

**2021-2023  
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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**2021-2023**  
**AGREEMENT BETWEEN**  
**COUNTY OF MILWAUKEE**  
**AND**  
**MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

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**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.

1 **PART 2**

2  
3 **2.01 DURATION OF AGREEMENT**

4 This Agreement is to take effect on January 1, 2021. Unless otherwise modified or extended by  
5 mutual agreement of the parties, this Agreement shall expire on December 31, 2023.

6  
7 **PART 3**

8  
9 **3.01 WAGES**

10 Effective January 1, 2021, the wages of bargaining unit employees shall be increased by two  
11 percent (2%) and effective July 1, 2021, the wages of bargaining unit employees shall be increased  
12 by one percent (1%).

13  
14 Effective January 1, 2022, the wages of bargaining unit employees shall be increased by five  
15 percent (5%).

16 Effective Pay Period 1 2021, Steps one (1) and two (2) will be eliminated from employee salary  
17 Effective January 1, 2023, the wages of bargaining unit employees shall be increased by three  
18 percent (3%) and effective July 1, 2023, the wages of bargaining unit employees shall be increased by one  
19 and one-half percent (1.5%).

20  
21 Eliminate steps 3 and 8 from employee salary schedule - effective January 1, 2022. On the effective  
22 date of the change, employees who are on a step that is eliminated (an "old step") will bump to the  
23 next step. (For example, employees on old step 3 will bump one step to new step 1, or what was  
24 designated as old step 4 prior to the elimination of step 3 and renumbering of the steps. Employees on  
25 old step 8 will bump one step to new step 5, or what was designated as old step 9 prior to the  
26 elimination of step 8 and renumbering of the steps). These employees shall have their anniversary  
27 date reset to January 1 after bumping to the new step. Employees who are not bumped in the  
28 manner described above shall continue to receive step advances when merited on their respective  
29 prior anniversary dates.

30  
31 All MDSA members employed during the years of 2021, 2022, and 2023 shall receive retroactive  
32 salary payments. This includes any employee who retired prior to the agreement being ratified and  
33 approved by both parties.



1           **3.02 OVERTIME**

2           (1) All time credited in excess of eight (8) hours per day or forty (40) hours per week shall be paid  
3 in cash at the rate of one and one-half (1½) times the base rate, except that employees assigned to  
4 continuous jury sequestration shall be paid sixteen (16) hours at their base rate and eight (8) hours at  
5 the rate of one and one half (1½) times the base rate for each 24-hour period of uninterrupted duty,  
6 and except that first shift hours worked in excess of forty (40) per week shall be paid at the rate  
7 of one and one-half (1½) times the base rate.

8           (2) Overtime needs and required staffing levels shall be determined by the Sheriff.

9           (3) All scheduled overtime shall be assigned within classification as follows:

10           (a) Employees shall volunteer for overtime and their names shall be place on  
11 a list in seniority order within each work unit

12           (b) When necessary to schedule overtime the assignment shall be rotated by  
13 seniority among all volunteers on the list within the work unit where the  
14 overtime is being scheduled.

15           (c) In the event an employee refuses to accept an overtime assignment or  
16 there are insufficient volunteers for the work unit where overtime is  
17 required, the least senior employee in the classification in the work unit  
18 shall be required to work the overtime assignment.

19           (d) Employees will not be scheduled for overtime when they are liquidating  
20 accrued time off or during an approved leave of absence or disciplinary  
21 suspension.

22           (e) For an event identified by the Sheriff as a Special Event, the above  
23 procedure shall be utilized on a departmental basis. In the event there are  
24 insufficient volunteers for a Special Event overtime assignment the Sheriff  
25 shall rotate in the inverse order of seniority among all employees in the  
26 department in the classification.

27           (f) Employees shall not be permitted to volunteer to work during a period of  
28 scheduled vacation, personal time, holiday time or compensatory time  
29 unless approved to work by the Sheriff. However, for Special Events as  
30 defined in (e) above, employees shall have the opportunity to work  
31 overtime hours in accord with the above procedures when they are on

1 vacation, on their normal off-days, or are using holiday or personal days  
2 only under the condition that the Sheriff's Department is under contract to  
3 be reimbursed for the non-tax levy overtime expense incurred for the Special Event.

4 (4) Employees shall have the option of accumulating two hundred forty (240) hours  
5 of compensatory time, exclusive of holidays, in lieu of cash, within twenty six  
6 (26) pay periods, provided that such compensatory time may be liquidated only with  
7 the consent of the department head and if the County determines staffing is adequate  
8 and if no overtime assignment will result employees will be allowed to  
9 liquidate their accrued compensatory time. If, because the needs of the department,  
10 such compensatory time is not liquidated within the time limited, the unliquidated balance  
11 shall be compensated in cash.

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

14 **3.03 CALL IN PAY**

15 Any employee who is required to call in to work outside of regular shift hours or responding to subpoenas  
16 shall receive a minimum of three (3) consecutive hours of pay at overtime rates. Multiple call-ins  
17 shall not result in the payment of the minimum for each call when more than one response is  
18 within the three (3) hours until the actual hours worked exceed three (3) hours. An off-duty employee  
19 receiving a call or text from a supervisor shall be paid overtime on a per conversation/incident basis  
20 (not per call or message).

21 (a) Hospital Watch Call-Ins

- 22 1. Call-ins for hospital watches are required and not voluntary.
- 23 2. Employees are required to call in one hour prior to the start of the hospital watch.
- 24 3. The employee shall call in and if not needed for a watch, they are paid at the  
25 standby rate and receive credit for a mandatory overtime assignment. If a hospital  
26 watch is added to the schedule during one hour of the call, Management may  
27 contact the employee within the one hour period to say they are needed for a  
28 watch and to report to work.
- 29 4. If the employee calls in, is needed for a watch, and reports to work, they receive a  
30 minimum of three hours pay in addition to the standby pay received for calling in.

1     **3.04 STANDBY PAY**

2     For purposes of this section, a “day” shall mean a period of twenty-four (24) hours measured from the  
3     employee’s normal starting time. On scheduled days off, normal starting time shall be used to  
4     measure the day. Employees placed on standby status shall be paid one hour at the current rate for top  
5     step deputy sheriff’s pay rate per day.

6  
7     Employees assigned to “Stand-by” or “On call” (e.g. specialty units, canine, CID for seven day stretches  
8     24hrs a day) should only be subject to mandatory overtime related to being called in pursuant to their stand  
9     by status (i.e. not be subject to regular agency mandatory overtime during that timeframe of “Stand-by”).

10  
11    When employees are called in related to standby/on call status, that shall count as an agency mandatory  
12    overtime, This rule would not apply in instances in which the entire agency is placed in a “stand-by/on call”  
13    status.

