

**EXECUTED**

**2013  
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**

2013  
DEPUTY SHERIFFS' ASSOCIATION

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**2013**  
**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 §. 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.

1 **PART 2**

2  
3 **2.01 DURATION OF AGREEMENT**

4 The provisions of this Agreement shall become effective January 1, 2013 and  
5 shall expire December 31, 2013. The initial bargaining proposals for a successor  
6 agreement of each party shall be exchanged on October 15, 2013 and negotiations shall  
7 conclude December 31, 2013. This timetable is subject to adjustment by mutual  
8 agreement of the parties consistent with the progress of negotiations.  
9

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 (3) The following listed employees, who are assigned to the Criminal  
21 Investigation Bureau (CIB) upon ratification of the contract, shall be paid  
22 an additional fifty cents (\$.50) per hour for all hours credited in that  
23 bureau and shall remain assigned to the CIB as long as cause does not  
24 exist for their reassignment.

25  
26 DEPUTY SHERIFF II <sup>1</sup> (Listed by bureau assignment)  
27 Nilsen, Jon Flower, Matthew  
28 Hecker, Michael  
29

<sup>1</sup> Subject to adjustment for oversight of encumbent in such assignment.

- 1 (4) Effective Pay Period 12, 2013 (May 12, 2013), one point five percent  
2 (1.5%) across-the-board base rate of pay increase.  
3 (5) Effective Pay Period 24, 2013 (October 27, 2013), one point five percent  
4 (1.5%) across-the-board base rate of pay increase.  
5

6 **3.02 OVERTIME**

- 7 (1) All time credited in excess of eight (8) hours per day or forty (40) hours  
8 per week shall be paid in cash at the rate of one and one-half (1½) times  
9 the base rate, except that employees assigned to continuous jury  
10 sequestration shall be paid sixteen (16) hours at their base rate and eight  
11 (8) hours at the rate of one and one-half (1½) times the base rate for each  
12 24-hour period of uninterrupted duty, and except that first shift hours  
13 worked in excess of forty (40) per week shall be paid at the rate of one and  
14 one-half (1½) times the base rate.
- 15 (2) Overtime needs and required staffing levels shall be determined by the  
16 Sheriff.
- 17 (3) All scheduled overtime shall be assigned within classification as follows:
- 18 (a) Employees shall volunteer for overtime and their names shall be  
19 placed on a list in seniority order within each work unit.
- 20 (b) When necessary to schedule overtime the assignment shall be  
21 rotated by seniority among all volunteers on the list within the  
22 work unit where the overtime is being scheduled.
- 23 (c) In the event an employee refuses to accept an overtime assignment  
24 or there are insufficient volunteers for the work unit where  
25 overtime is required, the least senior employee in the classification  
26 in the work unit shall be required to work the overtime assignment.
- 27 (d) Employees will not be scheduled for overtime when they are  
28 liquidating accrued time off or during an approved leave of  
29 absence or disciplinary suspension.
- 30 (e) For an event identified by the Sheriff as a Special Event, the above  
31 procedure shall be utilized on a departmental basis. In the event

1                   there are insufficient volunteers for a Special Event overtime  
2                   assignment the Sheriff shall rotate in the inverse order of seniority  
3                   among all employees in the department in the classification.

4                   (f)       Employees shall not be permitted to volunteer to work during a  
5                   period of scheduled vacation, personal time, holiday time or  
6                   compensatory time unless approved to work by the Sheriff.  
7                   However, for Special Events as defined in (e) above, employees  
8                   shall have the opportunity to work overtime hours in accord with  
9                   the above procedures when they are on vacation, on their normal  
10                  off-days, or are using holiday or personal days only under the  
11                  condition that the Sheriff's Department is under contract to be  
12                  reimbursed for the non-tax levy overtime expense incurred for the  
13                  Special Event.

