

EXECUTED

**2009-2012
AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

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

2009 - 2012
DEPUTY SHERIFFS' ASSOCIATION

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2009-2012
AGREEMENT BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION

* * * * *

PART 1

1.01 RECOGNITION

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

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

1.02 MANAGEMENT RIGHTS

The County of Milwaukee retains and reserves the sole right to manage its affairs in accordance with all applicable laws, ordinances, regulations and executive orders.

Included in this responsibility, but not limited thereto, is:

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

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

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

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

24
25 **1.03 RANDOM DRUG TESTING**

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

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3 **PART 2**

4 **2.01 DURATION OF AGREEMENT**

5 The provisions of this Agreement shall become effective January 1, 2009 and
6 shall expire December 31, 2012. The initial bargaining proposals for a successor
7 agreement of each party shall be exchanged on October 15, 2012 and negotiations shall
8 conclude December 31, 2012. This timetable is subject to adjustment by mutual
9 agreement of the parties consistent with the progress of negotiations.

10 **PART 3**

11
12 **3.01 WAGES**

- 13 (1) All new hires in the classification of Deputy Sheriff I and Deputy Sheriff I
14 (Bilingual)(Spanish), pay range 17BZ shall be hired in step one of pay
15 range 17BZ.
- 16 (2) Movement from one step in the new pay range to the next higher step
17 shall be based upon meritorious performance and upon completion of a
18 satisfactory performance appraisal by the appointing authority or his/her
19 designee after completion of 2,080 straight time hours paid at a step.
20 Effective January 1, 2012, all step increases provided for in Chapter 17 of
21 the Milwaukee County General Ordinances, and this MOA are eliminated
22 for a twelve (12) month period, January 1, 2012, through December 31,
23 2012.
- 24 (3) The following listed employees, who are assigned to the Criminal
25 Investigation Bureau (CIB) upon ratification of the contract, shall be paid
26 an additional fifty cents (\$.50) per hour for all hours credited in that
27 bureau and shall remain assigned to the CIB as long as cause does not
28 exist for their reassignment.

DEPUTY SHERIFF II ¹ (Listed by bureau assignment)

Nilsen, Jon	Fischer, Darrell
Wolf, Steven	Burch, Kristina
Kostopulos, Mariellen	Patane, Cheryl
Mohr, Kenneth	Anderson, Brian

- (4) Effective Pay Period 24, 2012, (October 28, 2012), a four percent (4%) across-the-board base rate of pay increase.

3.02 OVERTIME

- (1) All time credited in excess of eight (8) hours per day or forty (40) hours per week shall be paid in cash at the rate of one and one-half (1½) times the base rate, except that employees assigned to continuous jury sequestration shall be paid sixteen (16) hours at their base rate and eight (8) hours at the rate of one and one-half (1½) times the base rate for each 24-hour period of uninterrupted duty, and except that first shift hours worked in excess of forty (40) per week shall be paid at the rate of one and one-half (1½) times the base rate.
- (2) Overtime needs and required staffing levels shall be determined by the Sheriff.
- (3) All scheduled overtime shall be assigned within classification as follows:
- (a) Employees shall volunteer for overtime and their names shall be placed on a list in seniority order within each work unit.
 - (b) When necessary to schedule overtime the assignment shall be rotated by seniority among all volunteers on the list within the work unit where the overtime is being scheduled.
 - (c) In the event an employee refuses to accept an overtime assignment or there are insufficient volunteers for the work unit where overtime is required, the least senior employee in the classification in the work unit shall be required to work the overtime assignment.

¹ Subject to adjustment for oversight of encumbent in such assignment.

- 1 (d) Employees will not be scheduled for overtime when they are
2 liquidating accrued time off or during an approved leave of
3 absence or disciplinary suspension.
- 4 (e) For an event identified by the Sheriff as a Special Event, the above
5 procedure shall be utilized on a departmental basis. In the event
6 there are insufficient volunteers for a Special Event overtime
7 assignment the Sheriff shall rotate in the inverse order of seniority
8 among all employees in the department in the classification.
- 9 (f) Employees shall not be permitted to volunteer to work during a
10 period of scheduled vacation, personal time, holiday time or
11 compensatory time unless approved to work by the Sheriff.
12 However, for Special Events as defined in (e) above, employees
13 shall have the opportunity to work overtime hours in accord with
14 the above procedures when they are on vacation, on their normal
15 off-days, or are using holiday or personal days only under the
16 condition that the Sheriff's Department is under contract to be
17 reimbursed for the non-tax levy overtime expense incurred for the
18 Special Event.
- 19 (4) Employees shall have the option of accumulating one hundred twenty
20 (120) hours of compensatory time, exclusive of holidays, in lieu of cash,
21 within twenty six (26) pay periods, provided that such compensatory time
22 may be liquidated only with the consent of the department head and if the
23 County determines staffing is adequate and if no overtime assignment will
24 result employees will be allowed to liquidate their accrued compensatory
25 time. If, because of the needs of the department, such compensatory time
26 is not liquidated within the time limited, the unliquidated balance shall be
27 compensated in cash.
- 28 (5) Any overtime in excess of thirty-two (32) additional hours worked in a
29 pay period will require the advanced approval of the Sheriff or his
30 designee.
- 31

1 **3.03 CALL IN PAY**

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

7
8 **3.04 STANDBY PAY**

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

13
14 **3.05 RETIREE HEALTH TRUST**

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

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1. The retiree’s death provided, however, the spouse and dependents, if any, may continue to participate in the County’s health insurance plans.
 2. The retiree obtains other employment and obtains health insurance from the new employer.
- (b) It is understood by the parties that the elimination as of December 31, 2005 of the longevity provisions contained in Section 3.05 of the 2004 Memorandum of Agreement was agreed to in return for the Employer’s agreement to fund the Trust, effective January 1, 2006 as set forth in Section 3.05(2) paragraph (d).
- (c) An active member of the bargaining unit who accepts a position within the Sheriff’s Department but is no longer a member of the bargaining unit, may continue to be eligible to receive benefits under this section when such employee receives a retirement benefit from the Milwaukee County Retirement System, hereinafter referred to as the “Retirement System”, provided such employee meets the other eligibility requirements for such payment, and provided that the employee contributes an amount to the fund on January 1st of each year after accepting such position equal to the amount that would be contributed to the fund on his/her behalf if they stayed in the bargaining unit. Employees who accept a position with the Sheriff’s Department but outside the bargaining unit who do not wish to continue their contributions to the fund, shall forfeit and waive the benefits provided for by the Trust and shall forfeit and waive any claim to any longevity and/or formula payment referred to in Section 3.05 (2).
- (d) Following the thirteenth pay period and based on the number of active employees in the thirteenth pay period, the County shall submit to the Trust in one check an amount of money which equals

1 the sum of subparagraphs one through four below for all active
2 employees:

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

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

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

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

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

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

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

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

35

1 **3.06 UNIFORM ALLOWANCE**

2 (1) Uniform allowance shall be paid by separate check to all employees in the
3 bargaining unit as follows:

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

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

14 (2) From January 1, 2012 through December 31, 2012, notwithstanding any
15 other provisions of the MOA no employee shall receive any Uniform
16 Allowance. The intent of this section is to temporarily suspend Uniform
17 Allowance for one (1) year (2012).