14

15    **3.05 RETIREE HEALTH TRUST**

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

27    (2) Retiree Insurance Benefit

28    (a)    The Employer shall allow retired employees and/or the employees spouse  
29    to participate in the County’s health insurance plans for retirees until the  
30    earliest of the following:

31           1. The retiree’s death provided, however, the spouse and dependents,

1 if any, may continue to participate in the County's health insurance plans.

2 2. The retiree obtains other employment and obtains health insurance from the  
3 new employer.

4 (b) It is understood by the parties that the elimination as of December 31,  
5 2005 of the longevity provisions contained in Section 3.05 of the 2004 Memorandum of  
6 Agreement was agreed to in return for the Employer's agreement to fund the Trust,  
7 effective January 1, 2006 as set forth in Section 3.05(2) paragraph (d).

8 (c) An active member of the bargaining unit who accepts a position within the  
9 Sheriff's Department but is no longer a member of the bargaining unit, may continue to be  
10 eligible to receive benefits under this section when such employee receives a retirement  
11 benefit from the Milwaukee County Retirement System, hereinafter referred to as  
12 the "Retirement System", provided such employee meets the other eligibility requirements  
13 for such payment, and provided that the employee contributes an amount to the fund on  
14 January 1st of each year after accepting such position equal to the amount that would be  
15 contributed to the fund on his/her behalf if they stayed in the bargaining unit.  
16 Employees who accept a position with the Sheriff's Department but outside the bargaining unit  
17 who do not wish to continue their contributions to the fund, shall forfeit and waive the  
18 benefits provided for by the Trust and shall forfeit and waive any claim to any longevity  
19 and/or formula payment referred to in Section 3.05 (2).

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

24 1) All active employees with six (6) but less than ten (10) years' of service in the  
25 Sheriff's Department shall generate seventy-five dollars (\$75.00) towards the total  
26 amount of money owed by the County to the Trust following the thirteenth pay  
27 period.

28 2) All active employees with ten (10) but less than fifteen (15) years' of service  
29 in the Sheriff's Department shall generate one hundred thirty eight dollars (\$138.00)  
30 towards the total amount of money owed by the County to the Trust following  
31 the thirteenth pay period.

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

5           4) All active employees with twenty (20) or more years' of service in the  
6           Sheriff's Department shall generate one hundred ninety eight dollars (\$198.00)  
7           towards the total amount of money owed by the County to the Trust following the  
8           thirteenth pay period. Following the twenty sixth pay period and based on the  
9           number of active employees in the twenty sixth pay period, the County shall  
10          Submit to the Trust in one check an amount of money which equals the sum of  
11          subparagraphs five through eight below for all active employees:

12          5) All active employees with six (6) but less than ten (10) years' of  
13          service in the Sheriff's Department shall generate seventy-five dollars (\$75.00)  
14          towards the total amount of money owed by the County to the Trust following  
15          the twenty sixth pay period.

16          6) All active employees with ten (10) but less than fifteen (15) years' of service  
17          in the Sheriff's Department shall generate one hundred thirty eight dollars (\$138.00)  
18          towards the total amount of money owed by the County to the Trust following the  
19          twenty sixth pay period.

20          7) All active employees with fifteen (15) but less than twenty (20) years' of  
21          service in the Sheriff's Department shall generate one hundred sixty eight dollars  
22          (\$168.00) towards the total amount of money owed by the County to the Trust  
23          following the twenty sixth pay period.

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

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

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

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

9

10 **3.06 UNIFORM ALLOWANCE**

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

12 a) Uniformed employees shall be furnished with a full uniform at time of hire or  
13 as soon thereafter as practicable. The uniformed items furnished shall be in  
14 accordance with the regulations of the Sheriff's Department setting forth  
15 prescribed minimum equipment for each employee. Any employee whose  
16 employment is terminated within two (2) years from the date of hire shall  
17 return all uniform items furnished by the County to the Sheriff's Department  
18 within seven (7) days of termination.

19 (b) The annual allowance for all employees shall be four hundred twenty five  
20 dollars (\$425.00).

21

22 **3.07 EDUCATIONAL BONUS**

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

- 25 \$125.00 per year for 16 credits  
26 \$175.00 per year for 28 credits  
27 \$225.00 per year for 40 credits  
28 \$275.00 per year for 52 credits  
29 \$325.00 per year for 64 credits  
30 \$500.00 for Associate Degree or 75 credits  
31 \$750.00 for Bachelors Degree

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

4

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

8

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

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

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

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

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

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

27

28       **3.08 HAZARDOUS DUTY ALLOWANCE**

29       In recognition of the fact that employees are required to exercise the authority of their office  
30       whether on or off duty, and the fact that in exercising such authority employees may be required  
31       to carry an authorized weapon whether on or off duty, each employee shall receive in addition to

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

4  
5 Employees who attain the required educational credits during the calendar year shall  
6 be paid a prorated amount from the first pay period after the educational courses are  
7 completed and reported to the County by December 31 of that year.

8  
9 The above stated salary payments shall be over and above the base salary of the positions  
10 eligible for these payments.

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

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

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

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

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

27  
28 **3.08 HAZARDOUS DUTY ALLOWANCE**

29 In recognition of the fact that employees are required to exercise the authority of their office  
30 whether on or off duty, and the fact that in exercising such authority employees may be required  
31 to carry an authorized weapon whether on or off duty, each employee shall receive in addition to



1 salary, by separate check, the sum of seven hundred fifty dollars (\$750.00) payable in a lump  
2 sum the first payroll period in December. Deputies who are not employed for the entire year  
3 shall be paid on a prorated basis for the duration of their employment during the year.

4  
5 **3.085 EXPOSURE TO INFECTIOUS DISEASES**

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

9  
10 **3.09 TEMPORARY ASSIGNMENTS**

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

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

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

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

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

29  
30 **3.10 TRAVEL EXPENSES**

31 Employees required to travel outside Milwaukee County in the performance of duty shall be

1 reimbursed for expenses incurred in accordance with the provisions of §56.05 C.G.O.  
2 On the first and last day of any travel authorized for members of the bargaining unit, the  
3 employee(s) shall present receipts reflecting the actual expenses, not exceeding the per diem rate.  
4

5 **3.11 EMPLOYEE HEALTH, DENTAL AND VISION BENEFITS**

6 (1) All employees will be covered by the Milwaukee County Health Insurance Plan.

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

9 (a) Freeze employee contribution at the 2014 level for 2015, 2016 and 2017.

10 (b) Employees shall pay one hundred forty dollars (\$140.00) per month toward  
11 the monthly cost of an Employee Only plan effective January 1, 2018.

12 (c) Employees shall pay one hundred sixty-six dollars (\$166.00) per month  
13 toward the monthly cost of an Employee + Child/Children plan effective  
14 January 1, 2018.

15 (d) Employees shall pay two hundred thirty-three dollars and fifty cents  
16 (\$233.50) per month toward the monthly cost of an Employee +  
17 Spouse/Partner plan effective January 1, 2018.

