

**EXECUTED**

**2014  
AGREEMENT  
BETWEEN  
COUNTY OF MILWAUKEE  
AND  
MILWAUKEE DEPUTY SHERIFFS' ASSOCIATION**

**MILWAUKEE COUNTY  
EMPLOYEE RELATIONS  
ROOM 210 - COURTHOUSE  
901 NORTH NINTH STREET  
MILWAUKEE, WISCONSIN 53233  
414-278-5091**

2014  
DEPUTY SHERIFFS' ASSOCIATION

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**2014**  
**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  
2  
3 **PART 2**

4 **2.01 DURATION OF AGREEMENT**

5 The provisions of this Agreement shall become effective January 1, 2014 and  
6 shall expire December 31, 2014. The initial bargaining proposals for a successor  
7 agreement of each party shall be exchanged on October 15, 2014 and negotiations shall  
8 conclude December 31, 2014. This timetable is subject to adjustment by mutual  
9 agreement of the parties consistent with the progress of negotiations.

10 **PART 3**

11  
12 **3.01 WAGES**

- 13 (1) All new hires in the classification of Deputy Sheriff I and Deputy Sheriff I  
14 (Bilingual)(Spanish), pay range 17BZ shall be hired in step one of pay  
15 range 17BZ.
- 16 (2) Movement from one step in the new pay range to the next higher step  
17 shall be based upon meritorious performance and upon completion of a  
18 satisfactory performance appraisal by the appointing authority or his/her  
19 designee after completion of 2,080 straight time hours paid at a step.
- 20 (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 incumbent in such assignment.

- 1 (4) Effective Pay Period 3, 2014 (January 5, 2014), one point two five percent  
2 (1.25%) across-the-board base rate of pay increase.  
3 (5) Effective Pay Period 12, 2014 (May 11, 2014), one point two five (1.25%)  
4 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 Bachelor's 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.

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 by the Employee Benefits Division of Department of  
4 Human Resources, consistent with the annual adopted Milwaukee County  
5 Budget and Chapter 17 of the General Ordinances of the County of  
6 Milwaukee.

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

9 (a) Effective the month following the execution date of the 2014 labor  
10 agreement employees shall pay one hundred thirty dollars (\$130.00)  
11 per month toward the monthly cost of an Employee only plan.

12 (b) Effective the month following the execution date of the 2014 labor  
13 agreement employees shall pay one hundred fifty dollars (\$150.00)  
14 per month toward the cost of an Employee + Child/Children plan.

15 (c) Effective the month following the execution date of the 2014 labor  
16 agreement employees shall pay two hundred ten dollars (\$210.00)  
17 per month toward the cost of an Employee + Spouse/Partner plan.

18 (d) Effective the month following the execution date of the 2014 labor  
19 agreement employees shall pay two hundred thirty dollars (\$230.00)  
20 per month toward the cost of an Employee + Family plan.

21 The parties stipulate that the County Wellness Program is part of  
22 Plan Design. If there is a County sponsored Wellness program in  
23 2015 (or in any subsequent year) the MDSA will be part of that  
24 program in 2015.

25  
26 In exchange for ratification of this agreement, the County will make a one-  
27 time supplemental wage payment of \$200.00 to each MDSA member  
28 actively employed on the execution date of the Agreement.

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

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

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

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

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

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

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

26 (a) Effective January of 2013 shall pay three dollars (\$3.00) per month  
27 toward the monthly cost of an Employee only plan

28 (b) Effective January of 2013 employees shall pay six dollars (\$6.00)  
29 per month toward the cost of an Employee + Child/Children plan.

30 (c) Effective January of 2013 employees shall pay six dollars (\$6.00)  
31 per month toward the cost of an Employee + Spouse/Partner plan.