18
19 **3.07 EDUCATIONAL BONUS**

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

23 \$125.00 per year for 16 credits

24 \$175.00 per year for 28 credits

25 \$225.00 per year for 40 credits

26 \$275.00 per year for 52 credits

27 \$325.00 per year for 64 credits

28 \$500.00 for Associate Degree or 75 credits

29 \$750.00 for Bachelors Degree

30 These payments shall be made on an annual basis as soon as
31 possible after December 31 of the current year. No payments will be

1 made to employees for any year in which they do not remain in the
2 employ of the Sheriff's Department for the full calendar year.

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

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

- 9 (2) No employee will be eligible for these salary payments unless he has a
10 minimum of 5 years' service as a Deputy Sheriff I, Deputy Sheriff I
11 (Bilingual)(Spanish), or Deputy Sheriff Sergeant with Milwaukee County.
- 12 (3) These payments shall not be used in the calculation of overtime premium
13 pay or in the calculation of pension benefits.
- 14 (4) Courses approved for which payment will be made under these provisions
15 will be as follows:
- 16 (a) The courses of study taken at any educational institution by the
17 North Central Accrediting Association which lead to a degree in
18 Criminal Justice, Law Enforcement or Applied Science in Police
19 Science Technology.
- 20 (b) Individual courses taken at other colleges and universities that are
21 acceptable for transfer by Marquette University, the Milwaukee
22 Area Technical College or the University of Wisconsin-Milwaukee
23 to meet requirements for an Associate or Baccalaureate Degree in
24 Law Enforcement or Police Science Technology shall be
25 acceptable.

26
27 **3.08 HAZARDOUS DUTY ALLOWANCE**

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

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

- 6 (2) From January 1, 2012 through December 31, 2012, notwithstanding any
7 other provisions of the MOA no employee shall receive any Hazardous
8 Duty Allowance. The intent of this section is to temporarily suspend
9 Hazardous Duty Allowance for one (1) year (2012).

10
11 **3.085 EXPOSURE TO INFECTIOUS DISEASES**

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

15
16 **3.09 TEMPORARY ASSIGNMENTS**

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

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

28 (b) Such employee works in the higher classification for not less than
29 three (3) consecutive scheduled working days. Paid time off shall
30 not be included in the computation of the three (3) consecutive

1 scheduled working days but said days shall not be interrupted
2 thereby and

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

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

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

21 (a) Employees shall be scheduled to work seven (7) hour shifts at the
22 worksite and shall be paid one (1) hour of straight time pay,
23 designated as canine time at their regular hourly rate in effect,
24 resulting in being paid for eight (8) hours but only working seven
25 (7) hours at the worksite.

26 (b) Employees shall receive one (1) hour of straight time pay on their
27 off days, resulting in being paid for a total of seven (7) hours of
28 canine time each work week.

29 (c) When employees are using sick, holiday, vacation, personal, and/or
30 compensatory time off, said time-banks will be depleted by seven
31 (7) hours.

1 (d) When employees are required to work overtime at the worksite, the
2 employees shall receive overtime pay after working seven (7)
3 hours.

4 (e) Employees shall receive reimbursement for all mileage driven in
5 their personal vehicle for travel to and from work with their
6 canines, at the IRS mileage rate in effect at the time. The mileage
7 reimbursement shall occur monthly.
8

9 **3.10 TRAVEL EXPENSES**

10 Employees required to travel outside Milwaukee County in the performance of
11 duty shall be reimbursed for expenses incurred in accordance with the provisions of
12 §56.05 C.G.O.

13 On the first and last day of any travel authorized for members of the bargaining
14 unit, the employee(s) shall present receipts reflecting the actual expenses, not exceeding
15 the per diem rate.
16

17 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

18 (1) Effective January 1, 2012, all employees will be covered by the 2012
19 Milwaukee County Health Insurance Plan, as outlined in the 2012 County
20 Budget and as to be adopted into Chapter 17 of the General Ordinances of
21 the County of Milwaukee.

22 (2) 2012 Milwaukee County Health Insurance Plan shall pay a monthly amount
23 toward the monthly cost of health insurance as described below:

24 (a) Effective January of 2012 employees enrolled in the 2012
25 Milwaukee County Health Insurance Plan shall pay Eighty-five
26 (\$85.00) per month toward the monthly cost of a single plan and one
27 hundred seventy (\$170.00) per month toward the monthly cost of a
28 family plan.

29 (2) In the event an employee who has exhausted accumulated sick leave is
30 placed on leave of absence without pay status on account of illness,
31 the County shall continue to pay the monthly cost or premium for

1 the Health Plan chosen by the employee and in force at the time
2 leave of absence without pay status is requested, if any, less the
3 employee contribution during such leave for a period not to exceed
4 one (1) year. The 1-year period of limitation shall begin to run on
5 the first day of the month following that during which the leave of
6 absence begins. An employee must return to work for a period of
7 sixty (60) calendar days with no absences for illness related to the
8 original illness in order for a new 1-year limitation period to
9 commence.