18 (e) Employees shall pay two hundred sixty dollars (\$260.00) per month toward  
19 the monthly cost of an Employee + Family plan effective January 1, 2018.

20 (3) Employees are also eligible to participate in any offered Milwaukee County  
21 Wellness Plan under the same terms as non-represented employees.

22 (4) The County shall provide dental coverage. All eligible bargaining unit employees  
23 enrolled in the Milwaukee County Dental Plan shall pay as described below:

24 (a) Freeze employee contributions for 2015, 2016 and 2017.

25 (b) Employees shall pay twelve dollars (\$12.00) per month toward the monthly  
26 cost of an Employee Only plan effective January 1, 2018.

27 (c) Employees shall pay twenty dollars (\$20.00) per month toward the monthly  
28 cost of an Employee + Child/Children plan effective January 1, 2018.

29 (d) Employees shall pay twenty dollars (\$20.00) per month toward the monthly  
30 cost of an Employee + Spouse/Partner plan effective January 1, 2018.

31 (e) Employees shall pay twenty dollars (\$20.00) per month toward the monthly

1 cost of an Employee + Family plan effective January 1, 2018.

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

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

4

5 **3.12 LIFE INSURANCE**

6 (1) The County shall pay the full premium of employees' life insurance coverage  
7 based upon earnings to and including the first \$20,000 thereof. The premium  
8 shall be shared by the County and the employee for basic coverage above the first  
9 \$20,000 pursuant to the formula contained in Chapter 62.

10 (2) The County shall pay life insurance premiums for all retired employees except  
11 deferred retirees. This provision shall have no effect on present policy benefits.

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

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

21

22 **3.13 DEFERRED COMPENSATION**

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

26

27 **3.14 VACATION**

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

30 After 1 year 80 hours

31 After 5 years 120 hours

1                   After 10 years 160 hours

2                   After 15 years 200 hours

3                   After 20 years 240 hours

4       (2)     Employees entitled to one hundred twenty (120) hours vacation or more shall be  
5       permitted to split one such week into not more than two (2) parts, one part being  
6       twenty four (24) hours, and the other being sixteen (16) hours, provided that the  
7       selection of such split week shall be made in accordance with existing  
8       departmental policies with respect to vacation selection on the basis of seniority,  
9       as defined in par.(4). Such split week vacation shall be selected by the employee  
10      who elects to do so at the same time that all other annual vacation periods are  
11      selected and scheduled. In accordance with the provisions of s. 17.17(1), C.G.O.,  
12      the Sheriff may deny an employee's request to split a week of vacation when, in  
13      his judgment, such split vacation would impair the efficiency of the department or  
14      division.

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

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

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

24       For purposes of this section, shift shall mean:

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

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

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

28       (5)     During the first year of employment, or in a return to service, an employee will be  
29       granted a proportional share of their hours of vacation entitlement based on the  
30       number of full calendar months remaining in the calendar year in which the  
31       employee was first hired or in which the employee was rehired, divided by twelve (12)

1 and rounded up to the nearest whole hour, and shall be granted their full vacation  
2 entitlement on January 1 of the calendar year after being hired or rehired by the County.

3  
4 For purposes of this section, the term "bureau/division" shall mean those work  
5 units between which selections have been customarily approved as of January 1, 1984.

6

7 **3.15 PERSONAL HOURS – HOLIDAYS**

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

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

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

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

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

31 (4) Departmental holidays will be celebrated on the holiday. The present system of

1 accruing and exhausting holidays shall remain in effect. A holiday falling on a  
2 Saturday shall be observed on the preceding scheduled workday and a holiday  
3 falling on a Sunday shall be observed on the following scheduled workday. The  
4 appointing authority shall have the right to require a sufficient number of  
5 employees in each required classification to work on such holidays. Employees  
6 so assigned shall accrue an equivalent amount of compensatory time for  
7 liquidation during the following thirteen (13) pay periods.

8  
9 **3.16 SICK LEAVE**

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

13 (a) 3.7 hours per pay period.

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

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

27  
28 Excused time charged against sick leave for these purposes shall be limited to 3  
29 hours per incident, including travel between the employee's work site and the  
30 place of his appointment.

31 (3) Notwithstanding any provision in this section to the contrary, an employee hired

1 on or after the ratification of the 2013 agreement shall not accrue more than nine  
2 hundred sixty (960) hours of leave under this section. Such new employee whose  
3 accrual balance under this section reaches nine hundred sixty (960) hours shall  
4 have further accrual of leave suspended until such time that the employee's total  
5 accrual is less than nine hundred sixty (960) hours, due to the use of such leave  
6 under this section.

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

- 10 • First through third absence: Absences recorded by a supervisor.
- 11 • Fourth absence: Noted on Employee Activity Documentation record.
- 12 • Fifth and subsequent absence: Refer documentation to  
13 Professional Standards Division for appropriate disposition. Based on the  
14 disposition, appropriate disciplinary action, if necessary, will be  
15 decided by the Sheriff and may require a doctor's excuse.

16  
17 Time approved under the Family and Medical Leave law or any excused absence  
18 will not be considered for disciplinary purposes, nor will time off be taken into  
19 account for job evaluation purposes or salary increment decisions.

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

### 27 28 **3.17 INJURY PAY**

29 (1) When employees covered by this Agreement sustain injuries within the scope of  
30 their employment for which they are entitled to receive worker's compensation  
31 temporary disability benefits as provided by Chapter 102 of the Wisconsin

1 Statutes (Worker's Compensation Act), they may receive eighty percent (80%) of  
2 their base salary as "injury pay" instead of such worker's compensation benefits  
3 for the period of time they may be temporarily totally or temporarily partially  
4 disabled because of such injuries. Such injury pay shall not be granted for more  
5 than three hundred sixty five (365) calendar days for any one compensable injury  
6 or recurrence thereof. The eighty percent (80%) provision shall cover employees  
7 receiving injury pay benefits regardless of the date on which the compensable  
8 injury or recurrence thereof occurred.

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

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

24

25 **3.18 BEREAVEMENT LEAVE**

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

- 29 (a) Where one day is authorized, it must be taken on the day of the funeral.  
30 (b) Where more than one excused day is allowed, such days must be  
31 consecutive calendar days, one of which is the date of the funeral.