1 (d) Effective January of 2013 employees shall pay six dollars (\$6.00)  
2 per month toward the cost of an Employee + Family plan.  
3

4 Employees may opt not to enroll in the Dental Plan.  
5

6 **3.12 LIFE INSURANCE**

- 7 (1) The County shall pay the full premium of employees' life insurance  
8 coverage based upon earnings to and including the first \$20,000 thereof.  
9 The premium shall be shared by the County and the employee for basic  
10 coverage above the first \$20,000 pursuant to the formula contained in  
11 Chapter 62.
- 12 (2) The County shall pay life insurance premiums for all retired employees  
13 except deferred retirees. This provision shall have no effect on present  
14 policy benefits.
- 15 (3) In the event an employee has exhausted accumulated sick leave and is  
16 placed on leave-of-absence-without-pay status on account of illness, the  
17 County shall continue to pay the full cost of life insurance coverage for  
18 such employee during such leave for a period not to exceed one year. The  
19 one-year period of limitation shall begin to run on the first day of the  
20 month following that during which the leave of absence begins.
- 21 (4) Employees will be eligible to participate in an Optional Life Insurance  
22 Program provided in Section 62.08 of the General Ordinances of  
23 Milwaukee County, beginning with the 1986 annual open enrollment  
24 period.  
25

26 **3.13 DEFERRED COMPENSATION**

27 Bargaining unit employees shall be permitted to participate in Milwaukee  
28 County's Deferred Compensation Program. Milwaukee County reserves the unilateral  
29 right to select the Plan Administrator and/or change the Plan Administration.  
30

1 **3.14 VACATION**

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

5 After 1 year 80 hours

6 After 5 years 120 hours

7 After 10 years 160 hours

8 After 15 years 200 hours

9 After 20 years 240 hours

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

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

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

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

1 For purposes of this section, shift shall mean:

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

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

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

- 5 (5) During the first year of employment, or in a return to service, an employee  
6 will be granted a proportional share of their hours of vacation entitlement  
7 based on the number of full calendar months remaining in the calendar  
8 year in which the employee was first hired or in which the employee was  
9 rehired, divided by twelve (12) and rounded up to the nearest whole hour,  
10 and shall be granted their full vacation entitlement on January 1 of the  
11 calendar year after being hired or rehired by the county.

12  
13 For purposes of this section, the term “bureau/division” shall mean those  
14 work units between which selections have been customarily approved as  
15 of January 1, 1984.

16  
17 **3.15 PERSONAL HOURS – HOLIDAYS**

- 18 (1) All regular full time employees shall receive twenty-four (24) hours leave  
19 per year known as “personal hours” in addition to earned leave by reason  
20 of vacation, accrued holidays, and compensatory time.
- 21 (2) Regular full time employees shall accrue personal hours during their first  
22 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

23  
24  
25  
26  
27  
28 Such hours may be taken at any time during the calendar year in  
29 which they are accrued. Supervisory personnel shall make every  
30 reasonable effort to allow employees to make use of personal hours as the  
31 employee sees fit, it being understood that the purpose of such leave is to  
32 permit the employee to be absent from duty for reasons which are not

1 justification for absence under other existing rules relating to leave with  
2 pay. Employees who have not scheduled their personal hours by  
3 November 1st will result in those hours being scheduled at the discretion  
4 of management.

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

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

19  
20 **3.16 SICK LEAVE**

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

24 (a) 3.7 hours per pay period.

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

29 This modification in the use of sick leave recognizes the current  
30 difficulty encountered in attempting to schedule non-emergency medical  
31 treatment during an employee's off duty hours. Because of the nature of

1 the treatment or examination for which sick leave is allowed for these  
2 purposes, such absences are predictable. In order to be excused from duty  
3 for the type of medical treatment or examination contemplated herein, the  
4 practitioner treating the employee shall provide the employee with written  
5 notice setting forth the date and time of the employee's appointment,  
6 which notice shall be filed with the employee's supervisor.

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

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

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

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

- 20 • First through third absence: Absences recorded by a  
21 supervisor.
- 22 • Fourth absence: Noted on Employee Activity Documentation  
23 record.
- 24 • Fifth and subsequent absence: Refer documentation to Office  
25 of Professional Standards for appropriate disposition. Based  
26 on the disposition, appropriate disciplinary action, if necessary,  
27 will be decided by the Sheriff and may require a doctor's  
28 excuse.

29 Time approved under the Family and Medical Leave law or any  
30 excused absence will not be considered for disciplinary purposes, nor will

1 time off be taken into account for job evaluation purposes or salary  
2 increment decisions.

