduces the number of County employees represented by the Association in any position in the classified service, the Sheriff shall notify the Director of Human Resources of the number of employees to be laid off, including titles of positions, upon the form prescribed and furnished by the Department of Human Resources. The Director of Human Resources, upon receipt of the notice from the Sheriff, shall give to the Sheriff the names and

1 addresses of the initial employees who should be laid off in accordance with these
2 provisions:

- 3 (a) The order of layoff shall be as follows:
- 4 1. Employees on Emergency Appointment;
 - 5 2. Employees on Temporary Appointment;
 - 6 3. Employees on Regular Appointment, beginning with the employee
7 with the least seniority in the affected classification.
- 8 (b) The affected employee may, at his option, displace the least senior
9 employee holding a position in the next lower classification, providing he
10 is more senior than the employee he is displacing.
- 11 (c) This displacement into a lesser classification shall be followed beginning
12 with the highest classification affected, including sergeant, and continuing
13 to the lowest classification affected, unless the affected employee decides
14 not to initiate his option and leaves the County service.
- 15 (d) When the County lays off deputy sheriffs in any rank or classification
16 represented by the Association, the order of layoffs shall be based on rank
17 seniority.¹
- 18 (e) An employee who elects to take a position in a lower classification
19 displacing an employee with the least seniority in such lower classification
20 shall be paid at the maximum of the pay range to which such lower
21 classification is allocated, provided that such rate is not higher than the
22 rate he was receiving in the classification from which he was displaced.
- 23 (f) Displacement and recall as contemplated herein shall be restricted to
24 vertical movement only within those classifications represented by the
25 Association.
- 26 (g) When the County increases the number of employees in any classification,
27 an employee having accepted a voluntary reduction to a lower
28 classification shall be reinstated to the position from which he left, as if he
29 were recalled from layoff. If more than one employee is affected,

¹ Language from Case 265, No. 41540, A-5401 Decision of Dennis P. McGilligan, Arbitrator.

1 reinstatement shall be by application of seniority in reverse order of
2 displacement. Any employee who is laid off under these provisions and
3 rehired for the same work within six (6) years and one (1) day of the date
4 of such layoff shall be reinstated to the same relative position and pay
5 range within the department at the same step in the pay range which he
6 held at the time of layoff and at a rate currently being paid to that
7 classification at the time of recall. Seniority shall be broken if an
8 employee:

- 9 1. Retires;
- 10 2. Resigns from County service;
- 11 3. Is discharged and the discharge is not reversed;
- 12 4. Is not recalled from layoff for a period of six (6) years and one (1)
13 day. This provision shall not apply to an employee not reinstated
14 to a position from which he was displaced to a lower classification
15 in the event he is not returned to the higher position within six (6)
16 years and one (1) day.
- 17 5. Does not return at the expiration of a leave of absence.

18 (h) An employee's refusal to accept the position in a lower classification shall
19 not be construed as a termination but rather such employee shall be placed
20 on the appropriate reinstatement list as though laid off in accordance with
21 these provisions.

22 (i) Whenever a member of the bargaining unit is promoted to a classification
23 outside of the unit in order to fill a position for an indeterminate period of
24 time, he shall, upon discontinuation of the program to which he was
25 assigned, be returned to the unit in the same rank he held prior to such
26 temporary assignment and without loss of seniority for any purpose.

27 (j) An employee who has retained his/her membership in the Retirement
28 System who is recalled from layoff from the appropriate reinstatement list
29 shall return at the pension rate in effect at the time of layoff.
30

1 **3.31 LIABILITY INDEMNIFICATION**

2 Every employee covered by this Agreement shall be saved harmless from any and all liability,
3 which may arise against him or her during the good faith performance of such employee's duties
4 for false arrests, erroneous service of civil process, false imprisonment and other hazards that law
5 enforcement officers are traditionally confronted with. In the event that any employee is
6 confronted with the situation where it becomes necessary for him to defend himself against such
7 charges as those enumerated herein above, he shall have the services of the Milwaukee County
8 Corporation Counsel's office made available to him which shall undertake the defense of such
9 charges. Costs of the trial or other costs connected with the defense of charges made against the
10 employee shall be reimbursed by Milwaukee County to the employee. The employee will be
11 compensated at his regular rate of pay for any time which is required of him to be away from his
12 employment duties for depositions, trial or other hearings necessary in connection with his
13 defense of such charges as referred to herein above. A judgment for money damages, costs, and
14 attorney's fees of a plaintiff or claimant in such a matter will be paid for by Milwaukee County
15 without the employee being in peril of having his property subject to execution or other
16 collection device.