- 10 (3) Coverage of enrolled employees shall be in accordance with the monthly
11 enrollment cycle administered by the County.
- 12 (4) Eligible employees may continue to apply to change their health plan to one
13 of the options available to employees on an annual basis. This open
14 enrollment shall be held at a date to be determined by the County and
15 announced at least forty-five (45) days in advance.
- 16 (5) Upon the death of any retiree, only those survivors eligible for health
17 insurance benefits prior to such retiree's death shall retain continued
18 eligibility for the Employee Health Insurance Program.
- 19 (6) Employees hired prior to July 1, 1995, upon retirement shall be allowed to
20 continue in the County Group Health Benefit Program and the County shall
21 pay the full monthly cost of providing such coverage, in accordance with
22 Chapter 17 of the General Ordinances of the County of Milwaukee, §17.14
23 and any other applicable ordinance or section. To be eligible for this
24 benefit, an employee must have fifteen (15) years or more of creditable
25 service as a County employee. Employees hired on and after July 1, 1995
26 may upon retirement opt to continue their membership in the County Group
27 Health Benefit Program upon payment of the full monthly cost.
- 28 (7) Each calendar year, the County shall pay a cash incentive of five hundred
29 dollars (\$500.00) per contract (single or family plan) to each eligible
30 employee who elects to dis-enroll or not to enroll in a Milwaukee County
31 Health Plan. Any employee who is hired on and after January 1, 1994 and

1 who would be eligible to enroll in health insurance under the present
2 County guidelines who chooses not to enroll in a Milwaukee County health
3 plan shall also receive five hundred dollars (\$500.00). Proof of coverage in
4 a non-Milwaukee County group health insurance plan must be provided in
5 order to qualify for the five hundred dollars (\$500.00) payment. Such proof
6 shall consist of a current health enrollment card.

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

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

23 (8) Effective January 2012, active employees with health care benefits (those
24 who pay monthly health care premiums) will receive an automatic
25 contribution to a Flexible Spending Account (FSA) of \$500 for single,
26 \$1,000 for a two-member family, and \$1,500 for family plans. Unused FSA
27 monies at the end of the year will flow back to Milwaukee County.

28 (9) The County shall provide a Dental Insurance Plan equal to and no less
29 than is currently available to employees. Bargaining unit employees hired
30 on or after February 28, 1991 and each eligible employee enrolled in the
31 Milwaukee County Dental Benefit Plan shall pay two dollars (\$2.00) per

1 month toward the cost of a single plan, or six dollars (\$6.00) per month
2 toward the cost of a family plan. Employees may opt not to enroll in the
3 Dental Plan.

4
5 **3.12 LIFE INSURANCE**

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

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

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

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

24
25 **3.13 DEFERRED COMPENSATION**

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

1 **3.14 VACATION**

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

5 After 1 year 80 hours

6 After 5 years 120 hours

7 After 10 years 160 hours

8 After 15 years 200 hours

9 After 20 years 240 hours

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

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

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

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

1 For purposes of this section, shift shall mean:

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

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

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

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

8
9 **3.15 PERSONAL HOURS – HOLIDAYS**

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

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

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

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

29 (3) The following days of each year are holidays: January 1; the third
30 Monday in January; the third Monday in February; the last Monday in
31 May; July 4; November 11; the fourth Thursday in November; the fourth

1 Friday in November, December 25; Labor Day; and the day of holding the
2 general election in November in even-numbered years.

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

12
13 **3.16 SICK LEAVE**

- 14 (1) Employees shall earn a leave of absence with pay because of illness or
15 other special causes at the following rates, subject to the provisions of
16 s.17.18, C.G.O., and based upon years of continuous service:
- 17 (a) Less than 5 years – 4.6 hours per pay period;
 - 18 (b) After 5 years – 3.7 hours per pay period;
 - 19 (c) All employees hired on or after January 4, 1970 – 3.7 hours
20 per pay period.
- 21 (2) In addition to other causes set forth in s.17.18(4), C.G.O., sick leave may
22 be taken for the purpose of enabling employees to receive non-emergency
23 medical attention during duty hours. Such leave may be allowed for
24 scheduled appointments for any type of medical or dental care.

25 This modification in the use of sick leave recognizes the current
26 difficulty encountered in attempting to schedule non-emergency medical
27 treatment during an employee's off duty hours. Because of the nature of
28 the treatment or examination for which sick leave is allowed for these
29 purposes, such absences are predictable. In order to be excused from duty
30 for the type of medical treatment or examination contemplated herein, the
31 practitioner treating the employee shall provide the employee with written

1 notice setting forth the date and time of the employee's appointment,
2 which notice shall be filed with the employee's supervisor.

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

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

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

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

22 Employees shall be allowed to use three hours of excused time for
23 scheduled doctor or dental appointments for members of the employee's
24 immediate family as defined by Wis. Stats 103.10. Employees are to
25 notify supervisor in advance of the date of the appointment.

26 Appointments, when possible, are to be scheduled at the beginning or near
27 the end of an employee's shift, so as to minimize disruption during the
28 workday. A copy of the appointment notice is to be attached to the
29 employee's time sheet.
30
31

1 **3.17 INJURY PAY**

2 (1) When employees covered by this Agreement sustain injuries within the
3 scope of their employment for which they are entitled to receive worker’s
4 compensation temporary disability benefits as provided by Chapter 102 of
5 the Wisconsin Statutes (Worker’s Compensation Act), they may receive
6 eighty percent (80%) of their base salary as “injury pay” instead of such
7 worker’s compensation benefits for the period of time they may be
8 temporarily totally or temporarily partially disabled because of such
9 injuries. Such injury pay shall not be granted for more than three hundred
10 sixty five (365) calendar days for any one compensable injury or
11 recurrence thereof. The eighty percent (80%) provision shall cover
12 employees receiving injury pay benefits regardless of the date on which
13 the compensable injury or recurrence thereof occurred.

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

25 (3) If the Internal Revenue Service (IRS) determines that the injury pay
26 benefits provided hereunder are taxable as wages, then beginning with the
27 effective date of such determination, the County will no longer require the
28 twenty percent (20%) employee deduction from injury pay benefits
29 provided for in subsections 1. and 2. of this Article, above.
30
31

1 **3.18 BEREAVEMENT LEAVE**

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

- 5 (a) Where one day is authorized, it must be taken on the day of the
6 funeral.
- 7 (b) Where more than one excused day is allowed, such days must be
8 consecutive calendar days, one of which is the date of the funeral.
- 9 (c) Where travel time is allowed, one travel day must precede the
10 funeral and one travel day must follow the funeral day.
- 11 (d) Scheduled off days shall be considered as part of the total funeral
12 leave allowed when such off days fall within permissible
13 bereavement leave days when such days are considered
14 consecutively. Scheduled vacation days falling within the
15 bereavement period may be rescheduled for liquidation during the
16 remainder of the year.