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

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

### 11 **3.17 INJURY PAY**

12 (1) When employees covered by this Agreement sustain injuries within the  
13 scope of their employment for which they are entitled to receive worker's  
14 compensation temporary disability benefits as provided by Chapter 102 of  
15 the Wisconsin Statutes (Worker's Compensation Act), they may receive  
16 eighty percent (80%) of their base salary as "injury pay" instead of such  
17 worker's compensation benefits for the period of time they may be  
18 temporarily totally or temporarily partially disabled because of such  
19 injuries. Such injury pay shall not be granted for more than three hundred  
20 sixty five (365) calendar days for any one compensable injury or  
21 recurrence thereof. The eighty percent (80%) provision shall cover  
22 employees receiving injury pay benefits regardless of the date on which  
23 the compensable injury or recurrence thereof occurred.

24 (2) In providing injury pay in an amount equal to eighty percent (80%) of the  
25 employee's base salary, the employee agrees to allow the County to make  
26 a payroll adjustment to his/her biweekly paycheck deducting an amount  
27 equal to twenty percent (20%) of his/her base salary for that portion of the  
28 pay period he/she received injury pay and make no subsequent claim for  
29 said amount whatsoever. Such deduction shall be administered so as not  
30 to reduce employee pension benefits. For purposes of interpretation of the  
31 provisions of this Article, the term base salary as used herein shall mean

1 the employee's base salary pay rate in effect during the pay period he/she  
2 is claiming injury pay as that base salary rate is established in the BASE  
3 SALARY Article of this Agreement.

- 4 (3) If the Internal Revenue Service (IRS) determines that the injury pay  
5 benefits provided hereunder are taxable as wages, then beginning with the  
6 effective date of such determination, the County will no longer require the  
7 twenty percent (20%) employee deduction from injury pay benefits  
8 provided for in subsections 1. and 2. of this Article, above.  
9

10 **3.18 BEREAVEMENT LEAVE**

- 11 (1) In accordance with the existing formula, which establishes the number of  
12 bereavement days to which an employee is entitled, the following policies  
13 will be formalized:

- 14 (a) Where one day is authorized, it must be taken on the day of the  
15 funeral.  
16 (b) Where more than one excused day is allowed, such days must be  
17 consecutive calendar days, one of which is the date of the funeral.  
18 (c) Where travel time is allowed, one travel day must precede the  
19 funeral and one travel day must follow the funeral day.  
20 (d) Scheduled off days shall be considered as part of the total funeral  
21 leave allowed when such off days fall within permissible  
22 bereavement leave days when such days are considered  
23 consecutively. Scheduled vacation days falling within the  
24 bereavement period may be rescheduled for liquidation during the  
25 remainder of the year.

- 26 (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time  
27 may be allowed as follows: Up to 75 miles. .... None  
28 Between 75 to 150 miles. ... 1 Day  
29 Over 150 miles . .... 2 Days  
30

1 **3.19 EARNED RETIREMENT**

- 2 (1) Effective upon the implementation date of the 2013 agreement payment of  
3 accrued paid leave hours (vacation, compensatory time, personal days and  
4 holiday accrued time) will be made in a lump sum at the time of  
5 retirement. Such retirement payments shall be calculated at the rate of pay  
6 in effect for such employee on the last day of work  
7

8 **3.20 CONTRIBUTION TO RETIREMENT SYSTEM**

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

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

- 26 (2) Mandatory employee contributions.

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

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

3 (b) Contribution percentage: The percentage shall be as follows:  
4 Effective the first day of the first pay period following ratification  
5 of the successor agreement by the parties, one-half (1/2) of the  
6 Annual Required Contribution (ARC) to the Employees'  
7 Retirement System as calculated by the Retirement System  
8 actuary.

9 (3) There shall be one (1) member of the Milwaukee Deputy Sheriffs'  
10 Association who shall serve as an employee member of the Milwaukee  
11 County Employees Retirement System Board in accordance with Chapter  
12 201, Section 8.2 of the MCGO.