17

18 **3.32 AUTOMOBILE ALLOWANCE**

19 (1) Whenever the Sheriff determines that the performance of official duties for the
20 benefit of the County requires the regular use of an automobile by an employee,
21 he may authorize that such employee may use his personally owned automobile in
22 the performance of such duties.

23 (2) Reimbursement for the regular use of such personally owned automobile will be
24 at a rate established by C.G.O., s. 17.14(5), for each mile traveled on County
25 business. The payment for the use of such personally owned automobile shall be
26 made each month on voucher of the amount due signed by the employee and
27 approved by the Sheriff.

28

29 **3.33 JURY DUTY**

30 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury
31 duty will be required to immediately present such Summons to his supervisor and

1 indicate the dates on which he will be required to serve. Employees regular work
2 schedules shall not be changed during the period of jury duty.

3 (2) An employee who reports for jury duty on a regularly scheduled workday shall be
4 paid for that day at his regular rate, excluding premiums of any kind. On days
5 that the employee reports for jury duty, it is not necessary that he punch in and out
6 at his regular place of work.

7 (3) In the event that an employee is excused from jury duty for one or more days, he
8 shall immediately notify his supervisor and is required to work his regularly
9 scheduled shift on such days.

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

15
16 **3.34 BULLETIN BOARDS**

17 (1) The County shall provide bulletin boards for the Association's use and erect them
18 in locations to be agreed upon for posting notices regarding Association affairs,
19 restricted to the following:

- 20 (a) Notices of Association meetings;
21 (b) Notices of Association elections;
22 (c) Notices of Association appointments and results of Association elections;
23 (d) Notices of Association recreational and social events;
24 (e) Notices concerning bona fide Association activities such as cooperatives,
25 credit unions, and unemployment compensation information. Other
26 notices concerning Association affairs, which are not political or
27 controversial in nature.

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

1 Any increase or decrease in dues to be deducted shall be certified by the
2 Association at least fifteen (15) days before the start of the pay period the
3 increased deduction is to be effected.

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

- 7 1. That prior to the implementation of the Agreement the Milwaukee
8 Deputy Sheriffs' Association shall submit to the County a schedule
9 of monthly dues uniformly levied.
- 10 2. Any increase in dues or fair share amounts to be deducted shall be
11 certified by the Association at least fifteen (15) days before the
12 start of the pay period the increased deduction is to be effected.
- 13 3. The Association agrees that no funds collected from non-members
14 under this fair share agreement will be allocated for, or devoted
15 directly or indirectly to, the advancement of the candidacy of any
16 person for any political office.

17 (2) In the event during the continuance of its recognition, the Milwaukee Deputy
18 Sheriffs' Association, its officers, agents, or employees, or any of its members,
19 acting individually or in concert with one another, engage in or encourage any
20 Association-authorized strike or work stoppage against the County, including any
21 of its departments and/or agencies, dues deductions and payments of fair share
22 contributions made in accordance with this Agreement, including deductions and
23 payments made to the Association on behalf of employees who have signed and
24 have on file current dues deduction (voluntary checkoff) cards, shall be
25 terminated forthwith by the County. Thereafter, for a period of one year,
26 measured from the date of the onset of such strike or work stoppage, no
27 deductions whatever shall be made from the earnings of any employee nor shall
28 any payment whatever be made to the treasurer of the Milwaukee Deputy
29 Sheriffs' Association on account of dues deduction (voluntary checkoff) or fair
30 share agreement contributions.

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

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

25
26 During the pendency of any action brought challenging the provisions of this fair share
27 agreement or the right of the Association and the County to enter into such an agreement, all
28 sums which the County has agreed to deduct from the earnings of employees covered by the
29 agreement and transmit to the treasurer of the Milwaukee Deputy Sheriffs’ Association, except
30 sums deducted pursuant to voluntary checkoff cards on file with the employer, shall be placed in
31 trust pending the ultimate disposition of such action. In the event the outcome of such action

1 favors the continuance of the fair share agreement, the monies held in trust, together with the
2 interest earned thereon, shall be paid to the Association upon entry of judgment in such action.