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

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

8 (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time may be  
9 allowed as follows: Up to 75 miles.....None  
10 Between 75 to 150 miles....1 Day  
11 Over 150 miles.....2 Days  
12

13 **3.19 EARNED RETIREMENT**

14 (1) Effective upon the implementation date of the 2013 agreement payment of  
15 accrued paid leave hours (vacation, compensatory time, personal days and holiday  
16 accrued time) will be made in a lump sum at the time of retirement. Such  
17 retirement payments shall be calculated at the rate of pay in effect for such  
18 employee on the last day of work.  
19

20 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

21 Effective January 1, 2024, the County and the MDSA agree to follow all state laws regarding the pension  
22 And retirements system, which include but are not limited to, Chapter 111.70, Wis. Stat. § 111.70(4)(mc),  
23 Chapter 59, and Wis. Stat. § 59.875.  
24

25 The County and the MDSA agree that employees' pension and retirement system rights and benefits  
26 shall not be negatively or adversely affected in any manner.  
27

28 (1) For all employees who are members of the Employees' Retirement System as of  
29 January 1, 1971, the County shall contribute a sum equal to eight percent (8%) of  
30 each employee's earnings computed for pension purposes into such account on  
31 behalf of each such employee. All such sums contributed, in addition to the contributions

1 previously made by the employee, shall be credited to the employee's individual account  
2 and be subject to the provisions of the pension system as it relates to the payment of such  
3 sums to such employees upon separation from service. The provisions of this paragraph  
4 shall not apply to employees in the bargaining unit in the following classes who were not  
5 Members of the Employees' Retirement System on or before December 12, 1967, or whose  
6 date of hire is later than December 23, 1967:

- 7 (a) Emergency appointment, full time
- 8 (b) Emergency appointment, part time
- 9 (c) Regular appointment, seasonal
- 10 (d) Temporary appointment, seasonal
- 11 (e) Emergency appointment, seasonal

12 (2) Mandatory employee contributions.

- 13 (a) Each employee of the Employees' Retirement System, shall contribute to  
14 the retirement system a percentage of the "Member's Compensation"  
15 according to (b). "Member Compensation" shall include all salaries and  
16 wages of the member, except for the following: overtime earned and paid;  
17 any expiring time paid such as overtime, and holiday; and injury time  
18 paid; and any supplemental time paid such as vacation or earned retirement.

19 (b) Contribution percentage:

20 Effective January 1, 2024, the County and the MDSA agree to follow all state  
21 Laws regarding the pension and retirements system, which include but are not  
22 limited to, Chapter 111.70, Wis. Stat. § 111.70(4)(mc), Chapter 59, and  
23 Wis. Stat. § 59.875.

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

27  
28 **3.21 RETIREMENT BENEFITS**

- 29 (1) The retirement allowance for all employees retiring on and after January 1, 1976,  
30 except as noted in (2) and (3) below, shall be computed at the rate of two and one  
31 half percent (2.5%) for each year of service multiplied by the final average salary

1 of such employee as defined in Ch. 201, C.G.O., and in accordance with all of the  
2 rules and regulations set forth therein.

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

5 (a) Any employee whose last period of continuous membership began on or  
6 after January 1, 1982, shall not be eligible for a deferred vested pension if  
7 his employment is terminated prior to his completion of ten (10) years of  
8 service.

9 (b) Final average salary means the average annual earnable compensation for  
10 the five consecutive years of service during which the employee's  
11 earnable compensation was the highest or, if he should have less than five  
12 years of service, then his average annual earnable compensation during  
13 such period of service.

14 (3) Notwithstanding any other provision of this agreement, active employees on  
15 January 1, 2012, and employees hired on and after January 1, 2012, shall be  
16 eligible for a deferred vested pension if the employee's employment is terminated,  
17 other than for fault or delinquency on the employee's part, on or after the  
18 employee's completion of five (5) years of service.

19 (4) For employees hired on and after July 1, 1995, the provisions of Ch. 201, C.G.O.  
20 Employees' Retirement System, shall be modified as follows: An employee who  
21 meets the requirements for a normal pension shall receive an amount equal to two  
22 percent (2%) of his final average salary multiplied by the number of years of  
23 service.

24 (5) Employees who are granted an accidental disability pension as that term is  
25 defined in Section 201.24(5.3) of the County General Ordinances will have their  
26 health insurance paid by Milwaukee County regardless of length of service,  
27 except Milwaukee County shall pay the full cost of the basic health plan or the  
28 full premium of an HMO whichever is the least expensive for employees with less  
29 than fifteen (15) years of service.

30 (6) For employees hired after November 12, 1987, overtime shall not be included in  
31 the computation of Final Average Salary.

1 (7) Employees retiring on and after July 31, 1989 shall be entitled to pension service  
2 credit for military service under Section 201.24 II (10) of the Employees'  
3 Retirement System as amended by the County Board of Supervisors through File  
4 No. 85-583(a), notwithstanding the effective date indicated in the amendment.

5 (8) Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy Sheriff  
6 Sergeant shall be eligible to retire without penalty: at age fifty seven (57)  
7 regardless of their number of years of service, or at age fifty five (55) with at least  
8 fifteen (15) years of creditable pension service.

9 (9) Employees who became Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)  
10 (Spanish), and Deputy Sheriff Sergeants prior to January 1, 1994 shall be eligible  
11 to retire without penalty when the total of their age and years of creditable  
12 pension service equals or exceeds seventy-five (75).

13 (10) Employees who meet the minimum requirements for retirement and who retire on  
14 and after January 1, 1994 shall receive additional pension service credit for each  
15 hour of sick allowance balance they have at the time of retirement. This  
16 additional pension service credit shall not be used to meet the minimum  
17 retirement requirements nor shall this additional pension service credit be used to  
18 compute the fifteen (15) years of creditable pension service as provided for in  
19 17.14(7)(h) C.G.O. This section shall not apply to any employee selecting a  
20 deferred retirement.

21  
22 **3.22 EMPLOYEE PARKING**

23 (1) The County will eliminate any charge for parking to employees using county-  
24 owned or controlled parking lots except the Courthouse Annex and the Safety  
25 Building Garage. The method of securing such lots against theft and vandalism  
26 shall be determined by the Department of Public Works in a manner consistent  
27 with location and type of facility.

28 (2) The foregoing paragraph shall not apply to any county-owned or controlled lot  
29 available for use to the general public for which parking fees have been  
30 established.

1     **3.23 CERTIFICATION**

2     Employees certified and offered a regular appointment to positions from established eligible lists  
3     shall either accept the position or have their name removed from such list of eligibles.  
4

5     **3.24 CHANGES IN CLASSIFICATION**

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

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

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

25       (4)     In the event the Association and the Director of Human Resources cannot agree  
26       on the appropriate classification for an existing position, either party may appeal  
27       to the Personnel Committee within thirty (30) days of receiving notice of the  
28       Director of Human Resources final recommendation. Both parties shall submit a  
29       written summary of the rationale for their opinion to the Personnel Committee as  
30       well as any other information deemed appropriate. The decision of the County  
31       Board on the Personnel Committee recommendation, subject to review by the

1 County Executive, shall be final and if a change in classification is approved, it  
2 shall be implemented the first day of the pay period following that in which a  
3 resolution adopted by the County Board has been approved by the County Executive.