13  
14 **3.21 RETIREMENT BENEFITS**

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

20 (2) Subject to paragraph (3) below, for employees hired on and after January  
21 1, 1982, the provisions of Ch. 201, C.G.O., Employee Retirement System,  
22 shall be modified as follows:

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

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

- 1 (3) Notwithstanding any other provision of this agreement, active employees  
2 on January 1, 2012, and employees hired on and after January 1, 2012,  
3 shall be eligible for a deferred vested pension if the employee's  
4 employment is terminated, other than for fault or delinquency on the  
5 employee's part, on or after the employee's completion of five (5) years of  
6 service.
- 7 (4) For employees hired on and after July 1, 1995, the provisions of Ch. 201,  
8 C.G.O. Employees' Retirement System, shall be modified as follows: An  
9 employee who meets the requirements for a normal pension shall receive  
10 an amount equal to two percent (2%) of his final average salary multiplied  
11 by the number of years of service.
- 12 (5) Employees who are granted an accidental disability pension as that term is  
13 defined in Section 201.24(5.3) of the County General Ordinances will  
14 have their health insurance paid by Milwaukee County regardless of  
15 length of service, except Milwaukee County shall pay the full cost of the  
16 basic health plan or the full premium of an HMO whichever is the least  
17 expensive for employees with less than fifteen (15) years of service.
- 18 (6) For employees hired after November 12, 1987, overtime shall not be  
19 included in the computation of Final Average Salary.
- 20 (7) Employees retiring on and after July 31, 1989 shall be entitled to pension  
21 service credit for military service under Section 201.24 II (10) of the  
22 Employees' Retirement System as amended by the County Board of  
23 Supervisors through File No. 85-583(a), notwithstanding the effective date  
24 indicated in the amendment.
- 25 (8) Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)(Spanish), and Deputy  
26 Sheriff Sergeant shall be eligible to retire without penalty: at age fifty  
27 seven (57) regardless of their number of years of service, or at age fifty  
28 five (55) with at least fifteen (15) years of creditable pension service.
- 29 (9) Employees who became Deputy Sheriffs I, Deputy Sheriffs I (Bilingual)  
30 (Spanish), and Deputy Sheriff Sergeants prior to January 1, 1994 shall be  
31 eligible to retire without penalty when the total of their age and years of  
32 creditable pension service equals or exceeds seventy-five (75).

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

9 **3.22 EMPLOYEE PARKING**

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

15 (2) The foregoing paragraph shall not apply to any county-owned or  
16 controlled lot available for use to the general public for which parking fees  
17 have been established.  
18

19 **3.23 CERTIFICATION**

20 Employees certified and offered a regular appointment to positions from  
21 established eligible lists shall either accept the position or have their name removed from  
22 such list of eligibles.  
23

24 **3.24 CHANGES IN CLASSIFICATION**

25 (1) When, in the judgment of the Association, a position or group of positions  
26 in the bargaining unit are improperly classified because of changes in the  
27 duties or responsibilities, the Association shall submit its  
28 recommendations for reclassification in writing to the Director of Human  
29 Resources. All requests shall include an updated position description,  
30 detailed information regarding the duties assigned to the position, a  
31 summary of the change in duties and other pertinent information in a

1 format designated by the Director of Human Resources. The Director of  
2 Human Resources shall review the duties assigned to the position as well  
3 as any other information provided and submit a recommendation to the  
4 Association.

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

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

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

27 (5) Monthly while a reclassification is pending, the Director of Human  
28 Resources shall provide a report to the Personnel Committee, which lists  
29 all position reclassifications, which the Director intends to approve, along  
30 with a fiscal note for each. This report shall be distributed to all County  
31 Supervisors and placed on the Personnel Committee agenda for

1 informational purposes. If a County Supervisor objects to the decision of  
2 the Director of Human Resources within seven working days of receiving  
3 this report, the reclassification shall be held in abeyance until resolved by  
4 the County Board upon recommendation of the Personnel Committee, and  
5 subsequent County Executive action. If no County Supervisor objects, the  
6 reclassification shall be implemented the first day of the first pay period  
7 following the meeting of the Personnel Committee and in compliance with  
8 collective bargaining agreements. In the event the County Board takes no  
9 action on a reclassification, after receipt of a recommendation from the  
10 Personnel Committee, the reclassification shall be implemented the first  
11 day of the first pay period following action by the County Executive or, in  
12 the event of a veto, final County Board action.