3
4 **4.02 DUES CHECKOFF**

- 5 (1) The County agrees to deduct from the paycheck of each employee who has signed
6 and filed a payroll deduction card with the Central Payroll Division, Department
7 of Administration, the amount certified in writing by the Association Treasurer to
8 the Department of Labor Relations, at least fifteen (15) days prior to the start of
9 the pay period when the change is to occur. The amount to be deducted shall be
10 transmitted to the Treasurer of the Association. Checkoff may be terminated by
11 written notice from the employee and shall take effect ninety (90) days after
12 receipt of such notice.
- 13 (2) The County agrees to provide the Association with a list of the names and
14 addresses of all active bargaining unit employees twice per year and a list of
15 names and addresses of all retired employees once per year.
- 16 (3) The Association agrees to pay to the County for such service a sum equal to five
17 dollars (\$5.00) per average member per year.

18
19 **4.03 ASSOCIATION OFFICE SPACE**

20 The County agrees to provide office space to the Association and to allow the Association to use
21 members' departmental mailboxes for the distribution of Association correspondence.

22
23 **4.04 AFFIRMATIVE ACTION STATEMENT**

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

29
30 By the inclusion of the foregoing language, the Milwaukee Deputy Sheriffs' Association
31 reserves any and all rights which it may have to seek clarification of the impact of the consent

1 order in Civil Action No. 74-C-374 in the case of Johnnie J. Jones, et al., vs. Milwaukee County,
2 et al, in the United States District Court for the Eastern District of Wisconsin; and to the extent
3 that the United States District Court for the Eastern District of Wisconsin shall modify the
4 decision in the referenced case, or provide interpretation of the decision in the referenced case,
5 the rights and opportunities of the Association regarding affirmative action shall be modified
6 accordingly.

7
8 **4.05 COLLATERAL AGREEMENTS**

9 This provision provides a method regarding the manner and extent of Association participation
10 in resolving problems.

11
12 Agreements of this type will be entered into only by the President of the Association.

13
14 Since the County has no awareness of the internal mechanisms for the authorization within the
15 constituent Association, the signature of the President, when applicable, on any document
16 reflecting an Agreement with the County shall be binding, it being assumed that such
17 Association officer has either received authorization from his Association to execute the
18 document or has determined in his judgment that the matters under consideration are not of such
19 grave consequence as to require membership ratification. The same presumption shall apply to
20 the signature of the County official with whom the understanding has been negotiated.

21
22 Management and the Association will keep each other apprised of the names of officials and
23 administrators who may be involved in the procedure outline.

24
25 All present collateral agreements shall remain in effect for the life of this Agreement except as
26 otherwise provided in said agreements.

27
28 All collateral agreements shall be executed by the appropriate County official and authorized and
29 signed by the Director of Labor Relations.

30

PART 5

5.01 GRIEVANCE PROCEDURE

- (1) **APPLICATION:** The grievance procedure shall not be used to change existing wage schedules, hours of work, working conditions, fringe benefits, and position classifications established by ordinances and rules which are matters processed under other existing procedures. Any disputes that arise between the Association and the County including employee grievances shall be resolved under this section. Only matters involving the interpretation, application or enforcement of rules, regulations or the terms of this Agreement shall constitute a grievance.
- (2) **REPRESENTATIVES:** An employee may be represented at any step in the procedure by Association representatives (not to exceed two) of his/her choice. However, representative status shall be limited at all steps of the procedure to those persons officially identified as representatives of the Association. The Association shall maintain on file with the County a listing of such Association officials.
- (3) **TIME OF HANDLING:** Whenever practical, grievances will be handled during the regularly scheduled working hours of the parties involved. The Association and the County shall mutually agree to a time and place for hearing the grievance.
- (4) **TIME LIMITATIONS:** If it is impossible to comply with the time limits specified in this procedure, for any reason, these limits may be extended by mutual consent in writing. If any extension is not agreed upon by the parties within the time limits herein provided or a reply to the grievance is not received within time limits provided herein, the grievance shall be appealed directly to the next step of the procedure. "Working days" shall be defined as Monday through Friday excluding Saturdays, Sundays, and holidays set forth in Section 3.15(3).
- (5) **SETTLEMENT OF GRIEVANCES:** Any grievance shall be considered settled at the completion of any step in the procedure if the Association and the County are mutually satisfied. Dissatisfaction is implied in recourse from one step to the next.
- (6) **FORMS:** There are two separate forms used in processing a grievance:

1 (a) Grievance Initiation Form;

2 (b) Grievance Disposition Form;

3 Five (5) copies of all grievance forms are to be prepared, two of which are to be
4 retained by the person originating the form. The remaining copies shall be served upon
5 the other person involved in the procedure at that step, who shall distribute them in such
6 manner as the department head shall direct. The department head shall furnish one copy
7 to the Department of Labor Relations. The forms are available in the Sheriff's
8 Department, as well as the office of the Department of Human Resources, and shall be
9 readily available to all employees.