14                  (4)       Employees shall have the option of accumulating one hundred twenty  
15                  (120) hours of compensatory time, exclusive of holidays, in lieu of cash,  
16                  within twenty six (26) pay periods, provided that such compensatory time  
17                  may be liquidated only with the consent of the department head and if the  
18                  County determines staffing is adequate and if no overtime assignment will  
19                  result employees will be allowed to liquidate their accrued compensatory  
20                  time. If, because of the needs of the department, such compensatory time  
21                  is not liquidated within the time limited, the unliquidated balance shall be  
22                  compensated in cash.

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

26  
27       **3.03 CALL IN PAY**

28                  Any employee called in to work outside of regular shift hours or responding to  
29                  subpoenas shall receive a minimum of three (3) consecutive hours of pay at overtime  
30                  rates. Multiple call-ins shall not result in the payment of the minimum for each call when



1 more than one response is within the three (3) hours until the actual hours worked exceed  
2 three (3) hours.

3  
4 **3.04 STANDBY PAY**

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

9  
10 **3.05 RETIREE HEALTH TRUST**

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

23 (2) Retiree Insurance Benefit

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

- 27 1. The retiree’s death provided, however, the spouse and  
28 dependents, if any, may continue to participate in the  
29 County’s health insurance plans.
- 30 2. The retiree obtains other employment and obtains health  
31 insurance from the new employer.

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

6 (c) An active member of the bargaining unit who accepts a position  
7 within the Sheriff's Department but is no longer a member of the  
8 bargaining unit, may continue to be eligible to receive benefits  
9 under this section when such employee receives a retirement  
10 benefit from the Milwaukee County Retirement System,  
11 hereinafter referred to as the "Retirement System", provided such  
12 employee meets the other eligibility requirements for such  
13 payment, and provided that the employee contributes an amount to  
14 the fund on January 1st of each year after accepting such position  
15 equal to the amount that would be contributed to the fund on  
16 his/her behalf if they stayed in the bargaining unit.  
17 Employees who accept a position with the Sheriff's Department  
18 but outside the bargaining unit who do not wish to continue their  
19 contributions to the fund, shall forfeit and waive the benefits  
20 provided for by the Trust and shall forfeit and waive any claim to  
21 any longevity and/or formula payment referred to in Section 3.05  
22 (2).

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

28 1) 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  
31 money owed by the County to the Trust following the



1 (20) years' of service in the Sheriff's Department shall  
2 generate one hundred sixty eight dollars (\$168.00) towards  
3 the total amount of money owed by the County to the Trust  
4 following the twenty sixth pay period.

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

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

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

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

27  
28 **3.06 UNIFORM ALLOWANCE**

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

31 (a) Uniformed employees shall be furnished with a full uniform at  
32 time of hire or as soon thereafter as practicable. The uniformed  
33 items furnished shall be in accordance with the regulations of the  
34 Sheriff's Department setting forth prescribed minimum equipment

1 for each employee. Any employee whose employment is  
2 terminated within two (2) years from the date of hire shall return  
3 all uniform items furnished by the County to the Sheriff's  
4 Department within seven (7) days of termination.

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

7  
8 **3.07 EDUCATIONAL BONUS**

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

12 \$125.00 per year for 16 credits

13 \$175.00 per year for 28 credits

14 \$225.00 per year for 40 credits

15 \$275.00 per year for 52 credits

16 \$325.00 per year for 64 credits

17 \$500.00 for Associate Degree or 75 credits

18 \$750.00 for Bachelors Degree

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

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

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

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

- 1 (3) These payments shall not be used in the calculation of overtime premium  
2 pay or in the calculation of pension benefits.
- 3 (4) Courses approved for which payment will be made under these provisions  
4 will be as follows:
- 5 (a) The courses of study taken at any educational institution by the  
6 North Central Accrediting Association which lead to a degree in  
7 Criminal Justice, Law Enforcement or Applied Science in Police  
8 Science Technology.
- 9 (b) Individual courses taken at other colleges and universities that are  
10 acceptable for transfer by Marquette University, the Milwaukee  
11 Area Technical College or the University of Wisconsin-Milwaukee  
12 to meet requirements for an Associate or Baccalaureate Degree in  
13 Law Enforcement or Police Science Technology shall be  
14 acceptable.