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

21
22 **3.19 EARNED RETIREMENT**

23 Upon retirement, on and after January 1, 1994, the employee shall have the
24 following options:

- 25 (1) Retirement leave may be taken consisting of all accumulated unused
26 vacation (not to exceed 30 days), compensatory time, holiday hours, or
27 personal hours.
- 28 (2) Retirement leave may be taken, or
- 29 (3) The employee may elect to receive payment in a lump sum of retirement
30 leave benefits to which he is entitled in par.(1) above on his last day of
31 work. Under this option, the payment to such employee of his County

1 pension and annuity benefits shall be postponed until the total number of
2 retirement leave days for which he has been paid have expired; provided,
3 however, that no employee shall accrue additional benefits during such
4 period.

5 Such retirement payments shall be calculated at the rate of pay in effect for such
6 employee on the last day of work.

8 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

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

- 21 (a) Emergency appointment, full time
- 22 (b) Emergency appointment, part time
- 23 (c) Regular appointment, seasonal
- 24 (d) Temporary appointment, seasonal
- 25 (e) Emergency appointment, seasonal

26 (2) Mandatory employee contributions.

27 (a) Each employee of the Employees' Retirement System, shall
28 contribute to the retirement system a percentage of the "Member's
29 Compensation" according to (b). "Member Compensation" shall
30 include all salaries and wages of the member, except for the
31 following: overtime earned and paid; any expiring time paid such

1 as overtime, and holiday; and injury time paid; and any
2 supplemental time paid such as vacation or earned retirement.

3 (b) Contribution percentage: The percentage shall be as follows:
4 Effective January 1, 2012, a six point five nine percent (6.59%)
5 employee contribution to the Employees' Retirement System.

6 (3) Effective as soon as administratively practicable after the
7 ratification/adoption of this agreement, Milwaukee County will add one
8 (1) member to the Milwaukee County ERS Board. The new member will
9 be a member of the Milwaukee Deputy Sheriffs' Association.

10
11 **3.21 RETIREMENT BENEFITS**

12 (1) The retirement allowance for all employees retiring on and after January 1,
13 1976, except as noted in (2) and (3) below, shall be computed at the rate of
14 two and one half percent (2.5%) for each year of service multiplied by the
15 final average salary of such employee as defined in Ch. 201, C.G.O., and
16 in accordance with all of the rules and regulations set forth therein.

17 (2) For employees hired on and after January 1, 1982, the provisions of Ch.
18 201, C.G.O., Employee Retirement System, shall be modified as follows:

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

23 (b) Final average salary means the average annual earnable
24 compensation for the five consecutive years of service during
25 which the employee's earnable compensation was the highest or, if
26 he should have less than five years of service, then his average
27 annual earnable compensation during such period of service.

28 (3) For employees hired on and after July 1, 1995, the provisions of Ch. 201,
29 C.G.O. Employees' Retirement System, shall be modified as follows: An
30 employee who meets the requirements for a normal pension shall receive

1 an amount equal to two percent (2%) of his final average salary multiplied
2 by the number of years of service.

3 (4) Effective January 1, 1986, employees who are granted an accidental
4 disability pension as that term is defined in Section 201.24(5.3) of the
5 County General Ordinances will have their health insurance paid by
6 Milwaukee County regardless of length of service, except Milwaukee
7 County shall pay the full cost of the basic health plan or the full premium
8 of an HMO whichever is the least expensive for employees with less than
9 fifteen (15) years of service.

10 (5) For employees hired after November 12, 1987, overtime shall not be
11 included in the computation of Final Average Salary.

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

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

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

25 (9) Employees who meet the minimum requirements for retirement and who
26 retire on and after January 1, 1994 shall receive additional pension service
27 credit for each hour of sick allowance balance they have at the time of
28 retirement. This additional pension service credit shall not be used to
29 meet the minimum retirement requirements nor shall this additional
30 pension service credit be used to compute the fifteen (15) years of
31 creditable pension service as provided for in 17.14(7)(h) C.G.O. This
32 section shall not apply to any employee selecting a deferred retirement.

1 (10) Any member of the MDSA, who as of November 1, 2011, does not meet
2 either the age, or the age and length of service requirement to retire, and
3 who files an application for retirement benefits between November 01,
4 2011 and December 31, 2011, and completes their last day of active
5 service as a county employee no later than December 31, 2011, shall be
6 eligible for:

7 (a) The addition to the employee's age of the amount of time that is
8 necessary in order for the employee to meet the normal retirement
9 age requirement or, if applicable to the employee, the Rule of 75
10 provision for retirement benefits, but in no event more than five (5)
11 years.

12
13 **3.22 EMPLOYEE PARKING**

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

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

22
23 **3.23 CERTIFICATION**

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

27
28
29 **3.24 CHANGES IN CLASSIFICATION**

30 (1) When, in the judgment of the Association, a position or group of positions
31 in the bargaining unit are improperly classified because of changes in the

1 duties or responsibilities, the Association shall submit its
2 recommendations for reclassification in writing to the Director of Human
3 Resources. All requests shall include an updated position description,
4 detailed information regarding the duties assigned to the position, a
5 summary of the change in duties and other pertinent information in a
6 format designated by the Director of Human Resources. The Director of
7 Human Resources shall review the duties assigned to the position as well
8 as any other information provided and submit a recommendation to the
9 Association.

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

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

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

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

21
22 **3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE**

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

29
30
31

1 **3.26 CHANGE OF OFF DAYS**

2 Employees covered under this Agreement shall be given one-week (1) notice in
3 case of a change of off days. However, such change may be made with less notice or
4 without notice in cases of 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
8 assignments shall be determined based on date of rank. This language shall not apply to
9 employees who rotate for the eleven (11) week period as part of their initial orientation.
10 For purposes of this section, the term “bureau/division” shall mean those work units
11 between which assignments have been 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
15 head. Thereafter, as vacancies occur, they shall be filled by the employee in the division
16 with the greatest seniority within classification having a request on file on the date that
17 the vacancy occurred, provided he is qualified to perform all the duties and
18 responsibilities of his assignment on that shift. If the most senior employee requesting
19 such shift change is denied the request, the reason for denial shall be made known to the
20 employee in writing.
21

22 **3.29 DEFINITION OF A DAY**

23 A day shall mean a period of twenty-four (24) hours measured from the
24 employee’s normal starting time. This provision shall not be applicable when an
25 employee is assigned from one shift to another, pursuant to Section 3.25. The
26 Association agrees that normal daily starting times that vary within an established shift
27 shall not incur a liability for overtime. The Association further agrees that this Section
28 shall have no application to the Drug Enforcement Unit.
29
30
31

1 **3.30 LAYOFF AND RECALL**

2 (1) Whenever the County reduces the number of County employees
3 represented by the Association in any position in the classified service, the
4 Sheriff shall notify the Director of Human Resources of the number of
5 employees to be laid off, including titles of positions, upon the form
6 prescribed and furnished by the Department of Human Resources. The
7 Director of Human Resources, upon receipt of the notice from the Sheriff,
8 shall give to the Sheriff the names and addresses of the initial employees
9 who should be laid off in accordance with these provisions:

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

- 11 1. Employees on Emergency Appointment;
- 12 2. Employees on Temporary Appointment;
- 13 3. Employees on Regular Appointment, beginning with the
14 employee with the least seniority in the affected
15 classification.