- 13 (6) The Director of the Department of Human Resources or the department  
14 head shall not be precluded from initiating a review of the classification of  
15 any represented position if he/she feels such a review is appropriate.  
16

17 **3.25 NOTICE OF ASSIGNMENT OR SHIFT CHANGE**

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

25 **3.26 CHANGE OF OFF DAYS**

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

1 **3.27 ASSIGNMENTS**

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

7  
8 **3.28 SHIFT SELECTION**

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

16  
17 **3.29 DEFINITION OF A DAY**

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

24  
25 **3.30 LAYOFF AND RECALL**

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

1 shall give to the Sheriff the names and addresses of the initial employees  
2 who should be laid off in accordance with these provisions:

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

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

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

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

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

27 (i) Whenever a member of the bargaining unit is promoted to a  
28 classification outside of the unit in order to fill a position for an  
29 indeterminate period of time, he shall, upon discontinuation of the  
30 program to which he was assigned, be returned to the unit in the

1 same rank he held prior to such temporary assignment and without  
2 loss of seniority for any purpose.

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

7  
8 **3.31 LIABILITY INDEMNIFICATION**

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

25  
26 **3.32 AUTOMOBILE ALLOWANCE**

- 27 (1) Whenever the Sheriff determines that the performance of official duties  
28 for the benefit of the County requires the regular use of an automobile by  
29 an employee, he may authorize that such employee may use his personally  
30 owned automobile in the performance of such duties.

1           (2)     Reimbursement for the regular use of such personally owned automobile  
2                     will be at a rate established by C.G.O., s. 17.14(5), for each mile traveled  
3                     on County business. The payment for the use of such personally owned  
4                     automobile shall be made each month on voucher of the amount due  
5                     signed by the employee and approved by the Sheriff.  
6

7     **3.33 JURY DUTY**

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

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

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

20          (4)     All fees received by employees serving as jurors shall be deposited with  
21                     the County Treasurer. The County Treasurer shall send a check to each  
22                     County employee for that portion of the fee attributable to expenses. An  
23                     employee may retain the entire fee on days he reports for jury duty during  
24                     vacation, off days, personal days, or other unscheduled times.  
25

26     **3.34 BULLETIN BOARDS**

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

30                   (a)     Notices of Association meetings;

31                   (b)     Notices of Association elections;

- 1 (c) Notices of Association appointments and results of Association  
2 elections;
- 3 (d) Notices of Association recreational and social events;
- 4 (e) Notices concerning bona fide Association activities such as  
5 cooperatives, credit unions, and unemployment compensation  
6 information. Other notices concerning Association affairs, which  
7 are not political or controversial in nature.
- 8 (2) Upon written notice by the employer, the Association shall promptly  
9 remove from such bulletin boards any materials which is libelous,  
10 scurrilous, or in any way detrimental to the labor-management  
11 relationship.
- 12 (3) The posting of any Association-authorized material, which is in violation  
13 of this section, shall be cause for the immediate removal of the bulletin  
14 boards and cancellation of bulletin board privileges.

15

16 **3.35 CHILD CARE VOUCHERS**

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

21

22 **3.36 SHERIFF'S DEPARTMENT GYMNASIUM**

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

25

26 **3.37 DIRECT PAYROLL DEPOSIT**

27 All employees in the bargaining unit shall utilize The Milwaukee County Direct  
28 Deposit Program.

1  
2  
3 **PART 4**

4 **4.01 FAIR SHARE AGREEMENT**

5 (1) Each pay period during the term of this Agreement, unless otherwise  
6 terminated as hereinafter provided, the employer shall deduct from the  
7 biweekly earnings of the employees specified herein an amount equal to  
8 such employee's proportionate share of the cost of the collective  
9 bargaining process and contract administration, and pay such amount to  
10 the treasurer of the certified bargaining representative of such employee  
11 within ten (10) days after such deduction is made, provided:

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

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

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

- 24 1. That prior to the implementation of the Agreement the  
25 Milwaukee Deputy Sheriffs' Association shall submit to  
26 the County a schedule of monthly dues uniformly levied.  
27 2. Any increase in dues or fair share amounts to be deducted  
28 shall be certified by the Association at least fifteen (15)  
29 days before the start of the pay period the increased  
30 deduction is to be effected.  
31 3. The Association agrees that no funds collected from non-  
members under this fair share agreement will be allocated

1 for, or devoted directly or indirectly to, the advancement of  
2 the candidacy of any person for any political office.