15  
16 **3.08 HAZARDOUS DUTY ALLOWANCE**

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

26  
27 **3.085 EXPOSURE TO INFECTIOUS DISEASES**

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

31

1 **3.09 TEMPORARY ASSIGNMENTS**

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

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

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

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

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

24 (3) The MDSA acknowledges that the Sheriff or his designee has the  
25 authority to determine which employees are designated as canine handlers  
26 as well as their shift assignments, within the parameters of Section 3.25  
27 through 3.28. Care and custody of canines include, but is not limited to,  
28 training, administering drugs or medicine for illness, bathing, brushing,  
29 exercising, providing water, feeding, grooming, cleaning of the canine's  
30 kennel and transport vehicle, cleaning up the canine's waste, transporting  
31 the canine to and from work, and other similar, regular activities

1 performed by the employees for the assigned canines, at their homes,  
2 away from the worksite, on workdays and off days. The parties agree that  
3 the compensation for employees who have custody of and care for canines  
4 shall be as follows:

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

23  
24 **3.10 TRAVEL EXPENSES**

25 Employees required to travel outside Milwaukee County in the performance of  
26 duty shall be reimbursed for expenses incurred in accordance with the provisions of  
27 §56.05 C.G.O.

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



1 **3.11 EMPLOYEE HEALTH AND DENTAL BENEFITS**

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

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

7 (a) Effective the month following the execution date of the 2013 labor  
8 agreement employees shall pay one hundred dollars (\$100.00) per  
9 month toward the monthly cost of an Employee only plan.

10 (b) Effective the month following the execution date of the 2013 labor  
11 agreement employees shall pay one hundred twenty-five dollars  
12 (\$125.00) per month toward the cost of an Employee +  
13 Child/Children plan.

14 (c) Effective the month following the execution date of the 2013 labor  
15 agreement employees shall pay two hundred dollars (\$200.00) per  
16 month toward the cost of an Employee + Spouse/Partner plan.

17 (d) Effective the month following the execution date of the 2013 labor  
18 agreement employees shall pay two hundred twenty-five dollars  
19 (\$225.00) per month toward the cost of an Employee + Family plan.

20 (3) In the event an employee who has exhausted accumulated sick leave is  
21 placed on leave of absence without pay status on account of illness, the  
22 County shall continue to pay the monthly cost or premium for the Health  
23 Plan chosen by the employee and in force at the time leave of absence  
24 without pay status is requested, if any, less the employee contribution  
25 during such leave for a period not to exceed one (1) year. The 1-year  
26 period of limitation shall begin to run on the first day of the month  
27 following that during which the leave of absence begins. An employee  
28 must return to work for a period of sixty (60) calendar days with no  
29 absences for illness related to the original illness in order for a new 1-year  
30 limitation period to commence.

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

1 employee may use as a credit towards any employee benefit  
2 available within a flexible benefits plan.

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

14 (9) The County shall provide a Dental Insurance Plan equal to and no less than  
15 is currently available to employees. Bargaining unit employees hired on or  
16 after February 28, 1991 and each eligible employee enrolled in the  
17 Milwaukee County Dental Benefit Plan shall pay as describe below:

- 18 (a) Effective January of 2013 shall pay three dollars (\$3.00) per month  
19 toward the monthly cost of an Employee only plan  
20 (b) Effective January of 2013 employees shall pay six dollars (\$6.00)  
21 per month toward the cost of an Employee + Child/Children plan.  
22 (c) Effective January of 2013 employees shall pay six dollars (\$6.00)  
23 per month toward the cost of an Employee + Spouse/Partner plan.  
24 (d) Effective January of 2013 employees shall pay six dollars (\$6.00)  
25 per month toward the cost of an Employee + Family plan.

26  
27 Employees may opt not to enroll in the Dental Plan.  
28

29 **3.12 LIFE INSURANCE**

30 (1) The County shall pay the full premium of employees' life insurance  
31 coverage based upon earnings to and including the first \$20,000 thereof.