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

19 (c) This displacement into a lesser classification shall be followed
20 beginning with the highest classification affected, including
21 sergeant, and continuing to the lowest classification affected,
22 unless the affected employee decides not to initiate his option and
23 leaves the County service.

24 (d) When the County lays off deputy sheriffs in any rank or
25 classification represented by the Association, the order of layoffs
26 shall be based on rank seniority.²

27 (e) An employee who elects to take a position in a lower classification
28 displacing an employee with the least seniority in such lower
29 classification shall be paid at the maximum of the pay range to

² Language from Case 265, No. 41540, A-5401 Decision of Dennis P. McGilligan, Arbitrator.

1 which such lower classification is allocated, provided that such rate
2 is not higher than the rate he was receiving in the classification
3 from which he was displaced.

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

7 (g) When the County increases the number of employees in any
8 classification, an employee having accepted a voluntary reduction
9 to a lower classification shall be reinstated to the position from
10 which he left, as if he were recalled from layoff. If more than one
11 employee is affected, reinstatement shall be by application of
12 seniority in reverse order of displacement. Any employee who is
13 laid off under these provisions and rehired for the same work
14 within six (6) years and one (1) day of the date of such layoff shall
15 be reinstated to the same relative position and pay range within the
16 department at the same step in the pay range which he held at the
17 time of layoff and at a rate currently being paid to that
18 classification at the time of recall. Seniority shall be broken if an
19 employee:

- 20 1. Retires;
- 21 2. Resigns from County service;
- 22 3. Is discharged and the discharge is not reversed;
- 23 4. Is not recalled from layoff for a period of six (6) years and
24 one (1) day. This provision shall not apply to an employee
25 not reinstated to a position from which he was displaced to
26 a lower classification in the event he is not returned to the
27 higher position within six (6) years and one (1) day.
- 28 5. Does not return at the expiration of a leave of absence.

29 (h) An employee's refusal to accept the position in a lower
30 classification shall not be construed as a termination but rather

1 such employee shall be placed on the appropriate reinstatement list
2 as though laid off in accordance with these provisions.

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

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

13 (2) Milwaukee County will layoff no more than sixty-one (61) MDSA
14 positions during the time period December 1, 2011, and December 31,
15 2012. Milwaukee County agrees that for every dollar reduction in total
16 compensation and benefit costs for MDSA members that result from this
17 agreement with the MDSA, Milwaukee County will authorize a
18 proportional number of whole deputy sheriff positions to be funded in the
19 2012 adopted budget for the Sheriff's Office. Milwaukee County further
20 agrees that for every MDSA member who retires in 2011, Milwaukee
21 County will guarantee one less layoff of MDSA members.

22 23 **3.31 LIABILITY INDEMNIFICATION**

24 Every employee covered by this Agreement shall be saved harmless from any and
25 all liability, which may arise against him or her during the good faith performance of
26 such employee's duties for false arrests, erroneous service of civil process, false
27 imprisonment and other hazards that law enforcement officers are traditionally
28 confronted with. In the event that any employee is confronted with the situation where it
29 becomes necessary for him to defend himself against such charges as those enumerated
30 herein above, he shall have the services of the Milwaukee County Corporation Counsel's
31 office made available to him which shall undertake the defense of such charges. Costs of

1 the trial or other costs connected with the defense of charges made against the employee
2 shall be reimbursed by Milwaukee County to the employee. The employee will be
3 compensated at his regular rate of pay for any time which is required of him to be away
4 from his employment duties for depositions, trial or other hearings necessary in
5 connection with his defense of such charges as referred to herein above. A judgment for
6 money damages, costs, and attorney's fees of a plaintiff or claimant in such a matter will
7 be paid for by Milwaukee County without the employee being in peril of having his
8 property subject to execution or other collection device.

9
10 **3.32 AUTOMOBILE ALLOWANCE**

- 11 (1) Whenever the Sheriff determines that the performance of official duties
12 for the benefit of the County requires the regular use of an automobile by
13 an employee, he may authorize that such employee may use his personally
14 owned automobile in the performance of such duties.
- 15 (2) Reimbursement for the regular use of such personally owned automobile
16 will be at a rate established by C.G.O., s. 17.14(5), for each mile traveled
17 on County business. The payment for the use of such personally owned
18 automobile shall be made each month on voucher of the amount due
19 signed by the employee and approved by the Sheriff.

20
21 **3.33 JURY DUTY**

- 22 (1) Jury duty is the responsibility of all citizens. An employee summoned for
23 jury duty will be required to immediately present such Summons to his
24 supervisor and indicate the dates on which he will be required to serve.
25 Employees regular work schedules shall not be changed during the period
26 of jury duty.
- 27 (2) An employee who reports for jury duty on a regularly scheduled workday
28 shall be paid for that day at his regular rate, excluding premiums of any
29 kind. On days that the employee reports for jury duty, it is not necessary
30 that he punch in and out at his regular place of work.

- 1 (3) In the event that an employee is excused from jury duty for one or more
2 days, he shall immediately notify his supervisor and is required to work
3 his regularly scheduled shift on such days.
- 4 (4) All fees received by employees serving as jurors shall be deposited with
5 the County Treasurer. The County Treasurer shall send a check to each
6 County employee for that portion of the fee attributable to expenses. An
7 employee may retain the entire fee on days he reports for jury duty during
8 vacation, off days, personal days, or other unscheduled times.