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

20 (6) The Director of the Department of Human Resources or the department head shall  
21 not be precluded from initiating a review of the classification of any represented  
22 position if he/she feels such a review is appropriate.  
23

24 **3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE**

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

1     **3.26 CHANGE OF OFF DAYS**

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

5

6     **3.27 ASSIGNMENTS**

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

12

13    **3.28 SHIFT SELECTION**

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

20

21    **3.29 DEFINITION OF A DAY**

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

28

29    **3.30 LAYOFF AND RECALL**

30       (1)     Whenever the County reduces the number of County employees represented by  
31     the Association in any position in the classified service, the Sheriff shall notify the Director of Human

1 Resources of the number of employees to be laid off, including titles of positions, upon the form  
2 Prescribed and furnished by the Department of Human Resources. The Director of Human Resources,  
3 upon receipt of the notice from the Sheriff, shall give to the Sheriff the names and addresses of the initial  
4 employees who should be laid off in accordance with these provisions:

5 (a) The order of layoff shall be as follows:

- 6 1. Employees on Emergency Appointment;
- 7 2. Employees on Temporary Appointment;
- 8 3. Employees on Regular Appointment, beginning with the employee  
9 with the least seniority in the affected classification.

10 (b) The affected employee may, at his option, displace the least senior employee holding  
11 a position in the next lower classification, providing he is more senior than the employee  
12 he is displacing.

13 (c) This displacement into a lesser classification shall be followed beginning with the highest  
14 classification affected, including sergeant, and continuing to the lowest classification  
15 affected, unless the affected employee decides not to initiate his option and leaves the  
16 County service.

17 (d) When the County lays off deputy sheriffs in any rank or classification represented by the  
18 Association, the order of layoffs shall be based on rank seniority.<sup>1</sup>

19 (e) An employee who elects to take a position in a lower classification displacing an  
20 employee with the least seniority in such lower classification shall be paid at the  
21 maximum of the pay range to which such lower classification is allocated, provided that  
22 such rate is not higher than the rate he was receiving in the classification from which he  
23 was displaced.

24 (f) Displacement and recall as contemplated herein shall be restricted to vertical  
25 movement only within those classifications represented by the Association.

26 (g) When the County increases the number of employees in any classification, an employee  
27 having accepted a voluntary reduction to a lower classification shall be reinstated to the  
28 position from which he left, as if he were recalled from layoff. If more than one  
29 employee is affected, reinstatement shall be by application of seniority in reverse order of

---

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



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

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

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

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

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

### 28 29 **3.31 LIABILITY INDEMNIFICATION**

30 Every employee covered by this Agreement shall be saved harmless from any and all liability,  
31 which may arise against him or her during the good faith performance of such employee's duties

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

14  
15 **3.32 AUTOMOBILE ALLOWANCE**

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

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

25  
26 **3.33 JURY DUTY**

27 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury  
28 duty will be required to immediately present such Summons to his supervisor and  
29 indicate the dates on which he will be required to serve. Employees regular work  
30 schedules shall not be changed during the period of jury duty.

31 (2) An employee who reports for jury duty on a regularly scheduled workday shall be

1 paid for that day at his regular rate, excluding premiums of any kind. On days  
2 that the employee reports for jury duty, it is not necessary that he punch in and out  
3 at his regular place of work.

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

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

### 12 13 **3.34 BULLETIN BOARDS**

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

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

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

28 (3) The posting of any Association-authorized material, which is in violation of this  
29 section, shall be cause for the immediate removal of the bulletin boards and  
30 cancellation of bulletin board privileges.

1     **3.35 CHILD CARE VOUCHERS**

2     Employees shall be eligible to participate in a voucher program, which will enable child care  
3     expenses to be paid with pre-tax income. Such program will be administered by a vendor, to be  
4     selected by Milwaukee County, and shall be in conformance with State and Federal regulations.  
5

6     **3.36 SHERIFF'S DEPARTMENT GYMNASIUM**

7     Bargaining unit employees shall be exempt from the annual fee to be assessed for the use of the  
8     Milwaukee County Sheriff's Gymnasium.  
9

10    **3.37 DIRECT PAYROLL DEPOSIT**

11    All employees in the bargaining unit shall utilize The Milwaukee County Direct Deposit  
12    Program.  
13

14    **3.38 CANINE ASSIGNMENTS**

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

26       (a)     **Employees (K-9 Handlers)**

27             That are given a daily worksite assignment/deployment that requires them  
28             to be in that position for a full eight (8) hours, that employee shall receive  
29             seven (7) hours of STH for the worksite and one (1) hour of OTH for the  
30             worksite assignment and one (1) hours of STH canine time for the day.

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

13  
14 **PART 4**

15  
16 **4.01 FAIR SHARE AGREEMENT**

- 17 (1) The County agrees to deduct from the paycheck of each employee who has  
18 voluntarily signed and filed a payroll deduction card with the Central Payroll  
19 Division, Department of Administration, the amount certified in writing by the  
20 Association Treasurer to the Department of Labor Relations, at least fifteen (15)  
21 days prior to the start of the pay period when the change is to occur. The amount  
22 to be deducted shall be transmitted to the Treasurer of the Association within ten  
23 (10) days after such deduction is made. Checkoff may be terminated by written  
24 notice from the employee and shall take effect ninety (90) days after receipt of  
25 such notice. Any increase or decrease in dues to be deducted shall be certified by the  
26 Association at least fifteen (15) days before the start of the pay period the increased  
27 deduction is to be effected.
- 28 (b) In order to insure that any such deduction represents the proportionate  
29 share of each employee in the bargaining unit of the cost of collective  
30 bargaining and contract administration, it is agreed as follows:
- 31 1. That prior to the implementation of the Agreement the Milwaukee

1 Deputy Sheriffs' Association shall submit to the County a schedule  
2 of monthly dues uniformly levied.

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

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

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

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

1 other interference with County operations, and/or to order its members back to  
2 work, shall constitute an admission on the Association's part that such strike,  
3 work stoppage, slowdown or other interference with County operations is  
4 authorized.

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

17  
18 During the pendency of any action brought challenging the provisions of this fair share  
19 agreement or the right of the Association and the County to enter into such an agreement, all  
20 sums which the County has agreed to deduct from the earnings of employees covered by the  
21 agreement and transmit to the treasurer of the Milwaukee Deputy Sheriffs' Association, except  
22 sums deducted pursuant to voluntary checkoff cards on file with the employer, shall be placed in  
23 trust pending the ultimate disposition of such action. In the event the outcome of such action  
24 favors the continuance of the fair share agreement, the monies held in trust, together with the  
25 interest earned thereon, shall be paid to the Association upon entry of judgment in such action.

26  
27 **4.02 DUES CHECKOFF**

28 (1) The County agrees to deduct from the paycheck of each employee who has signed  
29 and filed a payroll deduction card with the Central Payroll Division, Department  
30 of Administration, the amount certified in writing by the Association Treasurer to  
31 the Department of Labor Relations, at least fifteen (15) days prior to the start of

1 the pay period when the change is to occur. The amount to be deducted shall be  
2 transmitted to the Treasurer of the Association. Checkoff may be terminated by  
3 written notice from the employee and shall take effect ninety (90) days after  
4 receipt of such notice.