1 The premium shall be shared by the County and the employee for basic  
2 coverage above the first \$20,000 pursuant to the formula contained in  
3 Chapter 62.

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

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

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

17  
18 **3.13 DEFERRED COMPENSATION**

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

22  
23 **3.14 VACATION**

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

27 After 1 year 80 hours

28 After 5 years 120 hours

29 After 10 years 160 hours

30 After 15 years 200 hours

31 After 20 years 240 hours

- 1 (2) Employees entitled to one hundred twenty (120) hours vacation or more  
2 shall be permitted to split one such week into not more than two (2) parts,  
3 one part being twenty four (24) hours, and the other being sixteen (16)  
4 hours, provided that the selection of such split week shall be made in  
5 accordance with existing departmental policies with respect to vacation  
6 selection on the basis of seniority, as defined in par.(4). Such split week  
7 vacation shall be selected by the employee who elects to do so at the same  
8 time that all other annual vacation periods are selected and scheduled. In  
9 accordance with the provisions of s. 17.17(1), C.G.O., the Sheriff may  
10 deny an employee's request to split a week of vacation when, in his  
11 judgment, such split vacation would impair the efficiency of the  
12 department or division.
- 13 (a) Any employee may use accumulated compensatory time to extend  
14 a vacation by one day at the front and one day at the back end of  
15 such vacation.
- 16 (3) The department shall establish a vacation selection procedure, which will  
17 enable all Deputies to be informed of their approved vacation request by  
18 March 1 of each year. Assignment to another division within the Sheriff's  
19 Department shall not invalidate approved vacation requests.
- 20 (4) Vacation picks will be made within classification in division and within  
21 current shift assignment on the basis of the date of hire within the  
22 bargaining unit.
- 23 For purposes of this section, shift shall mean:
- 24 First shift - Beginning at or after 6 a.m.  
25 Second shift – Beginning at or after 2 p.m.  
26 Third shift - Beginning at or after 10 p.m.
- 27 (5) During the first year of employment, or in a return to service, an employee  
28 will be granted a proportional share of their hours of vacation entitlement  
29 based on the number of full calendar months remaining in the calendar  
30 year in which the employee was first hired or in which the employee was  
31 rehired, divided by twelve (12) and rounded up to the nearest whole hour,

1 and shall be granted their full vacation entitlement on January 1 of the  
2 calendar year after being hired or rehired by the county.

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

7  
8 **3.15 PERSONAL HOURS – HOLIDAYS**

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

12 (2) Regular full time employees shall accrue personal hours during their first  
13 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

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

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

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

10  
11 **3.16 SICK LEAVE**

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

15 (a) 3.7 hours per pay period.

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

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

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

1 (3) Notwithstanding any provision in this section to the contrary, an employee  
2 hired on or after the ratification of the 2013 agreement shall not accrue  
3 more than nine hundred sixty (960) hours of leave under this section.

4 Such new employee whose accrual balance under this section reaches nine  
5 hundred sixty (960) hours shall have further accrual of leave suspended  
6 until such time that the employee's total accrual is less than nine hundred  
7 sixty (960) hours, due to the use of such leave under this section.

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

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

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

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

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



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

28  
29 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

30 (1) For all employees who are members of the Employees' Retirement System  
31 as of January 1, 1971, the County shall contribute a sum equal to eight

1 percent (8%) of each employee's earnings computed for pension purposes  
2 into such account on behalf of each such employee. All such sums  
3 contributed, in addition to the contributions previously made by the  
4 employee, shall be credited to the employee's individual account and be  
5 subject to the provisions of the pension system as it relates to the payment  
6 of such sums to such employees upon separation from service. The  
7 provisions of this paragraph shall not apply to employees in the bargaining  
8 unit in the following classes who were not members of the Employees'  
9 Retirement System on or before December 12, 1967, or whose date of hire  
10 is later than December 23, 1967:

- 11 (a) Emergency appointment, full time
- 12 (b) Emergency appointment, part time
- 13 (c) Regular appointment, seasonal
- 14 (d) Temporary appointment, seasonal
- 15 (e) Emergency appointment, seasonal

16 (2) Mandatory employee contributions.