9

10 **3.34 BULLETIN BOARDS**

- 11 (1) The County shall provide bulletin boards for the Association's use and
12 erect them in locations to be agreed upon for posting notices regarding
13 Association affairs, restricted to the following:
- 14 (a) Notices of Association meetings;
 - 15 (b) Notices of Association elections;
 - 16 (c) Notices of Association appointments and results of Association
17 elections;
 - 18 (d) Notices of Association recreational and social events;
 - 19 (e) Notices concerning bona fide Association activities such as
20 cooperatives, credit unions, and unemployment compensation
21 information. Other notices concerning Association affairs, which
22 are not political or controversial in nature.
- 23 (2) Upon written notice by the employer, the Association shall promptly
24 remove from such bulletin boards any materials which is libelous,
25 scurrilous, or in any way detrimental to the labor-management
26 relationship.
- 27 (3) The posting of any Association-authorized material, which is in violation
28 of this section, shall be cause for the immediate removal of the bulletin
29 boards and cancellation of bulletin board privileges.
- 30
- 31

1 **3.35 CHILD CARE VOUCHERS**

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

6
7 **3.36 SHERIFF'S DEPARTMENT GYMNASIUM**

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

10
11 **3.37 DIRECT PAYROLL DEPOSIT**

12 Effective as soon as administratively practicable after the execution of a successor
13 agreement all employees in the bargaining unit shall utilize The Milwaukee County
14 Direct Deposit Program.

15
16
17
18 **PART 4**

19
20 **4.01 FAIR SHARE AGREEMENT**

- 21 (1) Each pay period during the term of this Agreement, unless otherwise
22 terminated as hereinafter provided, the employer shall deduct from the
23 biweekly earnings of the employees specified herein an amount equal to
24 such employee's proportionate share of the cost of the collective
25 bargaining process and contract administration, and pay such amount to
26 the treasurer of the certified bargaining representative of such employee
27 within ten (10) days after such deduction is made, provided:
- 28 (a) That as to persons in the employ of the employer as of the effective
29 date of this Agreement, such deduction shall be made and
30 forwarded to the treasurer of the certified bargaining representative
31 from the biweekly earnings of all bargaining unit employees;

- 1 (b) That such deduction shall be made and forwarded to the treasurer
2 of the certified bargaining representative from the biweekly
3 earnings of new bargaining unit employees in the third pay period
4 following the date of hire.
- 5 (c) In order to insure that any such deduction represents the
6 proportionate share of each employee in the bargaining unit of the
7 cost of collective bargaining and contract administration, it is
8 agreed as follows:
- 9 1. That prior to the implementation of the Agreement the
10 Milwaukee Deputy Sheriffs' Association shall submit to
11 the County a schedule of monthly dues uniformly levied.
 - 12 2. Any increase in dues or fair share amounts to be deducted
13 shall be certified by the Association at least fifteen (15)
14 days before the start of the pay period the increased
15 deduction is to be effected.
 - 16 3. The Association agrees that no funds collected from non-
17 members under this fair share agreement will be allocated
18 for, or devoted directly or indirectly to, the advancement of
19 the candidacy of any person for any political office.
- 20 (2) In the event during the continuance of its recognition, the Milwaukee
21 Deputy Sheriffs' Association, its officers, agents, or employees, or any of
22 its members, acting individually or in concert with one another, engage in
23 or encourage any Association-authorized strike or work stoppage against
24 the County, including any of its departments and/or agencies, dues
25 deductions and payments of fair share contributions made in accordance
26 with this Agreement, including deductions and payments made to the
27 Association on behalf of employees who have signed and have on file
28 current dues deduction (voluntary checkoff) cards, shall be terminated
29 forthwith by the County. Thereafter, for a period of one year, measured
30 from the date of the onset of such strike or work stoppage, no deductions
31 whatever shall be made from the earnings of any employee nor shall any

1 payment whatever be made to the treasurer of the Milwaukee Deputy
2 Sheriffs' Association on account of dues deduction (voluntary checkoff)
3 or fair share agreement contributions.

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

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

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

10
11 **4.02 DUES CHECKOFF**

12 (1) The County agrees to deduct from the paycheck of each employee who
13 has signed and filed a payroll deduction card with the Central Payroll
14 Division, Department of Administration, the amount certified in writing
15 by the Association Treasurer to the Department of Labor Relations, at
16 least fifteen (15) days prior to the start of the pay period when the change
17 is to occur. The amount to be deducted shall be transmitted to the
18 Treasurer of the Association. Checkoff may be terminated by written
19 notice from the employee and shall take effect ninety (90) days after
20 receipt of such notice.

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

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

26
27 **4.03 ASSOCIATION OFFICE SPACE**

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

31

1 **4.04 AFFIRMATIVE ACTION STATEMENT**

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

8 By the inclusion of the foregoing language, the Milwaukee Deputy Sheriffs’
9 Association reserves any and all rights which it may have to seek clarification of the
10 impact of the consent order in Civil Action No. 74-C-374 in the case of Johnnie J. Jones,
11 et al., vs. Milwaukee County, et al, in the United States District Court for the Eastern
12 District of Wisconsin; and to the extent that the United States District Court for the
13 Eastern District of Wisconsin shall modify the decision in the referenced case, or provide
14 interpretation of the decision in the referenced case, the rights and opportunities of the
15 Association regarding affirmative action shall be modified accordingly.

16
17
18 **4.05 COLLATERAL AGREEMENTS**

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

21 Agreements of this type will be entered into only by the President of the
22 Association.

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

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

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

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

7
8
9 **PART 5**

10
11 **5.01 GRIEVANCE PROCEDURE**

- 12 (1) **APPLICATION:** The grievance procedure shall not be used to change
13 existing wage schedules, hours of work, working conditions, fringe
14 benefits, and position classifications established by ordinances and rules
15 which are matters processed under other existing procedures. Any
16 disputes that arise between the Association and the County including
17 employee grievances shall be resolved under this section. Only matters
18 involving the interpretation, application or enforcement of rules,
19 regulations or the terms of this Agreement shall constitute a grievance.
- 20 (2) **REPRESENTATIVES:** An employee may be represented at any step in
21 the procedure by Association representatives (not to exceed two) of his/her
22 choice. However, representative status shall be limited at all steps of the
23 procedure to those persons officially identified as representatives of the
24 Association. The Association shall maintain on file with the County a
25 listing of such Association officials.
- 26 (3) **TIME OF HANDLING:** Whenever practical, grievances will be handled
27 during the regularly scheduled working hours of the parties involved. The
28 Association and the County shall mutually agree to a time and place for
29 hearing the grievance.
- 30 (4) **TIME LIMITATIONS:** If it is impossible to comply with the time limits
31 specified in this procedure, for any reason, these limits may be extended

1 by mutual consent in writing. If any extension is not agreed upon by the
2 parties within the time limits herein provided or a reply to the grievance is
3 not received within time limits provided herein, the grievance shall be
4 appealed directly to the next step of the procedure. "Working days" shall
5 be defined as Monday through Friday excluding Saturdays, Sundays, and
6 holidays set forth in Section 3.15(3).