10 (c) Procedure To Be Followed When Initiating A Written Grievance:

- 11 1. The employee alone or with his/her Association Representative
12 shall cite the precise rule, regulation or contract provision that was
13 alleged to have been violated at the first step of the grievance
14 procedure.
- 15 2. The employee alone or with his/her Association Representative
16 shall in writing provide his/her immediate supervisor designated to
17 hear grievances an explanation as to when, where, what, who, and
18 why the employee believes that his/her contractual rights have
19 allegedly been violated. The written Grievance Initiation Form
20 shall contain the date or time that the employee alleges that his/her
21 contractual rights have been violated.
- 22 3. The employee alone or with his/her Association Representative
23 shall detail, in writing, the relief the employee is requesting.
- 24 4. If more space is required than is provided for on the Grievance
25 Initiation Form in order to comply with the provisions of this
26 section, the employee shall be permitted to submit written
27 attachments to said form.
- 28 5. The Grievance Initiation Form shall be prepared by the employee
29 or with his/her Association Representative in a manner that is neat,
30 clear, and discernible. The grievant(s) must sign the grievance.

1 Failure of the grievant(s) to sign the grievance shall bar the
2 grievance from being processed.

3 6. If the employee alone or with his/her Association Representative
4 fails to follow section 5.01(6)(c) 1,2,3,4, or 5, the employee's
5 immediate supervisor designated to hear grievances may return the
6 Grievance Initiation Form to the employee for corrections. If the
7 employee fails to make the corrections within 15 days of such
8 return, the grievance shall be barred.

9 7. The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to clarify
10 the procedure to be followed. These procedures are to assist the
11 employee, the Association and management in the resolution of
12 grievances at their lowest level of the grievance procedure.

13
14 (7) STEPS IN THE PROCEDURE

15 (a) STEP 1

16 1. The employee alone or with his/her representative shall explain the
17 grievance verbally to the person designated to respond to employee
18 grievances in his/her department.

19 2. The person designated in Par. 1. shall within three (3) working
20 days verbally inform the employee of his/her decision on the
21 grievance presented.

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

27 (b) STEP 2

28 1. If the grievance is not settled at the first step, the employee alone
29 or with his/her representative shall prepare the grievance in writing
30 on the Grievance Initiation Form and shall present such form to the
31 person designated in Step 1 to initial as confirmation of his/her

1 verbal response. The employee alone or with his/her
2 representative shall fill out the Grievance Initiation Form pursuant
3 to Section 5.01 (6)(c) 1,2,3,4,5,6,7, of this Agreement.

4 2. The employee or his/her representative after receiving
5 confirmation shall forward the grievance to his/her appointing
6 authority or the person designated by him/her to receive grievances
7 within fifteen (15) working days of the verbal decision. Failure of
8 the person designated or the appointing authority to provide
9 confirmation shall not impede the timeliness of the appeal.

10 3. The person designated in Step 2, paragraph 2, will schedule a
11 hearing with the person concerned and within fifteen (15) working
12 days from date of service of the Grievance Initiation Form, the
13 Hearing Officer shall inform the aggrieved employee, the Director
14 of Labor Relations, and the Association in writing of his/her
15 decision.

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

19 5. The second step of the grievance procedure may be waived by
20 mutual consent of the Association and the Director of Labor
21 Relations. If the grievance is not resolved at Step 2 as provided,
22 the Association shall appeal such grievance within thirty (30)
23 working days from the date of the second step grievance
24 disposition to Step 3.

25 (c) STEP 3

26 1. The Director of Labor Relations or his/her designee shall attempt
27 to resolve all grievances timely appealed to the third step. The
28 Director of Labor Relations or his/her designee shall respond in
29 writing to the Association within thirty (30) working days from the
30 date of receipt by the Director of Labor Relations of the Step 2
31 appeal.

1 (10) Representation at hearings on group grievances shall be limited to two (2)
2 employees from among the group, except in those cases where the Association
3 and the department involved agree that the circumstances of the grievance are
4 such as would justify participation by a larger number. One employee of the
5 group shall be designated as the grievant to whom the Grievance Disposition
6 Forms shall be forwarded.