- 17 (a) Each employee of the Employees' Retirement System, shall  
18 contribute to the retirement system a percentage of the "Member's  
19 Compensation" according to (b). "Member Compensation" shall  
20 include all salaries and wages of the member, except for the  
21 following: overtime earned and paid; any expiring time paid such  
22 as overtime, and holiday; and injury time paid; and any  
23 supplemental time paid such as vacation or earned retirement.
- 24 (b) Contribution percentage: The percentage shall be as follows:  
25 Effective the first day of the first pay period following ratification  
26 of the successor agreement by the parties, one-half (1/2) of the  
27 Annual Required Contribution (ARC) to the Employees'  
28 Retirement System as calculated by the Retirement System  
29 actuary.

30 (3) There shall be one (1) member of the Milwaukee Deputy Sheriffs'  
31 Association who shall serve as an employee member of the Milwaukee

1 County Employees Retirement System Board in accordance with Chapter  
2 201, Section 8.2 of the MCGO.

3  
4 **3.21 RETIREMENT BENEFITS**

5 (1) The retirement allowance for all employees retiring on and after January 1,  
6 1976, except as noted in (2) and (3) below, shall be computed at the rate of  
7 two and one half percent (2.5%) for each year of service multiplied by the  
8 final average salary of such employee as defined in Ch. 201, C.G.O., and  
9 in accordance with all of the rules and regulations set forth therein.

10 (2) Subject to paragraph (3) below, for employees hired on and after January  
11 1, 1982, the provisions of Ch. 201, C.G.O., Employee Retirement System,  
12 shall be modified as follows:

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

17 (b) Final average salary means the average annual earnable  
18 compensation for the five consecutive years of service during  
19 which the employee's earnable compensation was the highest or, if  
20 he should have less than five years of service, then his average  
21 annual earnable compensation during such period of service.

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

28 (4) 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 (5) Employees who are granted an accidental disability pension as that term is  
4 defined in Section 201.24(5.3) of the County General Ordinances will  
5 have their health insurance paid by Milwaukee County regardless of  
6 length of service, except Milwaukee County shall pay the full cost of the  
7 basic health plan or the full premium of an HMO whichever is the least  
8 expensive for employees with less than fifteen (15) years of service.

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

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

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

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

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

1 **3.22 EMPLOYEE PARKING**

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

10  
11 **3.23 CERTIFICATION**

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

15  
16 **3.24 CHANGES IN CLASSIFICATION**

- 17 (1) When, in the judgment of the Association, a position or group of positions  
18 in the bargaining unit are improperly classified because of changes in the  
19 duties or responsibilities, the Association shall submit its  
20 recommendations for reclassification in writing to the Director of Human  
21 Resources. All requests shall include an updated position description,  
22 detailed information regarding the duties assigned to the position, a  
23 summary of the change in duties and other pertinent information in a  
24 format designated by the Director of Human Resources. The Director of  
25 Human Resources shall review the duties assigned to the position as well  
26 as any other information provided and submit a recommendation to the  
27 Association.
- 28 (2) In the event the Association concurs with the recommendations of the  
29 Director of Human Resources to reclassify a position, the recommendation  
30 shall be included on a report distributed to all County Board Supervisors.