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

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

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

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

24  
25 **4.02 DUES CHECKOFF**

26 (1) The County agrees to deduct from the paycheck of each employee who  
27 has signed and filed a payroll deduction card with the Central Payroll  
28 Division, Department of Administration, the amount certified in writing  
29 by the Association Treasurer to the Department of Labor Relations, at  
30 least fifteen (15) days prior to the start of the pay period when the change  
31 is to occur. The amount to be deducted shall be transmitted to the

1 Treasurer of the Association. Checkoff may be terminated by written  
2 notice from the employee and shall take effect ninety (90) days after  
3 receipt of such notice.

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

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

9  
10 **4.03 ASSOCIATION OFFICE SPACE**

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

14  
15 **4.04 AFFIRMATIVE ACTION STATEMENT**

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

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

1 **4.05 COLLATERAL AGREEMENTS**

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

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

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

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

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

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

20  
21  
22 **PART 5**

23  
24 **5.01 GRIEVANCE PROCEDURE**

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

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

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

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

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

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

25 (6) FORMS: There are two separate forms used in processing a grievance:  
26 (a) Grievance Initiation Form;  
27 (b) Grievance Disposition Form;

28 Five (5) copies of all grievance forms are to be prepared, two of which are  
29 to be retained by the person originating the form. The remaining copies shall be  
30 served upon the other person involved in the procedure at that step, who shall  
31 distribute them in such manner as the department head shall direct. The

1 department head shall furnish one copy to the Department of Labor Relations.  
2 The forms are available in the Sheriff's Department, as well as the office of the  
3 Department of Human Resources, and shall be readily available to all employees.

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

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

- 1                   6.     If the employee alone or with his/her Association  
2                   Representative fails to follow section 5.01(6)(c) 1,2,3,4, or  
3                   5, the employee's immediate supervisor designated to hear  
4                   grievances may return the Grievance Initiation Form to the  
5                   employee for corrections. If the employee fails to make the  
6                   corrections within 15 days of such return, the grievance  
7                   shall be barred.
- 8                   7.     The procedure outlined in 5.01(6)(c) 1,2,3,4,5 and 6 is to  
9                   clarify the procedure to be followed. These procedures are  
10                  to assist the employee, the Association and management in  
11                  the resolution of grievances at their lowest level of the  
12                  grievance procedure.

13  
14       (7)     STEPS IN THE PROCEDURE

15           (a)     STEP 1

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

28           (b)     STEP 2

- 29                   1.     If the grievance is not settled at the first step, the employee  
30                   alone or with his/her representative shall prepare the

1 grievance in writing on the Grievance Initiation Form and  
2 shall present such form to the person designated in Step 1  
3 to initial as confirmation of his/her verbal response. The  
4 employee alone or with his/her representative shall fill out  
5 the Grievance Initiation Form pursuant to Section 5.01  
6 (6)(c) 1,2,3,4,5,6,7, of this Agreement.

- 7 2. The employee or his/her representative after receiving  
8 confirmation shall forward the grievance to his/her  
9 appointing authority or the person designated by him/her to  
10 receive grievances within fifteen (15) working days of the  
11 verbal decision. Failure of the person designated or the  
12 appointing authority to provide confirmation shall not  
13 impede the timeliness of the appeal.
- 14 3. The person designated in Step 2, paragraph 2, will schedule  
15 a hearing with the person concerned and within fifteen (15)  
16 working days from date of service of the Grievance  
17 Initiation Form, the Hearing Officer shall inform the  
18 aggrieved employee, the Director of Labor Relations, and  
19 the Association in writing of his/her decision.
- 20 4. Those grievances, which would become moot if  
21 unanswered before the expiration of the established time  
22 limits will be answered as soon as possible after the  
23 conclusion of the hearing.
- 24 5. The second step of the grievance procedure may be waived  
25 by mutual consent of the Association and the Director of  
26 Labor Relations. If the grievance is not resolved at Step 2  
27 as provided, the Association shall appeal such grievance  
28 within thirty (30) working days from the date of the second  
29 step grievance disposition to Step 3.