5 (2) The County agrees to provide the Association with a list of the names and  
6 addresses of all active bargaining unit employees twice per year and a list of  
7 names and addresses of all retired employees once per year.

8 (3) The Association agrees to pay to the County for such service a sum equal to five  
9 dollars (\$5.00) per average member per year.

10  
11 **4.03 ASSOCIATION OFFICE SPACE**

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

14  
15 **4.04 AFFIRMATIVE ACTION STATEMENT**

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

21  
22 By the inclusion of the foregoing language, the Milwaukee Deputy Sheriffs' Association  
23 reserves any and all rights which it may have to seek clarification of the impact of the consent  
24 order in Civil Action No. 74-C-374 in the case of Johnnie J. Jones, et al., vs. Milwaukee County,  
25 et al, in the United States District Court for the Eastern District of Wisconsin; and to the extent  
26 that the United States District Court for the Eastern District of Wisconsin shall modify the  
27 decision in the referenced case, or provide interpretation of the decision in the referenced case,  
28 the rights and opportunities of the Association regarding affirmative action shall be modified  
29 accordingly.



1     **4.05 COLLATERAL AGREEMENTS**

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

4  
5     Agreements of this type will be entered into only by the President of the Association.

6  
7     Since the County has no awareness of the internal mechanisms for the authorization within the  
8     constituent Association, the signature of the President, when applicable, on any document  
9     reflecting an Agreement with the County shall be binding, it being assumed that such  
10    Association officer has either received authorization from his Association to execute the  
11    document or has determined in his judgment that the matters under consideration are not of such  
12    grave consequence as to require membership ratification. The same presumption shall apply to  
13    the signature of the County official with whom the understanding has been negotiated.

14  
15    Management and the Association will keep each other apprised of the names of officials and  
16    administrators who may be involved in the procedure outline.

17  
18    All present collateral agreements shall remain in effect for the life of this Agreement except as  
19    otherwise provided in said agreements.

20  
21    All collateral agreements shall be executed by the appropriate County official and authorized and  
22    signed by the Director of Labor Relations.

23

24

**PART 5**

25

26    **5.01 GRIEVANCE PROCEDURE**

27    (1)    **APPLICATION:** The grievance procedure shall not be used to change existing  
28    wage schedules, hours of work, working conditions, fringe benefits, and position  
29    classifications established by ordinances and rules which are matters processed  
30    under other existing procedures. Any disputes that arise between the Association  
31    and the County including employee grievances shall be resolved under this section.

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

3 (2) REPRESENTATIVES: An employee may be represented at any step in the  
4 procedure by Association representatives (not to exceed two) of his/her choice.  
5 However, representative status shall be limited at all steps of the procedure to  
6 those persons officially identified as representatives of the Association. The  
7 Association shall maintain on file with the County a listing of such Association  
8 officials.

9 (3) TIME OF HANDLING: Whenever practical, grievances will be handled during  
10 the regularly scheduled working hours of the parties involved. The Association  
11 and the County shall mutually agree to a time and place for hearing the grievance.

12 (4) TIME LIMITATIONS: If it is impossible to comply with the time limits  
13 specified in this procedure, for any reason, these limits may be extended by  
14 mutual consent in writing. If any extension is not agreed upon by the parties  
15 within the time limits herein provided or a reply to the grievance is not received  
16 within time limits provided herein, the grievance shall be appealed directly to the  
17 next step of the procedure. "Working days" shall be defined as Monday through  
18 Friday excluding Saturdays, Sundays, and holidays set forth in Section 3.15(3).

19 (5) SETTLEMENT OF GRIEVANCES: Any grievance shall be considered settled at  
20 the completion of any step in the procedure if the Association and the County are  
21 mutually satisfied. Dissatisfaction is implied in recourse from one step to the  
22 next.

23 (6) FORMS: There are two separate forms used in processing a grievance:

- 24 (a) Grievance Initiation Form;
- 25 (b) Grievance Disposition Form;

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

1 readily available to all employees.

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

- 3 1. The employee alone or with his/her Association Representative  
4 shall cite the precise rule, regulation or contract provision that was  
5 alleged to have been violated at the first step of the grievance  
6 procedure.
- 7 2. The employee alone or with his/her Association Representative  
8 shall in writing provide his/her immediate supervisor designated to  
9 hear grievances an explanation as to when, where, what, who, and  
10 why the employee believes that his/her contractual rights have  
11 allegedly been violated. The written Grievance Initiation Form  
12 shall contain the date or time that the employee alleges that his/her  
13 contractual rights have been violated.
- 14 3. The employee alone or with his/her Association Representative  
15 shall detail, in writing, the relief the employee is requesting.
- 16 4. If more space is required than is provided for on the Grievance  
17 Initiation Form in order to comply with the provisions of this  
18 section, the employee shall be permitted to submit written  
19 attachments to said form.
- 20 5. The Grievance Initiation Form shall be prepared by the employee  
21 or with his/her Association Representative in a manner that is neat,  
22 clear, and discernible. The grievant(s) must sign the grievance.  
23 Failure of the grievant(s) to sign the grievance shall bar the  
24 grievance from being processed.
- 25 6. If the employee alone or with his/her Association Representative  
26 fails to follow section 5.01(6)(c) 1,2,3,4, or 5, the employee's  
27 immediate supervisor designated to hear grievances may return the  
28 Grievance Initiation Form to the employee for corrections. If the  
29 employee fails to make the corrections within 15 days of such  
30 return, the grievance shall be barred.
- 31 7. The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to clarify

1 the procedure to be followed. These procedures are to assist the  
2 employee, the Association and management in the resolution of  
3 grievances at their lowest level of the grievance procedure.

4 (7) STEPS IN THE PROCEDURE

5 (a) STEP 1

- 6 1. The employee alone or with his/her representative shall explain the  
7 grievance verbally to the person designated to respond to employee  
8 grievances in his/her department.  
9 2. The person designated in Par. 1. shall within three (3) working  
10 days verbally inform the employee of his/her decision on the  
11 grievance presented.  
12 3. If the supervisor's decision resolves the grievance, the decision  
13 shall be reduced to writing on a Grievance Disposition Form  
14 within five (5) working days from the date of the verbal decision  
15 and a copy of said disposition shall be immediately forwarded to  
16 the Director of Labor Relations.

17 (b) STEP 2

- 18 1. If the grievance is not settled at the first step, the employee alone  
19 or with his/her representative shall prepare the grievance in writing  
20 on the Grievance Initiation Form and shall present such form to the  
21 person designated in Step 1 to initial as confirmation of his/her  
22 verbal response. The employee alone or with his/her  
23 representative shall fill out the Grievance Initiation Form pursuant  
24 to Section 5.01 (6)(c) 1,2,3,4,5,6,7, of this Agreement.  
25 2. The employee or his/her representative after receiving  
26 confirmation shall forward the grievance to his/her appointing  
27 authority or the person designated by him/her to receive grievances  
28 within fifteen (15) working days of the verbal decision. Failure of  
29 the person designated or the appointing authority to provide  
30 confirmation shall not impede the timeliness of the appeal.  
31 3. The person designated in Step 2, paragraph 2, will schedule a

1 hearing with the person concerned and within fifteen (15) working  
2 days from date of service of the Grievance Initiation Form, the  
3 Hearing Officer shall inform the aggrieved employee, the Director  
4 of Labor Relations, and the Association in writing of his/her  
5 decision.