- 1           (3)    In the event the Association does not concur with the recommendation of  
2                    the Director of Human Resources, both parties may request or provide  
3                    such additional information as may clarify the appropriate classification  
4                    for the position. After reviewing the additional information, if both parties  
5                    concur that a reclassification is appropriate, the recommendation of the  
6                    Director of Human Resources shall be included in a report distributed to  
7                    all County Board Supervisors.
- 8           (4)    In the event the Association and the Director of Human Resources cannot  
9                    agree on the appropriate classification for an existing position, either party  
10                   may appeal to the Personnel Committee within thirty (30) days of  
11                   receiving notice of the Director of Human Resources final  
12                   recommendation. Both parties shall submit a written summary of the  
13                   rationale for their opinion to the Personnel Committee as well as any other  
14                   information deemed appropriate. The decision of the County Board on the  
15                   Personnel Committee recommendation, subject to review by the County  
16                   Executive, shall be final and if a change in classification is approved, it  
17                   shall be implemented the first day of the pay period following that in  
18                   which a resolution adopted by the County Board has been approved by the  
19                   County Executive.
- 20          (5)    Monthly while a reclassification is pending, the Director of Human  
21                   Resources shall provide a report to the Personnel Committee, which lists  
22                   all position reclassifications, which the Director intends to approve, along  
23                   with a fiscal note for each. This report shall be distributed to all County  
24                   Supervisors and placed on the Personnel Committee agenda for  
25                   informational purposes. If a County Supervisor objects to the decision of  
26                   the Director of Human Resources within seven working days of receiving  
27                   this report, the reclassification shall be held in abeyance until resolved by  
28                   the County Board upon recommendation of the Personnel Committee, and  
29                   subsequent County Executive action. If no County Supervisor objects, the  
30                   reclassification shall be implemented the first day of the first pay period  
31                   following the meeting of the Personnel Committee and in compliance with

1 collective bargaining agreements. In the event the County Board takes no  
2 action on a reclassification, after receipt of a recommendation from the  
3 Personnel Committee, the reclassification shall be implemented the first  
4 day of the first pay period following action by the County Executive or, in  
5 the event of a veto, final County Board action.

- 6 (6) The Director of the Department of Human Resources or the department  
7 head shall not be precluded from initiating a review of the classification of  
8 any represented position if he/she feels such a review is appropriate.  
9

### 10 **3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE**

11 Bargaining unit members assigned to a different division or a different shift in  
12 such division, shall be notified two (2) weeks in advance of the effective date of such  
13 assignment or shift change; provided, however, that such assignments or shift changes  
14 may be made with less notice or without notice in cases of emergency or to change the  
15 employee's work setting in order to improve his work performance or to increase  
16 departmental efficiency.  
17

### 18 **3.26 CHANGE OF OFF DAYS**

19 Employees covered under this Agreement shall be given one-week (1) notice in  
20 case of a change of off days. However, such change may be made with less notice or  
21 without notice in cases of emergency or to increase departmental efficiency.  
22

### 23 **3.27 ASSIGNMENTS**

24 When a Deputy is assigned from one bureau/division to another, all shift  
25 assignments shall be determined based on date of rank. This language shall not apply to  
26 employees who rotate for the eleven (11) week period as part of their initial orientation.  
27 For purposes of this section, the term "bureau/division" shall mean those work units  
28 between which assignments have been customarily approved as of January 1, 1984.  
29  
30  
31  
32



1 **3.28 SHIFT SELECTION**

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

9  
10 **3.29 DEFINITION OF A DAY**

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

17  
18 **3.30 LAYOFF AND RECALL**

19           (1) Whenever the County reduces the number of County employees  
20 represented by the Association in any position in the classified service, the  
21 Sheriff shall notify the Director of Human Resources of the number of  
22 employees to be laid off, including titles of positions, upon the form  
23 prescribed and furnished by the Department of Human Resources. The  
24 Director of Human Resources, upon receipt of the notice from the Sheriff,  
25 shall give to the Sheriff the names and addresses of the initial employees  
26 who should be laid off in accordance with these provisions:

- 27           (a) The order of layoff shall be as follows:
- 28                   1. Employees on Emergency Appointment;
  - 29                   2. Employees on Temporary Appointment;



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

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

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

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

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

31

1 **3.31 LIABILITY INDEMNIFICATION**

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

18  
19 **3.32 AUTOMOBILE ALLOWANCE**

- 20 (1) Whenever the Sheriff determines that the performance of official duties  
21 for the benefit of the County requires the regular use of an automobile by  
22 an employee, he may authorize that such employee may use his personally  
23 owned automobile in the performance of such duties.
- 24 (2) Reimbursement for the regular use of such personally owned automobile  
25 will be at a rate established by C.G.O., s. 17.14(5), for each mile traveled  
26 on County business. The payment for the use of such personally owned  
27 automobile shall be made each month on voucher of the amount due  
28 signed by the employee and approved by the Sheriff.