30 (c) STEP 3

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1. The Director of Labor Relations or his/her designee shall attempt to resolve all grievances timely appealed to the third step. The Director of Labor Relations or his/her designee shall respond in writing to the Association within thirty (30) working days from the date of receipt by the Director of Labor Relations of the Step 2 appeal.
2. In the event the Director of Labor Relations or his/her designee and the appropriate Association representative mutually agree to a resolve of the dispute it shall be reduced to writing and binding upon all parties and shall serve as a bar to further appeal.
3. The Step 3 of the grievance procedure shall be limited to the Director of Labor Relations or his/her designee and the appropriate Association representative and one of his/her designee, an Attorney for the Association and representatives of the Sheriff designated to respond to employee grievances. The number of representatives at any Step 3 hearing may be modified by mutual consent of the parties.
4. The first and second step hearing officers shall forward a copy of the disposition to the Department of Labor Relation at the same time they notify the grievants of their disposition.

(8) Grievances designated for arbitration shall be appealed to the Wisconsin Employment Relations Commission within thirty (30) calendar days of the date of the written response from Step 3. The Association shall, in writing, notify the Director of Labor Relations or his/her designee within forty-eight (48) hours prior to the arbitration hearing the names of the employees the Association wishes to have released for the arbitration hearing. The release of said employees shall be subject to review by the Director of Labor Relations or his/her designee and shall be subject to

1 mutual agreement of both the Association and the Director of Labor  
2 Relations or his/her designee. The release of employees shall not be  
3 unreasonably denied.

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

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

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

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

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

## 25 26 **5.02 SELECTION OF ARBITRATOR**

### 27 (1) SELECTION OF ARBITRATOR

28 To assist in the resolution of disputes arising under the terms of the  
29 Agreement and in order to resolve such disputes, the parties agree to  
30 petition the Wisconsin Employment Relations Commission to appoint an

1 Arbitrator from their staff to resolve all disputes arising between the  
2 parties.

3 (2) HEARINGS

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

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

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

28 (3) INTERPRETATION OF AGREEMENT

29 Any disputes arising between the parties out of the interpretation of the  
30 provisions of this Agreement shall be discussed by the Association with

1 the Department of Labor Relations. If such dispute cannot be resolved  
2 between the parties in this manner, either party shall have the right to refer  
3 the dispute to arbitration in the manner prescribed in Par. (2)(a) above,  
4 except as hereinafter provided. The parties may stipulate to the issues  
5 submitted to such Arbitrator either orally or in writing, their respective  
6 positions with regard to the issue in dispute. The Arbitrator shall be  
7 limited in his deliberations and decision to the issues so defined. The  
8 decision of the Arbitrator shall be filed with the Department of Labor  
9 Relations and the Association.

10 (4) ARBITRATOR'S AUTHORITY

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

16 (5) FINAL AND BINDING

17 The decision of the Arbitrator when filed with the parties shall be binding  
18 on both parties.

19  
20 **5.03 BARGAINING TIME**

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

27  
28 **5.04 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER WISCONSIN**  
29 **STATE STATUTE 63.10**

30 In cases where an employee is suspended for a period of ten (10) days or less by  
31 his department head, pursuant to the provisions of s. 63.10, Stats., the Association shall

1 have the right to refer such disciplinary suspension to arbitration. Such reference shall in  
2 all cases be made within 10 working days from the effective date of such suspension.  
3 The decision of the Arbitrator shall be served upon the Department of Labor Relations  
4 and the Association. In such proceedings, the provisions of s. 5.02(2)(c) shall apply.  
5