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

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

- 12 (a) Grievance Initiation Form;
- 13 (b) Grievance Disposition Form;

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

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

- 22 1. The employee alone or with his/her Association
23 Representative shall cite the precise rule, regulation or
24 contract provision that was alleged to have been violated at
25 the first step of the grievance procedure.
- 26 2. The employee alone or with his/her Association
27 Representative shall in writing provide his/her immediate
28 supervisor designated to hear grievances an explanation as
29 to when, where, what, who, and why the employee believes
30 that his/her contractual rights have allegedly been violated.

- 1 The written Grievance Initiation Form shall contain the
2 date or time that the employee alleges that his/her
3 contractual rights have been violated.
- 4 3. The employee alone or with his/her Association
5 Representative shall detail, in writing, the relief the
6 employee is requesting.
- 7 4. If more space is required than is provided for on the
8 Grievance Initiation Form in order to comply with the
9 provisions of this section, the employee shall be permitted
10 to submit written attachments to said form.
- 11 5. The Grievance Initiation Form shall be prepared by the
12 employee or with his/her Association Representative in a
13 manner that is neat, clear, and discernible. The grievant(s)
14 must sign the grievance. Failure of the grievant(s) to sign
15 the grievance shall bar the grievance from being processed.
- 16 6. If the employee alone or with his/her Association
17 Representative fails to follow section 5.01(6)(c) 1,2,3,4, or
18 5, the employee's immediate supervisor designated to hear
19 grievances may return the Grievance Initiation Form to the
20 employee for corrections. If the employee fails to make the
21 corrections within 15 days of such return, the grievance
22 shall be barred.
- 23 7. The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to
24 clarify the procedure to be followed. These procedures are
25 to assist the employee, the Association and management in
26 the resolution of grievances at their lowest level of the
27 grievance procedure.
28
29

1 (7) STEPS IN THE PROCEDURE

2 (a) STEP 1

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

15 (b) STEP 2

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

- 1 3. The person designated in Step 2, paragraph 2, will schedule
2 a hearing with the person concerned and within fifteen (15)
3 working days from date of service of the Grievance
4 Initiation Form, the Hearing Officer shall inform the
5 aggrieved employee, the Director of Labor Relations, and
6 the Association in writing of his/her decision.
- 7 4. Those grievances, which would become moot if
8 unanswered before the expiration of the established time
9 limits will be answered as soon as possible after the
10 conclusion of the hearing.
- 11 5. The second step of the grievance procedure may be waived
12 by mutual consent of the Association and the Director of
13 Labor Relations. If the grievance is not resolved at Step 2
14 as provided, the Association shall appeal such grievance
15 within thirty (30) working days from the date of the second
16 step grievance disposition to Step 3.

17 (c) STEP 3

- 18 1. The Director of Labor Relations or his/her designee shall
19 attempt to resolve all grievances timely appealed to the
20 third step. The Director of Labor Relations or his/her
21 designee shall respond in writing to the Association within
22 thirty (30) working days from the date of receipt by the
23 Director of Labor Relations of the Step 2 appeal.
- 24 2. In the event the Director of Labor Relations or his/her
25 designee and the appropriate Association representative
26 mutually agree to a resolve of the dispute it shall be
27 reduced to writing and binding upon all parties and shall
28 serve as a bar to further appeal.
- 29 3. The Step 3 of the grievance procedure shall be limited to
30 the Director of Labor Relations or his/her designee and the
31 appropriate Association representative and one of his/her

1 designee, an Attorney for the Association and
2 representatives of the Sheriff designated to respond to
3 employee grievances. The number of representatives at
4 any Step 3 hearing may be modified by mutual consent of
5 the parties.

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

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

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

28 (10) Representation at hearings on group grievances shall be limited to two (2)
29 employees from among the group, except in those cases where the
30 Association and the department involved agree that the circumstances of
31 the grievance are such as would justify participation by a larger number.

1 One employee of the group shall be designated as the grievant to whom
2 the Grievance Disposition Forms shall be forwarded.

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

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

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

11
12 **5.02 SELECTION OF ARBITRATOR**

13 (1) **SELECTION OF ARBITRATOR**

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

19 (2) **HEARINGS**

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

1 Arbitrator shall be split equally by the parties. The Arbitrator shall
2 complete his investigation within a reasonable period of time and
3 file his decision and the reasons therefore in writing with the
4 Department of Labor Relations and the Association.

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

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

13 (3) INTERPRETATION OF AGREEMENT

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

25 (4) ARBITRATOR'S AUTHORITY

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

1 (5) FINAL AND BINDING

2 The decision of the Arbitrator when filed with the parties shall be binding
3 on both parties.
4

5 **5.03 BARGAINING TIME**

6 Employees serving as members of the Association's bargaining committee shall
7 be paid their normal base rate for all hours spent in contract negotiations carried on
8 during their regular workday. Effort shall be made to conduct negotiations during non-
9 working hours to the extent possible, and in no case shall such meetings be unnecessarily
10 protracted. Employees released from duty for negotiations shall be allowed reasonable
11 travel time between their work site and meeting locations.
12

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

15 In cases where an employee is suspended for a period of ten (10) days or less by
16 his department head, pursuant to the provisions of s. 63.10, Stats., the Association shall
17 have the right to refer such disciplinary suspension to arbitration. Such reference shall in
18 all cases be made within 10 working days from the effective date of such suspension.
19 The decision of the Arbitrator shall be served upon the Department of Labor Relations
20 and the Association. In such proceedings, the provisions of s. 5.02(2)(c) shall apply.
21

22 **5.05 REPRESENTATION AT DISCIPLINARY HEARINGS**

23 (1) At meetings called for the sole purpose of considering the imposition of
24 discipline at the level of the appointing authority or his designee, the
25 employee shall be entitled to Association representation.

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

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

30 (b) The meeting shall not be an adversarial proceeding. The employee
31 shall not be entitled to have witnesses appear on his behalf nor

1 shall the employee or his representative be entitled to interrogate,
2 cross-examine or harass any person appearing at such hearing.
3 The Association official may bring to the attention of the
4 appointing authority or his designee any facts, which he considers
5 relevant to the issues and may recommend to the appointing
6 authority what he considers to be an appropriate disposition of the
7 matter.