1 **3.33 JURY DUTY**

- 2 (1) Jury duty is the responsibility of all citizens. An employee summoned for  
3 jury duty will be required to immediately present such Summons to his  
4 supervisor and indicate the dates on which he will be required to serve.  
5 Employees regular work schedules shall not be changed during the period  
6 of jury duty.
- 7 (2) An employee who reports for jury duty on a regularly scheduled workday  
8 shall be paid for that day at his regular rate, excluding premiums of any  
9 kind. On days that the employee reports for jury duty, it is not necessary  
10 that he punch in and out at his regular place of work.
- 11 (3) In the event that an employee is excused from jury duty for one or more  
12 days, he shall immediately notify his supervisor and is required to work  
13 his regularly scheduled shift on such days.
- 14 (4) All fees received by employees serving as jurors shall be deposited with  
15 the County Treasurer. The County Treasurer shall send a check to each  
16 County employee for that portion of the fee attributable to expenses. An  
17 employee may retain the entire fee on days he reports for jury duty during  
18 vacation, off days, personal days, or other unscheduled times.

19  
20 **3.34 BULLETIN BOARDS**

- 21 (1) The County shall provide bulletin boards for the Association's use and  
22 erect them in locations to be agreed upon for posting notices regarding  
23 Association affairs, restricted to the following:
- 24 (a) Notices of Association meetings;
  - 25 (b) Notices of Association elections;
  - 26 (c) Notices of Association appointments and results of Association  
27 elections;
  - 28 (d) Notices of Association recreational and social events;
  - 29 (e) Notices concerning bona fide Association activities such as  
30 cooperatives, credit unions, and unemployment compensation

1 information. Other notices concerning Association affairs, which  
2 are not political or controversial in nature.

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

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

10  
11 **3.35 CHILD CARE VOUCHERS**

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

16  
17 **3.36 SHERIFF'S DEPARTMENT GYMNASIUM**

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

20  
21 **3.37 DIRECT PAYROLL DEPOSIT**

22 All employees in the bargaining unit shall utilize The Milwaukee County Direct  
23 Deposit Program.

24  
25 **PART 4**

26  
27 **4.01 FAIR SHARE AGREEMENT**

28 (1) Each pay period during the term of this Agreement, unless otherwise  
29 terminated as hereinafter provided, the employer shall deduct from the  
30 biweekly earnings of the employees specified herein an amount equal to  
31 such employee's proportionate share of the cost of the collective

1 bargaining process and contract administration, and pay such amount to  
2 the treasurer of the certified bargaining representative of such employee  
3 within ten (10) days after such deduction is made, provided:

4 (a) That as to persons in the employ of the employer as of the effective  
5 date of this Agreement, such deduction shall be made and  
6 forwarded to the treasurer of the certified bargaining representative  
7 from the biweekly earnings of all bargaining unit employees;

8 (b) That such deduction shall be made and forwarded to the treasurer  
9 of the certified bargaining representative from the biweekly  
10 earnings of new bargaining unit employees in the third pay period  
11 following the date of hire.

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

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

27 (2) In the event during the continuance of its recognition, the Milwaukee  
28 Deputy Sheriffs' Association, its officers, agents, or employees, or any of  
29 its members, acting individually or in concert with one another, engage in  
30 or encourage any Association-authorized strike or work stoppage against  
31 the County, including any of its departments and/or agencies, dues

1 deductions and payments of fair share contributions made in accordance  
2 with this Agreement, including deductions and payments made to the  
3 Association on behalf of employees who have signed and have on file  
4 current dues deduction (voluntary checkoff) cards, shall be terminated  
5 forthwith by the County. Thereafter, for a period of one year, measured  
6 from the date of the onset of such strike or work stoppage, no deductions  
7 whatever shall be made from the earnings of any employee nor shall any  
8 payment whatever be made to the treasurer of the Milwaukee Deputy  
9 Sheriffs' Association on account of dues deduction (voluntary checkoff)  
10 or fair share agreement contributions.