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

10 (12) In those cases in which an employee elects not to be represented by Association
11 spokesmen, the grievance shall not be resolved in a manner inconsistent with the
12 existing collective agreement.

13 (13) A copy of all grievance dispositions shall be promptly forwarded to the
14 appropriate Association representative.
15

16 **5.02 SELECTION OF ARBITRATOR**

17 (1) **SELECTION OF ARBITRATOR**

18 To assist in the resolution of disputes arising under the terms of the Agreement
19 and in order to resolve such disputes, the parties agree to petition the Wisconsin
20 Employment Relations Commission to appoint an Arbitrator from their staff to
21 resolve all disputes arising between the parties.

22 (2) **HEARINGS**

23 (a) The Arbitrator shall have the authority upon referral of a grievance to
24 investigate such grievance in such manner as in his judgment will apprise
25 him of all of the facts and circumstances giving rise to such grievance to
26 enable him to reach a decision. The Arbitrator shall have the authority to
27 conduct hearings and to request the presence of witnesses. At such
28 hearings both the County and the Association may be represented by
29 counsel and may call witnesses to testify in their behalf. Either party may
30 request that a transcript of the proceedings be made. Any expenses
31 incurred for witness fees or for the cost of the reporter and the preparation

1 of transcript shall be borne by the party requesting the same, unless the
2 parties by mutual agreement consent to share such costs. The fees of the
3 Arbitrator shall be split equally by the parties. The Arbitrator shall
4 complete his investigation within a reasonable period of time and file his
5 decision and the reasons therefore in writing with the Department of Labor
6 Relations and the Association.

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

11 (c) Any time prior to the filing of the Arbitrator's award with the Department
12 of Labor Relations and the Association, either party may petition the
13 Arbitrator to reopen the record for the purpose of presenting additional
14 evidence.

15 (3) INTERPRETATION OF AGREEMENT

16 Any disputes arising between the parties out of the interpretation of the provisions
17 of this Agreement shall be discussed by the Association with the Department of
18 Labor Relations. If such dispute cannot be resolved between the parties in this
19 manner, either party shall have the right to refer the dispute to arbitration in the
20 manner prescribed in Par. (2)(a) above, except as hereinafter provided. The
21 parties may stipulate to the issues submitted to such Arbitrator either orally or in
22 writing, their respective positions with regard to the issue in dispute. The
23 Arbitrator shall be limited in his deliberations and decision to the issues so
24 defined. The decision of the Arbitrator shall be filed with the Department of
25 Labor Relations and the Association.

26 (4) ARBITRATOR'S AUTHORITY

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

31 (5) FINAL AND BINDING

1 The decision of the Arbitrator when filed with the parties shall be binding on both
2 parties.

3
4 **5.03 BARGAINING TIME**

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

11
12 **5.04 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER WISCONSIN**
13 **STATE STATUTE 63.10**

14 In cases where an employee is suspended for a period of ten (10) days or less by his department
15 head, pursuant to the provisions of s. 63.10, Stats., the Association shall have the right to refer
16 such disciplinary suspension to arbitration. Such reference shall in all cases be made within 10
17 working days from the effective date of such suspension. The decision of the Arbitrator shall be
18 served upon the Department of Labor Relations and the Association. In such proceedings, the
19 provisions of s. 5.02(2)(c) shall apply.

20
21 **5.05 REPRESENTATION AT DISCIPLINARY HEARINGS**

- 22 (1) At meetings called for the sole purpose of considering the imposition of discipline
23 at the level of the appointing authority or his designee, the employee shall be
24 entitled to Association representation.
- 25 (2) It is understood and agreed that such right is conditioned upon the following:
- 26 (a) At the meeting before the appointing authority or his designee, the
27 employee may be represented by one Association official.
- 28 (b) The meeting shall not be an adversarial proceeding. The employee shall
29 not be entitled to have witnesses appear on his behalf nor shall the
30 employee or his representative be entitled to interrogate, cross-examine or
31 harass any person appearing at such hearing. The Association official may

1 bring to the attention of the appointing authority or his designee any facts,
2 which he considers relevant to the issues and may recommend to the
3 appointing authority what he considers to be an appropriate disposition of
4 the matter.

5 (c) It shall be the obligation of the employee to make arrangements to have
6 his Association representative present at the time the meeting is set by the
7 appointing authority or his designee. Written notice of the meeting shall
8 be provided to the employee not less than 48 hours prior to such meeting.
9 The inability of the employee to secure the services of any Association
10 representative shall not be justification for adjourning such hearings
11 beyond the date and time originally set by the appointing authority.