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

16 (d) Nothing contained herein shall in any way limit the authority of the
17 employer to impose summary discipline where the circumstances
18 warrant 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
22 any reason which could lead to disciplinary action, demotions, dismissal or criminal
23 charges, the interview shall comply with the following requirements:

- 24 1. The employee under investigation shall be informed of the nature of the
25 investigation prior to any interview.
- 26 2. At the request of the employee, he or she may be represented by a
27 representative of his or her choice with whom he or she may consult at all
28 reasonable times during the interview. Evidence obtained during the
29 course of an interview not conducted in accordance with the above section
30 may not be utilized in any subsequent disciplinary proceeding against the
31 employee. No employee may be discharged, disciplined, demoted or

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

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

10
11 **5.07 PAID RELEASE TIME**

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

- 15 (1) The purpose of this Section is to provide for paid release time for the
16 President of the MDSA during the normal workweek (Monday-Friday)
17 and during the normal workday (first shift)
- 18 (2) The MDSA acknowledges that the Sheriff or his designee has the
19 authority to determine for Deputy Sheriffs, including the President of the
20 MDSA, their bureau/division assignments, and shift assignments, within
21 the parameters of sections 3.25 through 3.28 of the current memorandum
22 of Agreement.
- 23 (3) That the Office of the Sheriff will provide that the President of MDSA will be
24 granted a designated period of time during which he/she can conduct union
25 business on each scheduled work day that falls on a Monday through Friday.
- 26 (4) The following specifics will control the use of the release time:
- 27 (a) On each weekday the President of the Association is scheduled for
28 regular duty on the day shift he shall be scheduled to work six (6)
29 hour shifts at the worksite and shall be paid two (2) hours of straight
30 time pay, designated as MDSA release time, at the regular hourly
31 rate of pay in effect, resulting in his being paid for eight (8) hours but
32 only working six (6) hours at the worksite;

- 1 (b) The person holding the Office of President of the MDSA will be
2 entitled to an assignment selected by the Sheriff, on first shift,
3 regardless of his seniority;
- 4 (c) The release time will be for the purpose of conducting non-political
5 union business including, but not limited to, representing MDSA
6 members in disciplinary matters; attending public meetings that
7 directly relate to collective bargaining; and general contract
8 administration;
- 9 (d) The release time will occur at the end of the regularly scheduled shift
10 and will not be unreasonably denied;
- 11 (e) In the event the President is required to continue working beyond the
12 regular departure time for more than thirty (30) minutes he will be
13 given an additional two (2) hours off with pay on his next regularly
14 scheduled work day;
- 15 (f) When the President of the MDSA exercises her/his release time
16 option no other member of the MDSA executive board, including
17 trustees, may be released while on duty for union business without
18 the consent of the Sheriff or his designee, except as provided in
19 MCGO 17.205;
- 20 (g) Release time will not be considered hours worked for purposes of
21 calculating overtime.
- 22 (h) Release time will count in computing sick, holiday, vacation,
23 personal and/or compensatory time off with the banked time reduced
24 by eight (8) hours, No paid leave in increments of less than eight (8)
25 hours will be permitted on days with release time scheduled. Release
26 time will be considered pensionable in terms of final average salary
27 calculations.
- 28
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1
2
3 **PART 6**

4 **6.01 ENTIRE AGREEMENT**

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

13 **6.02 SAVING CLAUSE**

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

Dated at Milwaukee, Wisconsin, _____, 2011.
(Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

MILWAUKEE DEPUTY SHERIFFS'
ASSOCIATION

COUNTY OF MILWAUKEE,
a municipal body corporate

Roy M. Felber, President

Christopher S. Abele, County Executive

Norbert J. Gedemer, Treasurer

Joseph J. Czarnezki, County Clerk

IN PRESENCE OF:

IN PRESENCE OF:

Thomas J. Lamothe, Trustee

Frederick J. Bau, Labor Relations

Approved for Execution:

David D. Hutchins, Trustee

Kimberly R. Walker, Corporation
Counsel

APPENDIX A
 DEPUTY SHERIFF ASSOCIATION
 WAGE RATES
 (For Informational Purposes Only)
DEPUTY SHERIFF 1 AND DEPUTY SHERIFF 1 (BILINGUAL)(SPANISH)

PAY RANGE 17BZ
EFFECTIVE 01/01/2009

PAY RANGE 17BZ
EFFECTIVE 10/28/2012

STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	\$20.10	\$1,608	\$41,808	1	\$20.90	\$1,672	\$43,472
2	\$21.07	\$1,686	\$43,826	2	\$21.91	\$1,753	\$45,573
3	\$22.04	\$1,763	\$45,843	3	\$22.92	\$1,834	\$47,674
4	\$23.01	\$1,841	\$47,861	4	\$23.93	\$1,914	\$49,774
5	\$23.98	\$1,918	\$49,878	5	\$24.94	\$1,995	\$51,875
6	\$24.95	\$1,996	\$51,896	6	\$25.95	\$2,076	\$53,976
7	\$25.92	\$2,074	\$53,914	7	\$26.96	\$2,157	\$56,077
8	\$26.89	\$2,151	\$55,931	8	\$27.97	\$2,238	\$58,178
9	\$27.86	\$2,229	\$57,949	9	\$28.97	\$2,318	\$60,258
10	\$28.83	\$2,306	\$59,966	10	\$29.98	\$2,398	\$62,358

DEPUTY SHERIFF SERGEANT

PAY RANGE 22B
EFFECTIVE 01/01/2009

PAY RANGE 22B
EFFECTIVE 10/28/2012

STEP	HOURLY	BIWEEKLY	ANNUAL	STEP	HOURLY	BIWEEKLY	ANNUAL
1	\$27.10	\$1,861	\$48,571	1	\$28.18	\$2,254	\$58,840
2	\$27.85	\$1,911	\$49,865	2	\$28.96	\$2,317	\$60,468
3	\$28.46	\$1,964	\$51,249	3	\$29.60	\$2,368	\$61,805
4	\$29.26	\$2,018	\$52,657	4	\$30.43	\$2,434	\$63,538
5	\$30.02	\$2,062	\$53,812	5	\$31.22	\$2,498	\$65,187
6	\$30.75	\$2,120	\$55,319	6	\$31.98	\$2,558	\$66,774
7	\$31.73	\$2,175	\$56,765	7	\$33.00	\$2,640	\$68,904