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

24 (4) In the event the provisions of this fair share agreement are successfully  
25 challenged by any person affected thereby, and it is determined by an  
26 administrative body or a court of competent jurisdiction that the  
27 deductions made pursuant to the provisions hereof are in any manner in  
28 conflict with the rights of the challenging party as those rights are affected  
29 by Ch. 63, Stats., or other provisions of law applicable to public  
30 employment, which determination results in an order or judgment against  
31 Milwaukee County requiring that it repay to the challenging party and/or



1 to any or all members of the class represented by such challenging party  
2 such sums as have been deducted from their earnings in accordance with  
3 the provisions thereof, the Association agrees to indemnify the County in  
4 full, including any and all costs or interest which may be a part of such  
5 order or judgment, for all sums for which the County has been determined  
6 to be liable.

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

16  
17 **4.02 DUES CHECKOFF**

- 18 (1) The County agrees to deduct from the paycheck of each employee who  
19 has signed and filed a payroll deduction card with the Central Payroll  
20 Division, Department of Administration, the amount certified in writing  
21 by the Association Treasurer to the Department of Labor Relations, at  
22 least fifteen (15) days prior to the start of the pay period when the change  
23 is to occur. The amount to be deducted shall be transmitted to the  
24 Treasurer of the Association. Checkoff may be terminated by written  
25 notice from the employee and shall take effect ninety (90) days after  
26 receipt of such notice.
- 27 (2) The County agrees to provide the Association with a list of the names and  
28 addresses of all active bargaining unit employees twice per year and a list  
29 of names and addresses of all retired employees once per year.
- 30 (3) The Association agrees to pay to the County for such service a sum equal  
31 to five dollars (\$5.00) per average member per year.

1 **4.03 ASSOCIATION OFFICE SPACE**

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

5  
6 **4.04 AFFIRMATIVE ACTION STATEMENT**

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

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

21  
22 **4.05 COLLATERAL AGREEMENTS**

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

25 Agreements of this type will be entered into only by the President of the  
26 Association.

27 Since the County has no awareness of the internal mechanisms for the  
28 authorization within the constituent Association, the signature of the President, when  
29 applicable, on any document reflecting an Agreement with the County shall be binding, it  
30 being assumed that such Association officer has either received authorization from his  
31 Association to execute the document or has determined in his judgment that the matters

1 under consideration are not of such grave consequence as to require membership  
2 ratification. The same presumption shall apply to the signature of the County official  
3 with whom the understanding has been negotiated.

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

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

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

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11  
12 **PART 5**

13  
14 **5.01 GRIEVANCE PROCEDURE**

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

1 hearing the grievance.

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

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

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

15 (a) Grievance Initiation Form;

16 (b) Grievance Disposition Form;

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

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

25 1. The employee alone or with his/her Association  
26 Representative shall cite the precise rule, regulation or  
27 contract provision that was alleged to have been violated at  
28 the first step of the grievance procedure.

29 2. The employee alone or with his/her Association  
30 Representative shall in writing provide his/her immediate  
31 supervisor designated to hear grievances an explanation as

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

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(7) STEPS IN THE PROCEDURE

(a) STEP 1

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

(b) STEP 2

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

1  
2 **PART 6**

3 **6.01 ENTIRE AGREEMENT**

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

12  
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, \_\_\_\_\_, 2013.  
(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, Vice President

\_\_\_\_\_  
Joseph J. Czarnezki, County Clerk

IN PRESENCE OF:

IN PRESENCE OF:

\_\_\_\_\_  
Thomas J. Lamothe, Treasurer

\_\_\_\_\_  
Frederick J. Bau, Labor Relations

Approved for Execution:

\_\_\_\_\_  
Brandy L. Lester, Trustee

\_\_\_\_\_  
Mark Grady, Acting Corporation  
Counsel