12 (d) Nothing contained herein shall in any way limit the authority of the
13 employer to impose summary discipline where the circumstances warrant
14 such action.

15
16 **5.06 INTERVIEWS RELATED TO EMPLOYEE DISCIPLINE**

17 If an employee is under investigation and is subjected to being interviewed for any reason which
18 could lead to disciplinary action, demotions, dismissal or criminal charges, the interview shall
19 comply with the following requirements:

- 20 (1) The employee under investigation shall be informed of the nature of the
21 investigation prior to any interview.
- 22 (2) At the request of the employee, he or she may be represented by a representative
23 of his or her choice with whom he or she may consult at all reasonable times
24 during the interview. Evidence obtained during the course of an interview not
25 conducted in accordance with the above section may not be utilized in any
26 subsequent disciplinary proceeding against the employee. No employee may be
27 discharged, disciplined, demoted or denied promotion, or reassignment, or
28 otherwise discriminated against in regard to employment, or threatened with any
29 such treatment, by reason of the exercise of the rights under this section. The
30 rights under this section shall not be diminished or abridged by any ordinance or
31 provision of any collective bargaining agreement.

1 (3) Employees being questioned by Internal Affairs personnel will have the option of
2 having another person present in the room during the questioning. It is
3 understood that the observer cannot ask questions or otherwise interfere in the
4 investigative process.

5
6 **5.07 PAID RELEASE TIME**

7 The following provision is in conformance to the Court's Decision and Order in Milwaukee
8 Deputy Sheriffs' Association and Rollan Parish v. MilwaukeeCounty Sheriff David A. Clark, Jr.,
9 Milwaukee County Case No. 2005-CV-5278.

- 10 (1) The purpose of this Section is to provide for paid release time for the President of
11 the MDSA during the normal workweek (Monday-Friday) and during the normal
12 workday (first shift)
- 13 (2) The MDSA acknowledges that the Sheriff or his designee has the authority to
14 determine for Deputy Sheriffs, including the President of the MDSA, their
15 bureau/division assignments, and shift assignments, within the parameters of
16 sections 3.25 through 3.28 of the current memorandum of Agreement.
- 17 (3) That the Office of the Sheriff will provide that the President of MDSA will be
18 granted a designated period of time during which he/she can conduct union
19 business on each scheduled work day that falls on a Monday through Friday.
- 20 (4) The following specifics will control the use of the release time:
- 21 (a) On each weekday the President of the Association is scheduled for
22 regular duty on the day shift he shall be scheduled to work six (6) hour
23 shifts at the worksite and shall be paid two (2) hours of straight time pay,
24 designated as MDSA release time, at the regular hourly rate of pay in
25 effect, resulting in his being paid for eight (8) hours but only working six
26 (6) hours at the worksite;
- 27 (b) The person holding the Office of President of the MDSA will be entitled
28 to an assignment selected by the Sheriff, on first shift, regardless of his
29 seniority;
- 30 (c) The release time will be for the purpose of conducting non-political union
31 business including, but not limited to, representing MDSA members in

1 disciplinary matters; attending public meetings that directly relate to
2 collective bargaining; and general contract administration;

3 (d) The release time will occur at the end of the regularly scheduled shift and
4 will not be unreasonably denied;

5 (e) In the event the President is required to continue working beyond the
6 regular departure time for more than thirty (30) minutes he will be given
7 an additional two (2) hours off with pay on his next regularly scheduled
8 work day;

9 (f) When the President of the MDSA exercises her/his release time option no
10 other member of the MDSA executive board, including trustees, may be
11 released while on duty for union business without the consent of the
12 Sheriff or his designee, except as provided in MCGO 17.205;

13 (g) Release time will not be considered hours worked for purposes of
14 calculating overtime.

15 (h) Release time will count in computing sick, holiday, vacation, personal
16 and/or compensatory time off with the banked time reduced by eight (8)
17 hours, No paid leave in increments of less than eight (8) hours will be
18 permitted on days with release time scheduled. Release time will be
19 considered pensionable in terms of final average salary calculations.

20
21 **PART 6**

22
23 **6.01 ENTIRE AGREEMENT**

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

1 **6.02 SAVING CLAUSE**

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

7

8

SIGNATURE PAGE FOLLOWS