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

9 5. The second step of the grievance procedure may be waived by  
10 mutual consent of the Association and the Director of Labor  
11 Relations. If the grievance is not resolved at Step 2 as provided,  
12 the Association shall appeal such grievance within thirty (30)  
13 working days from the date of the second step grievance  
14 disposition to Step 3.

15 (c) STEP 3

16 1. The Director of Labor Relations or his/her designee shall attempt  
17 to resolve all grievances timely appealed to the third step. The  
18 Director of Labor Relations or his/her designee shall respond in  
19 writing to the Association within thirty (30) working days from the  
20 date of receipt by the Director of Labor Relations of the Step 2  
21 appeal.

22 2. In the event the Director of Labor Relations or his/her designee  
23 and the appropriate Association representative mutually agree to a  
24 resolve of the dispute it shall be reduced to writing and binding  
25 upon all parties and shall serve as a bar to further appeal.

26 3. The Step 3 of the grievance procedure shall be limited to the  
27 Director of Labor Relations or his/her designee and the appropriate  
28 Association representative and one of his/her designee, an  
29 Attorney for the Association and representatives of the Sheriff  
30 designated to respond to employee grievances. The number of  
31 representatives at any Step 3 hearing may be modified by mutual

1 consent of the parties.

2 4. The first and second step hearing officers shall forward a copy of  
3 the disposition to the Department of Labor Relation at the same  
4 time they notify the grievants of their disposition.

5 (8) Grievances designated for arbitration shall be appealed to the Wisconsin  
6 Employment Relations Commission within thirty (30) calendar days of the date of  
7 the written response from Step 3. The Association shall, in writing, notify the  
8 Director of Labor Relations or his/her designee within forty-eight (48) hours prior  
9 to the arbitration hearing the names of the employees the Association wishes to  
10 have released for the arbitration hearing. The release of said employees shall be  
11 subject to review by the Director of Labor Relations or his/her designee and shall  
12 be subject to mutual agreement of both the Association and the Director of Labor  
13 Relations or his/her designee. The release of employees shall not be unreasonably  
14 denied.

15 (9) No grievance shall be initiated after the expiration of (60) calendar days from the  
16 date of the grievable event, or the date on which the employee becomes aware, or  
17 should have become aware, that a grievable event occurred, whichever is later.  
18 This clause shall not limit retroactive payment of economic benefits for which it  
19 has been determined the County is liable nor would it prohibit a prospective  
20 adjustment of an ongoing situation.

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

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

30 (12) In those cases in which an employee elects not to be represented by Association  
31 spokesmen, the grievance shall not be resolved in a manner inconsistent with the

1 existing collective agreement.

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

4

5 **5.02 SELECTION OF ARBITRATOR**

6 (1) **SELECTION OF ARBITRATOR**

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

11 (2) **HEARINGS**

12 (a) The Arbitrator shall have the authority upon referral of a grievance to  
13 investigate such grievance in such manner as in his judgment will apprise  
14 him of all of the facts and circumstances giving rise to such grievance to  
15 enable him to reach a decision. The Arbitrator shall have the authority to  
16 conduct hearings and to request the presence of witnesses. At such  
17 hearings both the County and the Association may be represented by  
18 counsel and may call witnesses to testify in their behalf. Either party may  
19 request that a transcript of the proceedings be made. Any expenses  
20 incurred for witness fees or for the cost of the reporter and the preparation  
21 of transcript shall be borne by the party requesting the same, unless the  
22 parties by mutual agreement consent to share such costs. The fees of the  
23 Arbitrator shall be split equally by the parties. The Arbitrator shall  
24 complete his investigation within a reasonable period of time and file his  
25 decision and the reasons therefore in writing with the Department of Labor  
26 Relations and the Association.

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

31 (c) Any time prior to the filing of the Arbitrator's award with the Department

1 of Labor Relations and the Association, either party may petition the  
2 Arbitrator to reopen the record for the purpose of presenting additional  
3 evidence.

4 (3) INTERPRETATION OF AGREEMENT

5 Any disputes arising between the parties out of the interpretation of the provisions  
6 of this Agreement shall be discussed by the Association with the Department of  
7 Labor Relations. If such dispute cannot be resolved between the parties in this  
8 manner, either party shall have the right to refer the dispute to arbitration in the  
9 manner prescribed in Par. (2)(a) above, except as hereinafter provided. The  
10 parties may stipulate to the issues submitted to such Arbitrator either orally or in  
11 writing, their respective positions with regard to the issue in dispute. The  
12 Arbitrator shall be limited in his deliberations and decision to the issues so  
13 defined. The decision of the Arbitrator shall be filed with the Department of  
14 Labor Relations and the Association.

15 (4) ARBITRATOR'S AUTHORITY

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

20 (5) FINAL AND BINDING

21 The decision of the Arbitrator when filed with the parties shall be binding on both  
22 parties.

23

24 5.03 BARGAINING TIME

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



1 **5.04 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER WISCONSIN**

2 **STATE STATUTE 63.10**

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

9  
10 **5.05 REPRESENTATION AT DISCIPLINARY HEARINGS**

11 (1) If a meeting is called by the Sheriff or his/her designee or the sole  
12 purpose of considering the imposition of discipline and the affected member is offered the option of  
13 attending either in person or by electronic means, the member shall be entitled to Association  
14 representation under the terms of the MDSA Agreement Section 5.05, and the MDSA  
15 representative shall have the right to speak and address the Sheriff or his/her designee pursuant  
16 to the language contained in 5.05(2)(b) of the MDSA Agreement.

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

18 (a) At the meeting before the appointing authority or his designee, the  
19 employee may be represented by one Association official.

20 (b) The meeting shall not be an adversarial proceeding. The employee shall  
21 not be entitled to have witnesses appear on his behalf nor shall the  
22 employee or his representative be entitled to interrogate, cross-examine or  
23 harass any person appearing at such hearing. The Association official may  
24 bring to the attention of the appointing authority or his designee any facts,  
25 which he considers relevant to the issues and may recommend to the  
26 appointing authority what he considers to be an appropriate disposition of  
27 the matter.

28 (c) It shall be the obligation of the employee to make arrangements to have  
29 his Association representative present at the time the meeting is set by the  
30 appointing authority or his designee. Written notice of the meeting shall  
31 be provided to the employee not less than 48 hours prior to such meeting.