6 **5.05 REPRESENTATION AT DISCIPLINARY HEARINGS**

- 7 (1) At meetings called for the sole purpose of considering the imposition of  
8 discipline at the level of the appointing authority or his designee, the  
9 employee shall be entitled to Association representation.
- 10 (2) It is understood and agreed that such right is conditioned upon the  
11 following:
- 12 (a) At the meeting before the appointing authority or his designee, the  
13 employee may be represented by one Association official.
- 14 (b) The meeting shall not be an adversarial proceeding. The employee  
15 shall not be entitled to have witnesses appear on his behalf nor  
16 shall the employee or his representative be entitled to interrogate,  
17 cross-examine or harass any person appearing at such hearing.  
18 The Association official may bring to the attention of the  
19 appointing authority or his designee any facts, which he considers  
20 relevant to the issues and may recommend to the appointing  
21 authority what he considers to be an appropriate disposition of the  
22 matter.
- 23 (c) It shall be the obligation of the employee to make arrangements to  
24 have his Association representative present at the time the meeting  
25 is set by the appointing authority or his designee. Written notice of  
26 the meeting shall be provided to the employee not less than 48  
27 hours prior to such meeting. The inability of the employee to  
28 secure the services of any Association representative shall not be  
29 justification for adjourning such hearings beyond the date and time  
30 originally set by the appointing authority.

1 (d) Nothing contained herein shall in any way limit the authority of the  
2 employer to impose summary discipline where the circumstances  
3 warrant such action.  
4

5 **5.06 INTERVIEWS RELATED TO EMPLOYEE DISCIPLINE**

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

- 9 1. The employee under investigation shall be informed of the nature of the  
10 investigation prior to any interview.
- 11 2. At the request of the employee, he or she may be represented by a  
12 representative of his or her choice with whom he or she may consult at all  
13 reasonable times during the interview. Evidence obtained during the  
14 course of an interview not conducted in accordance with the above section  
15 may not be utilized in any subsequent disciplinary proceeding against the  
16 employee. No employee may be discharged, disciplined, demoted or  
17 denied promotion, or reassignment, or otherwise discriminated against in  
18 regard to employment, or threatened with any such treatment, by reason of  
19 the exercise of the rights under this section. The rights under this section  
20 shall not be diminished or abridged by any ordinance or provision of any  
21 collective bargaining agreement.
- 22 3. Employees being questioned by Internal Affairs personnel will have the  
23 option of having another person present in the room during the  
24 questioning. It is understood that the observer cannot ask questions or  
25 otherwise interfere in the investigative process.  
26

27 **5.07 PAID RELEASE TIME**

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

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

- 1 (f) When the President of the MDSA exercises her/his release time  
2 option no other member of the MDSA executive board, including  
3 trustees, may be released while on duty for union business without  
4 the consent of the Sheriff or his designee, except as provided in  
5 MCGO 17.205;
- 6 (g) Release time will not be considered hours worked for purposes of  
7 calculating overtime.
- 8 (h) Release time will count in computing sick, holiday, vacation,  
9 personal and/or compensatory time off with the banked time reduced  
10 by eight (8) hours, No paid leave in increments of less than eight (8)  
11 hours will be permitted on days with release time scheduled. Release  
12 time will be considered pensionable in terms of final average salary  
13 calculations.
- 14  
15  
16  
17

## 18 **PART 6**

### 19 20 **6.01 ENTIRE AGREEMENT**

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

29

### 30 **6.02 SAVING CLAUSE**

31 If any article or part of this Agreement is held to be invalid by operation of law or  
32 by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

1 article or part shall be restrained by such tribunal, the remainder of this Agreement shall  
2 not be affected thereby and the parties shall enter into immediate negotiations for the  
3 purpose of arriving at a mutually satisfactory replacement for such article or part.

Dated at Milwaukee, Wisconsin, 2/3/15, 2015.  
(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

Robert Ostrowski, President

Christopher S. Abele, County Executive

Norbert J. Gedemer, Vice President

Joseph J. Czarneski, County Clerk

IN PRESENCE OF:

IN PRESENCE OF:

Thomas J. LaMothe, Treasurer

Luis Padilla, Jr., Director of Employee Relations

Approved for Execution:

Sandy Santoro, ~~Trustee~~ Secretary

Mark A. Grady, Deputy Corporation Counsel