- 1           The inability of the employee to secure the services of any Association  
2           representative shall not be justification for adjourning such hearings  
3           beyond the date and time originally set by the appointing authority.
- 4           (d)   The County agrees to provide a copy of the investigative file to the subject deputy  
5           when the assigned County investigator has completed the investigation (i.e. before  
6           the Sheriff renders discipline), upon request and at the affected deputy sheriff's  
7           or the Association's expense.
- 8           (e)   The County agrees to provide Association attorneys a digital copy of the member's  
9           personnel and discipline file at no expense via electronic upload within ten (10)  
10          calendar days from the notice of discipline receipt of a signed request from the  
11          Member-employee and after notice of discipline.
- 12          (f)   MDSA members and/or and MDSA representative may continue to submit a  
13          statement for review at the conclusion of the County investigation (i.e. before any  
14          discipline is rendered), but must do so on or before the date provide by the Agency,  
15          unless the Parties mutually agree to alter the submission date.
- 16          (g)   Nothing contained herein shall in any way limit the authority of the  
17          employer to impose summary discipline where the circumstances warrant  
18          such action.

19

20   **5.06 INTERVIEWS RELATED TO EMPLOYEE DISCIPLINE**

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

- 24          (1)   The County shall provide advance notice to the employee under investigation and the  
25          Association President of: (1) investigation interview date and time; (2) the alleged misconduct;  
26          and (3) the nature of the investigation prior to any interview.
- 27          (2)   At the request of the employee, he or she may be represented by a representative  
28          of his or her choice with whom he or she may consult at all reasonable times  
29          during the interview. Evidence obtained during the course of an interview not  
30          conducted in accordance with the above section may not be utilized in any  
31          subsequent disciplinary proceeding against the employee. No employee may be

1 discharged, disciplined, demoted or denied promotion, or reassignment, or  
2 otherwise discriminated against in regard to employment, or threatened with any  
3 such treatment, by reason of the exercise of the rights under this section. The  
4 rights under this section shall not be diminished or abridged by any ordinance or  
5 provision of any collective bargaining agreement.

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

10  
11 **5.07 PAID RELEASE TIME**

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

15 (1) The purpose of this Section is to provide for paid release time for the President of  
16 the MDSA during the normal workweek (Monday-Friday) and during the normal  
17 workday (first shift).

18 (2) The MDSA acknowledges that the Sheriff or his designee has the authority to  
19 determine for Deputy Sheriffs, including the President of the MDSA, their  
20 bureau/division assignments, and shift assignments, within the parameters of  
21 sections 3.25 through 3.28 of the current memorandum of Agreement.

22 (3) That the Office of the Sheriff will provide that the President of MDSA will be  
23 granted a designated period of time during which he/she can conduct union  
24 business on each scheduled work day that falls on a Monday through Friday.

25 (4) The following specifics will control the use of the release time:

- 26 (a) On each weekday the President of the Association is scheduled for  
27 regular duty on the day shift he shall be scheduled to work six (6) hour  
28 shifts at the worksite and shall be paid two (2) hours of straight time pay,  
29 designated as MDSA release time, at the regular hourly rate of pay in  
30 effect, resulting in his being paid for eight (8) hours but only working six  
31 (6) hours at the worksite;

- 1 (b) The person holding the Office of President of the MDSA will be entitled  
2 to an assignment selected by the Sheriff, on first shift, regardless of his  
3 seniority;
- 4 (c) The release time will be for the purpose of conducting non-political union  
5 business including, but not limited to, representing MDSA members in  
6 disciplinary matters; attending public meetings that directly relate to  
7 collective bargaining; and general contract administration;
- 8 (d) The release time will occur at the end of the regularly scheduled shift and  
9 will not be unreasonably denied;
- 10 (e) In the event the President is required to continue working beyond the  
11 regular departure time for more than thirty (30) minutes he will be given  
12 an additional two (2) hours off with pay on his next regularly scheduled  
13 work day;
- 14 (f) When the President of the MDSA exercises her/his release time option no  
15 other member of the MDSA executive board, including trustees, may be  
16 released while on duty for union business without the consent of the  
17 Sheriff or his designee, except as provided in MCGO 17.205;
- 18 (g) Release time will not be considered hours worked for purposes of  
19 calculating overtime;
- 20 (h) Release time will count in computing sick, holiday, vacation, personal  
21 and/or compensatory time off with the banked time reduced by eight (8)  
22 hours, No paid leave in increments of less than eight (8) hours will be  
23 permitted on days with release time scheduled. Release time will be  
24 considered pensionable in terms of final average salary calculations.

25  
26 PART 6

27  
28 **6.01 ENTIRE AGREEMENT**

29 The foregoing constitutes the entire Agreement between the parties by which the parties intended  
30 to be bound and no verbal statement shall supersede any of its provisions. All existing  
31 ordinances and resolutions of the Milwaukee County Board of Supervisors affecting wages,

1 hours and conditions of employment not inconsistent with this Agreement are incorporated  
2 herein by reference as though fully set forth. To the extent that the provisions of this Agreement  
3 are in conflict with existing ordinances or resolutions, such ordinances and resolutions shall be  
4 modified to reflect the agreements herein contained.

5

6 **6.02 SAVING CLAUSE**

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

**APPENDIX A  
Deputy Sheriffs' Association Wage Rates**

**Deputy Sheriff Wage Schedule**

Step	1/1/2020	Step	1/1/21	7/1/21	1/1/22	1/1/23	7/1/23
1	\$27.74						
2	\$28.97	1	\$29.55	\$29.85	\$31.35	\$32.30	\$32.79
3	\$30.18	2	\$30.79	\$31.10	\$32.66	\$33.64	\$34.15
4	\$31.41	3	\$32.04	\$32.37	\$33.99	\$35.01	\$35.54
5	\$32.64	4	\$33.30	\$33.64	\$35.33	\$36.39	\$36.94
6	\$33.85						
7	\$35.07	5	\$35.78	\$36.14	\$37.95	\$39.09	\$39.68
8	\$36.28	6	\$37.01	\$37.39	\$39.26	\$40.44	\$41.05

**Deputy Sergeant Wage Schedule**

Step	1/1/2020	1/1/21	7/1/21	1/1/22	1/1/23	7/1/23
1	\$34.11	\$34.80	\$35.15	\$36.91	\$38.02	\$38.60
2	\$35.05	\$35.76	\$36.12	\$37.93	\$39.07	\$39.66
3	\$35.83	\$36.55	\$36.92	\$38.77	\$39.94	\$40.54
4	\$36.83	\$37.57	\$37.95	\$39.85	\$41.05	\$41.67
5	\$37.79	\$38.55	\$38.94	\$40.89	\$42.12	\$42.76
6	\$38.70	\$39.48	\$39.88	\$41.88	\$43.14	\$43.79
7	\$39.94	\$40.74	\$41.15	\$43.21	\$44.51	\$45.18

**SIGNATURE PAGE FOLLOWS**